

COMMUNICATIONS SITE LEASE AGREEMENT

THIS COMMUNICATIONS SITE LEASE AGREEMENT (“Lease Agreement”), dated as of _____, _____ is made by and between the City of Cathedral City, a California municipal Corporation (“Lessor”) and Los Angeles SMSA Partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) (“Lessee”) The LESSOR and LESSEE are at times collectively referred to hereinafter as the “Parties” or individually as the “Party”.

RECITALS

This Lease Agreement is entered into based upon the following facts, circumstances and understandings:

A. Lessor owns certain real property legally described in Exhibit “A” attached hereto and commonly known as 69400 30th Avenue, Cathedral City, California 92234; Assessor’s Parcel Number 670-060-029 (“Lessor’s Real Property”). Lessee desires to lease a portion of Lessor’s Real Property, together with any necessary easements over other portions of Lessor’s Real Property and/or shared use of Lessor’s easements over other real property necessary for Lessee’s access and utilities to the leased area as described and depicted on Exhibit “B” attached hereto; specifically, Lessee shall lease a parcel of ground space measuring approximately sixteen (16) feet by twenty-five (25) feet and containing approximately four hundred (400) square feet and space on Lessor’s light standard (the “Premises”). Lessor represents and warrants that it has the complete right and authority to grant the rights set forth herein and that Lessor has full rights of ingress to and egress from the Premises from a public roadway.

B. Lessee desires to construct and operate a wireless communications site at the Premises.

C. Based on the foregoing facts, circumstances and understandings and on the terms and conditions set forth below, Lessor is willing to lease the Premises to Lessee for Lessee’s proposed use subject to the terms and conditions of this Lease Agreement.

WHEREFORE, in consideration of the facts, circumstances and understandings set forth above, which are incorporated into this Lease Agreement, and the terms and conditions set forth herein, the Parties, intending to be legally bound, hereto agree as follows:

1. Grant of Lease. Lessor hereby leases to Lessee the Premises for Lessee’s proposed use, subject to the following terms and conditions for the Initial Term (as defined below) and any renewals thereof as specified in Section 4, Term.

2. Permitted Uses. The Premises shall be used by Lessee for the operation of a wireless communications site. Under this Lease Agreement, Lessee may install, place, use and operate on the Premises such antennas, radio transmitting and receiving equipment, conduits, wires, batteries, back-up generators, utility lines and facilities, supporting structures, storage facilities, telephone facilities, microwave equipment, and related equipment (collectively “Lessee’s Facilities”) as necessary for the operation of its wireless communications site at the Premises, subject to the conditions set forth in a Conditional Use Permit issued by the Cathedral City

Planning Commission (“CUP”) and any other required permits or approvals. Further, Lessee may perform construction, maintenance, modifications, repairs, additions to, and replacement of Lessee’s Facilities (collectively “Improvements”) as Lessee determines is necessary and appropriate for its ongoing business, and has the right to do all work necessary to prepare, modify and maintain the Premises to accommodate Lessee’s Facilities and as required for Lessee’s communications operations at the Premises; provided, however, that such Improvements and work comply with any conditions imposed by the required CUP and any other applicable permits or approvals.

3. Conditions Precedent: Prior Approvals. This Lease Agreement is conditioned upon Lessee obtaining all governmental licenses, permits and approvals enabling Lessee to construct and operate wireless communications facilities on the Premises, including without limitation, a CUP. The approval or execution of this Lease Agreement by the Lessor hereunder shall not be binding upon the City Council of Cathedral City, the Cathedral City Planning Commission, or any legislative body of the City of Cathedral City with respect to any approvals for the installation or construction of Lessee’s Facilities required by such other bodies, including without limitation, a CUP or design review. In no event shall Lessor’s approval or execution of this Lease Agreement be construed as or deemed to constitute the granting or approval of a CUP, design review or any other permit or approval required by the City Council of Cathedral City, the Cathedral City Planning Commission, or any legislative body of the City of Cathedral City. The Parties hereto agree that this Lease Agreement shall be null and void and of no force or effect should Lessee fail to obtain the required CUP, design approval or other required approvals by June 8, 2016. Lessor agrees to cooperate with Lessee’s reasonable requests for Lessor’s signatures as the owner of Lessor’s Real Property on permit applications, for allowing site inspections by governmental agencies required in connection with reviewing permit applications, and for assistance in obtaining such necessary approvals, provided that such cooperation and assistance shall be at no expense to Lessor.

