

**LICENSE WITH OPTION**  
**Between the City of Carson and Verizon Wireless**

THIS LICENSE WITH OPTION (this "License") is by and between the City of Carson, a municipal corporation ("Licensor") and Los Angeles SMSA Limited Partnership, dba Verizon Wireless ("Licensee"). The Licensor and Licensee are at times collectively referred to hereinafter as "parties" or individually as "party."

**1. Option to License.**

(a) Licensor owns certain real property located at 19101 South Wilmington Avenue, Carson, CA 90746, also known as Anderson Park, and described in the attached Exhibit "A" (the "Property"). In consideration of the payment of Five Hundred Dollars (\$500.00) (the "Option Fee") by Licensee to Licensor, Licensor hereby grants to Licensee an option to license the use of a portion of the Property on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of six (6) months, commencing on the Effective Date (as defined below) (the "Option Period"). The Option Period may be extended by Licensee for an additional six (6) months upon written approval by Licensor and payment of the sum of Five Hundred Dollars (\$500.00) ("Additional Option Fee") at any time prior to the end of the Option Period.

(b) The parties acknowledge that Licensee seeks to evaluate the Property to determine if the Property is suitable to erect and maintain on the Premises (as defined below at Section 1(i)) facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, including, antenna(s), coaxial cable, base units, location based systems, and other associated equipment (collectively, the "Antenna Facilities").

(c) The effective date of this License is the date of execution by Licensor (the "Effective Date"). Licensor shall deliver the executed License to Licensee within fourteen (14) days of execution.

(d) During the Option Period and any extension thereof, and during the term of this License, Licensor agrees to cooperate with Licensee in obtaining, at Licensee's expense, all licenses and permits or authorizations required for Licensee's use of the Premises from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communication Commission ("FCC") ("Governmental Approvals").

(e) During the Option Period and any extension thereof, Licensor agrees that it will not interfere with Licensee's efforts to secure other licenses and permits or authorizations that relate to property other than the Property.

(f) Any and all work on the Property conducted by Licensee during the Option Period shall be subject to Licensor's prior approval, which such approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary in this License, Licensor reserves all its governmental authority and discretion to consider, approve, conditionally approve or deny any and all required land use entitlements.

(g) Licensee may, at any time following the full execution of this License and prior to the Commencement Date (defined below at paragraph 2), enter the Premises for the purpose of making necessary inspections, taking measurements and conducting engineering surveys (and soil tests where applicable) and other reasonably necessary tests to determine the suitability of the Premises for its Antenna Facilities ("Due Diligence"), and for the purpose of preparing the Premises for the installation or construction of its Antenna Facilities. During any Due Diligence activities or pre-construction work, Licensee shall have insurance, in accordance with Section 15, which covers such activities. Licensee will notify Licensors and obtain prior approval (which such approval shall not be unreasonably withheld, conditioned or delayed) of any proposed tests, measurements or pre-construction work and will coordinate the scheduling of such activities with Licensors. Licensee shall be liable for any and all damage to Licensors' Property to the extent caused by any Due Diligence or pre-construction activities of Licensee. If in the course of its Due Diligence, Licensee determines that the Premises are unsuitable for Licensee's contemplated use, then Licensee shall have the right to terminate this License prior to the Commencement Date by delivery of written notice thereof to Licensors as set forth in Section 11, Termination.

(h) Licensee shall repair in good workman-like manner and/or otherwise be responsible for any and all damage to the Property, to the extent caused by Licensee. Licensee agrees to conduct all activity so as not to disturb residents or interfere with use of the Property.

(i) If Licensee exercises the Option, then, subject to the terms and conditions herein, Licensors hereby licenses to Licensee the use of that portion of the Property sufficient for placement of the Antenna Facilities together with Access Rights (defined at Section 10 below) for access and utilities as described and depicted in the attached Exhibit "B" or otherwise approved by Licensors (collectively referred to hereinafter as the "Premises"). The Premises includes ground space measuring approximately one hundred ninety four (194) square feet for the placement of equipment (the "Equipment Space") and approximately 3.14 square feet for placement of a new fifty four foot and nine inch (54'9") tall flag pole (the "New Flag Pole").

(j) During the Option Period and any extension thereof, Licensee may exercise the Option by so notifying Licensors in writing, at Licensors' address in accordance with Section 17 hereof.

(k) Licensee acknowledges that this License does not convey any interest in real property to Licensee.