4. Term. The initial term of this Lease Agreement (the “Initial Term”) shall be five (5) years, commencing on the first day of the month after the date Lessee has obtained its building permit (the “Commencement Date”), the Parties acknowledging that prior to issuance of the building permit, this Lease Agreement has been fully executed and Lessee has obtained a CUP. Irrespective of the above, this Lease Agreement shall be null and void in the event Lessee has not obtained a building permit on or before June 8, 2016. Lessor shall promptly deliver written notice to Lessee on the Commencement Date. This Lease Agreement shall automatically renew for one (1) additional five (5) year term (the “First Renewal Term”) unless Lessee provides Lessor written notice of its intent not to renew not less than ninety (90) days prior to the expiration of the Initial Term. This Lease Agreement shall automatically renew for a second (2nd) additional five (5) year term (the “Second Renewal Term”) unless Lessee provides Lessor written notice of its intent not to renew not less than ninety (90) days prior to the expiration of the First Renewal Term. Thereafter, this Lease Agreement shall automatically be renewed for two (2) additional terms of five (5) years each (each an “Additional Renewal Term”), unless either Party provides the other with written notice of its intention not to renew not less than ninety (90) days prior to the expiration of the Second Renewal Term or any subsequent Additional Renewal Term. The terms and conditions for any First, Second or Additional Renewal Term shall be the same terms and conditions as in this Lease Agreement, except that the Rent (as defined below) shall be increased as set forth in Section 5, Rent.

5. Rent. On the Commencement Date, Lessee shall pay Lessor, as rent, the sum of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) per month (“Rent”). Rent shall be payable on the first day of each month, in advance, to Lessor or Lessor’s alternate payee pursuant to notice given to Lessee as specified in Section 22, Notices and Deliveries, at least thirty (30) days before the next Rent payment due date. Notwithstanding the foregoing, the initial Rent payment shall be due within thirty (30) days after the Commencement Date. Rent shall be increased annually on each anniversary of the Commencement Date by an amount equal to three percent (3%) of the Rent paid during the previous year.

6. Due Diligence Contingency and Pre-Commencement Date Access to Premises. Lessee shall have the right (but not the obligation) at any time following the full execution of this Lease Agreement and prior to the Commencement Date, to enter Lessor’s Real Property and the Premises for the purpose of making necessary inspections, taking measurements and conducting engineering surveys (and soil tests where applicable) and any other reasonably necessary tests to determine the suitability of the Premises for Lessee’s Facilities (“Due Diligence”), and for the purpose of preparing the Premises for the installation or construction of Lessee’s Facilities. During any Due Diligence activities or pre-installation or pre- construction work, Lessee shall have insurance which covers such activities as set forth in Section 16, Insurance. Lessee will notify Lessor of any proposed tests, measurements or pre-installation or pre-construction work and will coordinate the scheduling of such activities with Lessor. If in the course of its Due Diligence Lessee determines that the Premises are unsuitable for Lessee’s contemplated use, then Lessee shall have the right to terminate this Lease Agreement prior to the Commencement Date without any further liability or obligation to Lessor by delivery of written notice of termination to Lessor as set forth in Section 13, Termination.

7. Ongoing Access to Premises. Throughout the Initial Term and any renewals of this Lease Agreement as set forth in Section 4, Term, Lessee shall have the right of access without escort to the Premises for its employees and agents twenty-four (24) hours a day, seven (7) days per week, at no additional charge to Lessee. In exercising its right of access to the Premises herein, Lessee agrees to cooperate with any reasonable security procedures utilized by Lessor at Lessor’s Real Property, provided that Lessor gives Lessee prior written notice of such security procedures, and further agrees not to unduly disturb or interfere with the business or other activities of Lessor or of other tenants or occupants of Lessor’s Real Property. Lessor and its authorized representatives shall have the right to access the Premises, but not Lessee’s Facilities located thereon, at all reasonable times by giving at least forty-eight (48) hours advance notice in order to: (a) determine if the Premises are in good condition and if Lessee is complying with its obligations under this Lease Agreement; and (b) to do any necessary maintenance to the Premises that Lessor is required to perform under this Lease Agreement; provided however, that Lessor shall not enter the Premises, except in event of an emergency, without a representative of Lessee being present. Lessor shall maintain all existing access roadways or driveways extending from the nearest public roadway to the Premises in a manner sufficient to allow for Lessee’s access to the Premises. Lessor shall be responsible for maintaining and repairing such roadways and driveways at Lessor’s sole expense, except for any damage caused by Lessee’s use of such roadways or driveways. If Lessee causes any such damage, Lessee shall promptly repair the same at its sole expense.

8. Lessee's Work, Maintenance and Repairs. All of Lessee's construction and installation work at the Premises shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Lessee shall submit copies of the proposed site plans and specifications to Lessor for prior approval, which approval will not be unreasonably withheld, conditioned or delayed. Lessor shall give such approval or provide Lessee with its requests for changes in such plans or specifications within thirty (30) Cathedral City Hall business days of Lessor's receipt of Lessee's plans. If Lessor does not provide such approval or request for changes within such thirty (30) Cathedral City Hall business day period, Lessor shall be deemed to have approved the plans and specifications. Lessor shall not be entitled to receive any additional consideration in exchange for giving its approval of Lessee's plans and specifications.

a. **Maintenance of Lessee's Facilities.** Lessee shall maintain Lessee's Facilities, and the Premises in a reasonably neat and safe condition and in compliance with all applicable codes and governmental regulations. Except for those towers and structures constructed and owned by Lessee, except the New Light Standard, Lessor, not Lessee, shall be responsible for the maintenance and compliance with laws of all towers and structures located on the Premises, including compliance with Part 17 of the Federal Communications Commission's ("FCC") rules. Lessee shall not be required to make any repairs to the Premises except for damages to the Premises caused by Lessee, its employees, agents, contractors or subcontractors.

b. **Lessee's Removal of Lessee's Facilities.** Upon the expiration, cancellation or termination of this Lease Agreement, Lessee, if so requested by Lessor, shall remove Lessee's Facilities, restore the Premises to substantially the condition existing on the Commencement Date, less ordinary wear and tear; however, Lessee shall not be required to remove any foundation supports below one (1) foot below grade for Lessee's Facilities or conduits which have been installed by Lessee. Lessor shall give Lessee written notice of which of Lessee's Facilities are to be removed no later than ninety (90) days before the expiration of this Lease Agreement or within ten (10) days after any earlier termination hereof.

c. **Abandonment of Lessee's Facilities.** With respect to any of Lessee's Facilities that are not removed by Lessee, Lessor shall take possession of the same in their then "as is" condition without any representation or warranty by Lessee as to their fitness for any particular purpose and upon the expiration or earlier termination of this Lease Agreement, Lessee shall have no further liability for such Lessee's Facilities. In the event Lessor takes possession of the Lessee's Facilities, Lessee will have been deemed to have abandoned said facilities, and all rights title and interest of the abandoned facilities will immediately transfer to the lessor.

d. **Installation of New Light Standard.** In connection with the installation of Lessee's Facilities, Lessee shall remove and dismantle Lessor's existing light standard ("Existing Light Standard"), which removal shall be contingent upon Lessee obtaining all governmental approvals and permits required for the same. Lessee shall dismantle and remove or shall cause the Existing Light Standard to be dismantled and removed in a good and workmanlike manner. Lessor shall cooperate with Lessee with regard to such dismantling and removal of the Existing Light Standard.

After the dismantling and removal of the Existing Light Standard has been completed, Lessee agrees that it will install a new light standard ("Light Standard") in compliance with all

applicable laws and substantially in accordance with plans and specifications approved by Lessor pursuant to the procedure described in Paragraph 8.a above. Within) Cathedral City Hall business days (“Inspection Period”) after Lessor receives Lessee’s notice that installation of the Light Standard has been completed, Lessor shall inspect the Light Standard with a representative of Lessee present. If Lessor provides Lessee with written notice of Lessor’s approval of the Light Standard within the Inspection Period, Lessor shall assume ownership thereof without the need for additional documentation. If Lessor provides Lessee with written notice of any installation deficiencies within the Inspection Period (“Notice”), Lessee shall commence any repairs and/or remedial work necessary to correct the deficiencies described therein. Once such repairs and/or remedial work have been completed, Lessor shall re-inspect the Light Standard within ten (10) days after Lessor’s receipt of Lessee’s notice (“Re-Inspection Period”) that such repairs and/or remedial work has been completed, but only with respect to the items contained in the Notice, and in the presence of a Lessee representative. If Lessor reasonably and in good faith determines that Lessee has corrected such installation deficiencies in compliance with the Notice, Lessor shall give Lessee written approval of the Light Standard, and Lessor shall assume ownership thereof without the need for additional documentation. In the event Lessor fails to inspect the Light Standard, approve installation of the Light Standard, as described above, or fails to provide the Notice to Lessee within the Inspection Period or Re-Inspection Period, as applicable, Lessor shall be deemed to have approved Lessee’s installation of the Light Standard, and accepted it as constructed, and Lessee shall have no further liability with respect to construction of same. The New Light Standard is shown in Exhibit “C.”