(l) Should Licensee fail to exercise this option or any extension thereof within the time herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered, this option terminated, and Licensors shall retain all money paid for the option, and no additional money shall be payable by either party to the other.

2. Term. The initial term of the License shall be five (5) years commencing on the first day of the month after the date of the exercise of the Option (the "Commencement Date"), and terminating at midnight on the last day of the calendar month occurring sixty (60) full calendar months after the Commencement Date (the "Initial Term").

3. Renewal.

(a) Licensee shall have the right to extend this License for two (2) additional and successive five (5) year terms (each a "Renewal Term") on the same terms and conditions as set forth herein. This License shall automatically renew for each successive Renewal Term unless:

(i) Licensee notifies Licensor, in writing, of Licensee's intention not to renew this License, at least six (6) months prior to the expiration of the Initial Term or any Renewal Term; or

(ii) The License has been terminated in accordance with Section 11 of this License.

(b) Six (6) months prior to the end of the last Renewal Term, Licensee shall notify Licensor in writing of the expiration of the term. Said notice shall be sent to Licensor at the address specified in Section 17 below.

4. Consideration and Deposit.

(a) From and after the Commencement Date, Licensee shall pay Licensor or designee, as a License Fee, One Thousand Nine Hundred Dollars (\$1,900.00) per month ("License Fee"). The first payment of the License Fee shall be due within thirty (30) days following the Commencement Date and shall be prorated based on the days remaining in the month following the Commencement Date, and thereafter the License Fee will be payable monthly in advance by the fifth day of each month to Licensor at the address specified in Section 17 below. If this License is terminated for any reason (other than a default by Licensee) at a time other than on the last day of a month, the License Fee shall be prorated as of the date of termination and all prepaid License Fee shall be refunded to Licensee.

(b) The minimum monthly License Fee shall be automatically adjusted on each anniversary of the Commencement Date in an amount equal to the increase in the Consumer Price based upon the following formula:

$$\text{Renewal License Fee} = (\text{Basic License Fee}) + ((\text{IR} - \text{IL}) / \text{IL}) \times \text{Current License Fee}$$

Definitions: (i) "IR" is the Consumer Price Index for the month which is three (3) months immediately preceding the then current annual anniversary of the Commencement Date; (ii) "IL" is the Consumer Price Index for the month which is three (3) months immediately preceding the month in which the term of this License commenced; (iii) "Basic License Fee" is the initial License Fee to be paid by Licensee under this License; and (iv) "Consumer Price Index" shall mean the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for Urban Wage Earners and Clerical Workers for All Items (CPI W) U.S. City average or shall mean the successor thereto. In the event the Consumer Price Index is converted to a different standard reference base or otherwise revised, the determination of the rent for the second year and each succeeding year shall be made with the use of such conversion factor, formula or table for converting the Consumer Price Index as may be published by the Bureau of Labor Statistics, or if the Bureau should fail to publish the

same, then with the use of such conversion factor, formula or table for converting the Consumer Price Index as may be published by Prentice Hall, Inc., or any other nationally recognized publisher or similar statistical information. If the Consumer Price Index ceases to be published and there is no successor thereto, such other index as Licensor and Licensee may agree upon shall be substituted for the Consumer Price Index, and if they are unable to agree, then such matter shall be submitted to arbitration in accordance with the then existing commercial rules of arbitration of the American Arbitration Association at the American Arbitration Association office nearest the Licensee.

Notwithstanding the foregoing, in no event shall the License Fee be increased by more than five percent (5%) of the License Fee paid during the previous year.

(c) In addition to the License Fee, within thirty (30) days of the Commencement Date, Licensee shall pay Licensor a one-time, non-refundable administrative fee, as reimbursement for processing Licensor's request, in the amount of Fifteen Thousand Dollars (\$15,000.00) for Licensor's sole use and discretion.

(d) Within one hundred twenty (120) days of the Effective Date of this License, Licensee shall provide Licensor with, and at all times thereafter maintain, a security deposit in the amount of Six Thousand Dollars (\$6,000.00).

5. Late Payment. Licensee hereby acknowledges that late payment by Licensee to Licensor of License Fee or other sums due hereunder will cause Licensor to incur costs not contemplated by this License, the exact amount of which is extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, any payment of any sum to be paid by Licensee not paid when within five (5) days of its due date shall be subject to a five percent (5%) late charge. Licensor and Licensee agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Licensor for its loss suffered by such late payment by Licensee.