e. Maintenance of the New Light Standard. It is understood that Lessor will maintain in good working order at all times, the New Light Standard. It is understood that the Lessee will maintain all of its equipment in good working order, which said equipment will be located on the New Light Standard. Lessor acknowledges that Lessee has access to the New Light Standard, as per Section 7 of this Agreement.

f. Bond. Lessee shall provide a bond in a form approved by the City Attorney’s office and issued by a surety company currently admitted to transact surety insurance in California by the California Department of Insurance, with a Best’s Insurance Guide rating of no less than A-, and a financial size category of V or greater, in an amount to adequately cover the cost equivalent of the removal of the Existing Light Standard and any structure or equipment associated therewith and the erection and construction of the New Light Standard to represent the estimated cost of Lessee’s obligations under this Lease Agreement, and to secure performance of Lessee’s obligations under this Lease Agreement.

9. Title to Lessee’s Facilities. Title to Lessee’s Facilities and any equipment placed on the Premises by Lessee shall be held by and remain with Lessee. All of Lessee’s Facilities shall remain the property of Lessee and are not fixtures. Lessee has the right to remove all of Lessee’s Facilities at its sole expense on or before the expiration or within ninety (90) days after the earlier termination of this Lease Agreement. Lessor acknowledges that Lessee may enter into financing arrangements including promissory notes and financial and security agreements for the financing of Lessee’s Facilities (the “Collateral”) with a third party financing entity and may in the future enter into additional financing arrangements with other financing entities. In connection therewith, Lessor (i) consents to the installation of the Collateral to the extent that the Collateral is part of the approved Lessee’s Facilities; (ii) disclaims any interest in the Collateral,

as fixtures or otherwise, whether arising at law or otherwise, including, but not limited to any statutory landlord's lien; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

10. Utilities. Subject to Lessor's prior approval pursuant to the procedure described in Section 8, Lessee's Work, Maintenance and Repairs, which shall not be unreasonably withheld, delayed or conditioned, Lessee shall have the right to install utilities, at Lessee's expense (including, but not limited to the installation of emergency back-up power, also at Lessee's expense). Subject to Lessor's approval of the location, which approval shall not be unreasonably withheld, conditioned, or delayed, Lessee shall have the right to place utilities on Lessor's Real Property in order to service the Premises and Lessee's Facilities. Upon Lessee's request, Lessor shall execute recordable easement(s) evidencing this right. Lessee shall fully and timely pay for all utilities furnished to the Premises for the use, operation and maintenance of Lessee's Facilities.

a. Electricity Use. Lessee shall pay for the electricity it consumes in its operations of any and all of Lessee's equipment, excluding electricity consumed by the New Light Standard, at the rate charged by the servicing utility company. In no event shall the Lessor be responsible for any electricity charges incurred by Lessee.

b. Lighting. Upon installation, Lessee shall be responsible for providing proper lighting from the New Light Standard that are designed to meet Athletic Field Lighting Assembly specifications, or as otherwise permitted by the Public Works Director of the City. Such lighting services shall be consistent, and in the same manner and intensity, with other similarly situated lights located in the City's, including the timing for lighting set by the City. Lessee shall provide a photometric study reflecting light distribution to be approved by the Public Works Director prior to issuance of any City Permit.

11. Interference with Communications. Lessee's Facilities and operations shall not interfere with the communications configurations, frequencies or operating equipment which exist on Lessor's Real Property as of the full execution of this Lease Agreement ("Pre-existing Communications"), and Lessee's Facilities and operations shall comply with all applicable non-interference rules of the FCC. Upon written notice from Lessor of apparent interference by Lessee with Pre-existing Communications, Lessee shall have the responsibility to promptly terminate such interference or demonstrate to Lessor with reasonably competent information that the apparent interference in fact is not caused by Lessee's Facilities or operations. Lessee's failure to terminate such interference or demonstrate that such interference is not caused by Lessee following notice by Lessor and the opportunity to cure pursuant to Section 13, Termination, may be cause for Lessor to terminate this Lease Agreement. Lessor shall not, nor shall Lessor permit any other tenant or occupant of any portion of Lessor's Real Property, to engage in any activities or operations which interfere with the communications operations of Lessee described in Section 2, Permitted Uses, above. Such interference with Lessee's communications operations shall be deemed a material breach by Lessor, and Lessor shall have the responsibility to promptly terminate said interference. In the event any such interference does not cease promptly, the Parties acknowledge that continuing interference will cause irreparable injury to Lessee, and therefore Lessee shall have the right to bring a court action to enjoin such interference or to terminate this Lease Agreement immediately upon notice to Lessor. If Lessee

is required to bring such an action, Lessor shall be obligated to pay Lessee's reasonable attorney's fees and expenses. Lessor agrees to incorporate equivalent provisions regarding non-interference with Pre-existing Communications into any subsequent leases, licenses or rental agreements with other persons or entities for any portions of Lessor's Real Property.

12. Taxes. Lessee shall pay all personal property taxes assessed against Lessee's Facilities, and shall also pay to Lessor any increase in real property taxes which are attributed solely to the installation of Lessee's Facilities thereon within sixty (60) days after receipt of satisfactory documentation indicating calculation of Lessee's share of such real property taxes and payment of the real property taxes by Lessor. Lessee shall also be solely responsible for the payment of any possessory use taxes assessed by the County of Riverside by reason of Lessee's Facilities or Lessee's use of the Premises, whether such taxes are billed to Lessee or Lessor. Lessor shall pay when due all other real property taxes and all other taxes, fees and assessments attributable to the Premises and this Lease Agreement.

13. Termination. This Lease Agreement may be terminated by Lessee in its sole discretion effective immediately without further liability by the delivery of written notice thereof to Lessor prior to the Commencement Date for any reason resulting from Lessee's Due Diligence, or if a title report obtained by Lessee for Lessor's Real Property shows any defects of title or any liens or encumbrances which may adversely affect Lessee's use of the Premises for Lessee's intended use, or for any other or no reason. This Lease Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either Party upon a default of any covenant, condition, or term hereof by the other Party, which default is not cured within thirty (30) days of receipt of written notice of default, provided such Party shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the defaulting Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion; (ii) by Lessee if it does not obtain licenses, permits, including without limitation a CUP, as defined in Section 2, Permitted Uses, above, or other approvals necessary to the construction or operation of Lessee's Facilities, or is unable to maintain such licenses, permits or approvals despite reasonable efforts to do so; (iii) by Lessee if Lessee is unable to occupy or utilize the Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of frequencies; or (iv) by Lessee in its sole discretion if Lessee determines that the Premises are not appropriate or suitable for its operations for economic, environmental or technological reasons, including, without limitation, signal strength or interference. Other than as stated herein and in Section 4, Term, and Section 14, Destruction of Premises, Lessor shall not have the right to terminate, revoke or cancel this Lease Agreement.

14. Destruction of Premises. If the Premises or Lessor's Real Property is destroyed or damaged so as in Lessee's judgment to hinder its effective use of Lessor's Real Property for the ongoing operation of a wireless communications site, Lessee may elect to terminate this Lease Agreement without further liability of Lessee as of the date of the damage or destruction by so notifying Lessor no more than sixty (60) days following the date of damage or destruction. In such event, all rights and obligations of the Parties which do not survive the termination of this Lease Agreement shall cease as of the date of the damage or destruction.

15. Condemnation. If a condemning authority takes all of Lessor's Real Property, or a portion which in Lessee's sole discretion is sufficient to render the Premises unsuitable for Lessee's ongoing operation of a wireless communications site, then this Lease Agreement shall terminate without further liability of Lessee as of the date when possession is delivered to the condemning authority. In any condemnation preceding each Party shall be entitled to make a claim against the condemning authority for just compensation recoverable under applicable condemnation law. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain shall be treated as a taking by a condemning authority.

16. Insurance. Without limiting Lessee's obligation to indemnify Lessor as set forth in Section 20, **Indemnifications**, Lessee shall maintain the following insurance: (1) Commercial General Liability with limits of One Million Dollars (\$1,000,000.00) per occurrence, (2) Automobile Liability with a combined single limit of One Million Dollars (\$1,000,000.00) per accident, (3) Worker's Compensation as required by law, and (4) Employer's Liability with limits of One Million Dollars (\$1,000,000.00) per occurrence. Lessor, at Lessor's sole cost and expense, shall procure and maintain on Lessor's Real Property, commercial general liability insurance with a combined single limit of at least One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage. Such insurance shall insure, on an occurrence basis, against liability of Lessor, its employees and agents arising out of or in connection with Lessor's use, occupancy and maintenance of Lessor's Real Property. Each Party shall be named as an additional insured on the other's policy. Each Party shall provide to the other a certificate of insurance evidencing the coverage required by this Section within thirty (30) days of the Commencement Date. Lessee shall furnish to Lessor all certificates prior to commencement of any commencement of work.

17. Assignments or Transfers. Lessor may assign or transfer this Lease Agreement to any person or entity without any requirement for prior approval by Lessee, provided that such assignee or transferee agrees in writing to fulfill all of the duties and obligations of Lessor in said Lease Agreement, including the obligation to respect Lessee's rights to non-disturbance and quiet enjoyment of the Premises during the Initial Term and any renewals thereof pursuant to Section 4, **Term**. Lessee may assign or transfer this Lease Agreement without prior approval by Lessor to any of Lessee's partners, shareholders, members, subsidiaries, or affiliates, to any entity in which Lessee or any of its affiliates holds an ownership interest, or to a person or entity acquiring by purchase, merger or operation of law a majority of the value of the assets of Lessee in the market defined by the FCC in which Lessor's Real Property is located by reason of a merger, acquisition or other business reorganization, provided that such assignee or transferee agrees in writing with Lessor to fulfill the duties and obligations of Lessee under this Lease Agreement, including without limitation the obligation to pay Rent to Lessor and provided Lessee notifies Lessor of the assignment as soon thereafter as reasonably possible. Lessee may assign or transfer this Lease Agreement without prior approval by Lessor to any nationally-recognized or publicly-traded wireless tower entity whose business is the ownership of telecommunication towers, provided that Lessee notifies Lessor simultaneously with such transfer or assignment and such assignee or transferee agrees in writing with Lessor to fulfill the duties and obligations of Lessee under this Lease Agreement, including without limitation the obligation to pay Rent to Lessor. Lessee shall not otherwise assign or transfer this Lease Agreement to any other person or entity without the prior written approval of Lessor, which approval shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding anything

to the contrary contained in this Lease Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Lease Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by loans, bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof. No such assignment, pledge, mortgage, hypothecation or other transfer of Lessee's interest in this Lease Agreement shall affect Lessee's performance obligations under this Lease Agreement.

18. Reserved.

19. Non-disturbance and Quiet Enjoyment; Subordination; Estoppel Certificates.

(a) So long as Lessee is not in default under this Lease Agreement after notice and the opportunity to cure, Lessee shall be entitled to quiet enjoyment of the Premises during the Initial Term of this Lease Agreement or any renewal thereof as set forth in Section 4, Term, and Lessee shall not be disturbed in its occupancy and use of the Premises.

(b) This Lease Agreement shall be subordinate to each and every deed of trust, mortgage or other security instrument which may now or hereafter affect Lessor's Real Property and to any renewals, extensions, supplements, amendments, modifications or replacements thereof. In confirmation of such subordination, Lessee shall execute and deliver promptly any reasonable subordination agreement that Lessor may reasonably request, provided that such agreement acknowledges that this Lease Agreement remains in full force and effect, recognizes Lessee's right to non-disturbance and quiet enjoyment of the Premises so long as Lessee is not in default under this Lease Agreement, and Lessee's liability shall be capped at the remaining Rent under this Lease Agreement. If any mortgagee or lender succeeds to Lessor's interest in Lessor's Real Property through a foreclosure proceeding or by a deed in lieu of foreclosure, Lessee shall attorn to and recognize such successor as Lessor under this Lease Agreement.

(c) At any time upon not less than twenty (20) days' prior written notice by Lessor, Lessee shall execute, acknowledge and deliver to Lessor or any other party specified by Lessor, a statement in writing certifying that this Lease Agreement is in full force and effect, if true, and the status of any continuing defaults under this Lease Agreement.

20. Indemnifications.

a. Lessee's Indemnity. Lessee hereby agrees to indemnify and hold Lessor and Lessor's officers, directors, partners, shareholders, employees, agents, contractors and subcontractors harmless from and against any and all losses, claims, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) and injuries (including personal injuries or death) arising from or in connection with Lessee's (or Lessee's sublessees, licensees, subtenants, sublicensees, and contractors) use, operation, maintenance or repair of Lessee's Facilities at the Premises or access over Lessor's Real Property or Lessee's (or Lessee's sublessees, licensees, subtenants, sublicensees, and contractors) shared use of Lessor's easements for access to the Premises, except to the extent resulting from the negligence or willful misconduct of Lessor or

Lessor's officers, directors, partners, shareholders, employees, agents, contractors or subcontractors.

b. Lessor's Indemnity. Lessor hereby agrees to indemnify and hold Lessee and Lessee's officers, directors, partners, shareholders, employees, agents, contractors and subcontractors harmless from and against any and all losses, claims, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) and injuries (including personal injuries or death) arising from or in connection with Lessor's use, operation, maintenance or repair of improvements on Lessor's Real Property, the use of Lessor's Real Property by tenants, lessees, employees, agents and contractors of Lessor, or Lessor's shared use of easements for access to Lessor's Real Property, except to the extent resulting from the negligence or willful misconduct of Lessee or Lessee's officers, directors, partners, shareholders, employees, agents, contractors or subcontractors.

c. Special Damages. Notwithstanding any other provision of this Lease Agreement, neither Party shall be liable to the other for consequential damages, damages for lost profits, exemplary or punitive damages or other special damages, whether in tort, contract or equity.

21. Hazardous Material. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material (as defined below) on, under, about or within Lessor's Real Property in violation of any law or regulation. Lessor represents, warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within Lessor's Real Property in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within Lessor's Real Property in violation of any law or regulation. Lessor and Lessee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this Section. As used in this Section, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which Lessor's Real Property is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This Section shall survive the termination of this Lease Agreement.

22. Notices and Deliveries. Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight delivery service to the address of the respective Parties set forth below:

Lessor: Cathedral City, City Manager
68700 Avenida Lalo Guerrero
Cathedral City, CA 92234
Attn: Charlie McClendon
Tel: (760) 770-0372
Fax: (760) 202-1460
Federal Taxpayer ID: 95-3674780

With a copy to:

Charles R. Green, Esq., City Attorney
Green de Bornowsky, LLP
23801 Calabasas Road, Suite 1015
Calabasas, CA 91302

Lessee:

Los Angeles SMSA Limited Partnership,
dba Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing. Lessor or Lessee may from time to time designate any other address for notices or deliveries by written notice to the other Party as provided herein.

23. Miscellaneous.

(a) Severability. If any provision of this Lease Agreement is held to be invalid or unenforceable by a court of competent jurisdiction with respect to any Party, the remainder of this Lease Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected, each provision of this Lease Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties may negotiate in good faith to amend this Lease Agreement to retain the economic effect of any invalid or unenforceable provisions.

(b) Binding Effect. Each Party represents and warrants that said Party has full power and authority, and the person(s) executing this Lease Agreement have full power and authority, to execute and deliver this Lease Agreement, and that this Lease Agreement constitutes a valid and binding obligation of each Party, enforceable in accordance with its terms. This Lease Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective Parties.

(c) Waivers. No provision of this Lease Agreement shall be deemed to have been waived by a Party unless the waiver is in writing and signed by the Party against whom enforcement of the waiver is attempted. No custom or practice which may develop between the Parties in the implementation or administration of the terms of this Lease Agreement shall be construed to waive or lessen any right to insist upon strict performance of the terms of this Lease Agreement.

(d) Governing Law. This Lease Agreement shall be governed by and construed in accordance with the laws of the State of California.

(e) Attorneys' Fees and Costs. The prevailing Party in any legal claim arising hereunder shall be entitled to its reasonable attorneys' fees and costs and court costs.

(f) Survival. Terms and conditions of this Lease Agreement which by their sense and context survive the termination, cancellation or expiration of this Lease Agreement will so survive.

(g) Memorandum of Lease Agreement. Lessee acknowledges that a Memorandum of Lease Agreement substantially in the form annexed hereto as Exhibit “C” will be recorded by Lessor in the Official Records of the County where Lessor’s Real Property is located. Lessor shall send a copy of such recorded Memorandum of Lease Agreement to Lessee, at the address set forth for Lessee in Section 22, Notices and Deliveries, promptly following its receipt of same from the Riverside County Recorder.

(h) Entire Agreement; Amendments. Notwithstanding any applicable entitlement, license, or permit, this Lease Agreement constitutes the entire agreement and understanding between the Parties regarding Lessee’s lease of the Premises and supersedes all prior and contemporaneous offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease Agreement must be in writing and executed by duly authorized representatives of both Parties.

(i) No Presumptions Regarding Preparation of Lease Agreement. The Parties acknowledge and agree that each of the Parties has been represented by counsel or has had full opportunity to consult with counsel and that each of the Parties has participated in the negotiation and drafting of this Lease Agreement. Accordingly it is the intention and agreement of the Parties that the language, terms and conditions of this Lease Agreement are not to be construed in any way against or in favor of any Party hereto by reason of the roles and responsibilities of the Parties or their counsel in connection with the preparation of this Lease Agreement.

IN WITNESS WHEREOF, the Parties have caused this Lease Agreement to be executed by their duly authorized representatives on the dates set forth below and acknowledge that this Lease Agreement is effective as of the date first above written.

LESSOR:

City of Cathedral City,
a California municipal corporation

Print Name: _____

Title: _____

Date: _____

By: _____
(Signature)

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

LESSEE:

Los Angeles SMSA Limited Partnership,
dba Verizon Wireless

By: AirTouch Cellular, its General Partner

By: _____
(Signature)

Print Name: Brian Mecum

Title: Area Vice President Network

Date: _____

EXHIBIT A

DESCRIPTION OF LESSOR'S REAL PROPERTY

to the Lease Agreement dated _____, 2015, by and between the City of Cathedral City, a California municipal corporation, as Lessor, and Los Angeles SMSA Limited Partnership, dba Verizon Wireless, as Lessee.

Lessor's Property of which Premises are a part is described as follows:

LEGAL DESCRIPTION

EXHIBIT "A"

The land referred to herein is situated in the State of California, County of Riverside and described as follows:

The Southeast quarter of the Southwest quarter of Section 10, Township 4 South, Range 5 East, San Bernardino Base and Meridian, in the City of Cathedral City, County of Riverside, according to the Official Plan thereof on file in the Office of the Bureau of Indian Affairs;

Excepting the West 750 feet as described in the deed to the Palm Springs Unified School District recorded October 1, 1990 as Instrument No. 362726 of Official Records.

APN: 670-060-029

69400 30th Avenue, Cathedral City, California 92234

APN: 670-060-029, f/k/a APN: 067-060-024

EXHIBIT B

DESCRIPTION OF PREMISES

to the Lease Agreement dated _____, 2015, by and between the City of Cathedral City, a California municipal corporation, as Lessor, and Los Angeles SMSA Limited Partnership, dba Verizon Wireless, as Lessee.

The Premises consist of those specific areas described/shown below or attached where Lessee's communications antennae, equipment and cables occupy Lessor's Real Property. The Premises and the associated utility connections and access, including easements, ingress, egress, dimensions, and locations as described/shown, are approximate only and may be adjusted or changed by Lessee at the time of construction (provided that all prior approvals required by City Council of Cathedral City, the Cathedral City Planning Commission, or any legislative body of the City of Cathedral City have been obtained by Lessee) to reasonably accommodate sound engineering criteria and the physical features of Lessor's Real Property.

(A final drawing or copy of a property survey or site plan depicting the above shall replace this Exhibit B when initialed by Lessor or Lessor's designated agent and may be modified from time to time when initialed by both Lessor and Lessee.)

EXHIBIT C

MEMORANDUM OF LEASE AGREEMENT

CLERK: Please return this document to:
City of Cathedral City
68-700 Avenida Lalo Guerrero
Cathedral City, CA 92234
Attn: City Manager

This Memorandum of Lease Agreement is entered into on this _____ day of _____, _____ by and between the City of Cathedral City, a California municipal corporation, located at 68-700 Avenida Lalo Guerrero, Cathedral City, CA 92234(hereinafter referred to as "Lessor"), and Los Angeles SMSA Limited Partnership, dba Verizon Wireless, with offices at One Verizon Way, Mailstop 4AW100, Basking Ridge, New Jersey 07920 (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Communications Site Lease Agreement ("Agreement") on the _____ day of _____, _____, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. Subject to satisfaction by Lessee of the conditions precedent set forth in the Agreement, the term of the Agreement is for five (5) years commencing on the first day of the month after the date Lessee has obtained its building permit (the "Commencement Date"), acknowledging that prior to issuance of the building permit, the Agreement has been fully executed and Lessee has obtained a Conditional Use Permit, and terminating on the fifth (5th) anniversary of the Commencement Date, with four (4) successive five (5) year options to renew, subject to the terms set forth in Section 4 of the Agreement.
3. The land which is the subject of the Agreement is described in Exhibit A attached hereto.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement as of the day and year first above written.

LESSOR:

LESSEE:

City of Cathedral City, a municipal corporation

Los Angeles SMSA Limited Partnership, dba Verizon Wireless

By: Charlie McClendon

By: AirTouch Cellular, its General Partner

Name: _____

By: _____

Title: City Manager, as so authorized by the City Council

Name: Brian Mecum
Title: Area Vice President Network

Date: _____

Date: _____

STATE OF _____

COUNTY OF _____

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

State of California)
)
County of Orange)

On _____, 201__, before me, _____, Notary Public, personally appeared Brian Mecum, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above