6. Permitted Use. Subject to Licensor's prior written approval (which such approval shall not be unreasonably withheld, conditioned or delayed) and all applicable land use or other entitlement and permit processes, the Premises may be used by Licensee for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of Antenna Facilities. Licensee agrees to install all Antenna Facilities, cables, wires, utilities or other devices or apparatus underground where feasible and in accordance with the plans attached to this License or otherwise approved by Licensor. All activity on the Property shall be subject to Licensor's prior written approval (which such approval shall not be unreasonably withheld, conditioned or delayed). All future construction, structural modifications, alterations, or major or minor repairs shall comply with the provisions of the Licensor's then current design criteria - and shall not be commenced without the Licensor Engineer's prior written approval (which such approval shall not be unreasonably withheld, conditioned or delayed) that the plans, specifications and schedule for such construction, structural modification or alteration are in conformance therewith, and that all applicable fees and charges due Licensor by Licensee have been paid.

7. New Flag Pole. Licensee agrees that it will construct the New Flag Pole in compliance with all applicable laws and substantially in accordance with Exhibit B. Within thirty (30) days after the installation of the New Flag Pole, Licensors shall inspect the New Flag Pole with a representative of Licensee present and provide written notice to Licensee: (i) of Licensors approval of the construction of the New Flag Pole within such thirty (30) day period ("Approval Notice"); or (ii) of any construction deficiencies to Licensee within said thirty (30) day time period ("Deficiency Notice"). If a Deficiency Notice is received by Licensee, Licensee shall promptly commence any repairs and/or remedial work necessary to correct the deficiencies described therein. Licensors shall then inspect the New Flag Pole with respect to such construction deficiencies while in the presence of a Licensee representative. If Licensors reasonably determines that Licensee has corrected such construction deficiencies in compliance with the Deficiency Notice, Licensors shall send the Approval Notice to Licensee. In the event Licensors either fails to provide the Approval Notice or Deficiency Notice to Licensee within such thirty (30) day time period, Licensors shall be deemed to approve the New Flag Pole. Throughout the term of this License, Licensee shall be responsible to maintain and repair the New Flag Pole in good condition, reasonable wear and tear excepted, and in compliance with all applicable laws and regulations. At the expiration of this License, Licensee shall not remove the New Flag Pole, but shall transfer such New Flag Pole to Licensors, in its as-is condition. [Licensors shall be permitted to fly a flag (the "Flag") and install and maintain related rigging equipment on the New Flag Pole at a location and in a manner reasonably acceptable to Licensee. The Flag and related rigging equipment shall be owned and maintained by Licensors. Prior to performing any repair with respect to the rigging equipment, Licensors shall provide Licensee with not less than forty-eight (48) hours written notice of such repair. Any request for an extension to the timelines provided herein shall not be unreasonably denied.

8. Interference.

(a) Licensee shall comply with all applicable non-interference rules of the Federal Communications Commission. Licensee shall not use the Premises in any way which interferes with the use of the Property by Licensors, or any of its employees, agents, or Pre-Existing Facilities of its tenants, lessees or licensees. Nor shall Licensee or any of its use of the Premises interfere with Licensors communications configurations, frequencies or operating equipment or any other utility which exist on the Licensors Property on the Commencement Date of this License ("Pre-Existing Facilities"). Upon written notice from Licensors of apparent interference by Licensee with Pre-existing Facilities, Licensee shall have the responsibility to promptly terminate such interference or demonstrate to Licensors with competent information that the apparent interference in fact is not caused by Licensees facilities or operations. Upon written notice from Licensee of apparent interference, by Licensors or its agents, tenants, lessees, or licensees, with Antenna Facilities, Licensors shall have the responsibility to promptly notify the offending party and request termination of such interference or demonstrate to Licensee with competent information that the apparent interference in fact is not caused by Licensors or its agents'tenants', lessees', or licensees', facilities or operations. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference will cause irreparable injury, and therefore shall have the right

to bring a court action to enjoin such interference or to terminate this License upon notice.

(b) Licensee shall conduct all of its activities on the Premises, including but not limited to Due Diligence activities and construction, operation and maintenance of the Antenna Facilities, in a manner that does not materially interfere with the Licensor's operations, or use of the Property by the Licensor or Pre-Existing Facilities of third parties. Any determination as to whether any interference is "material" shall be made by the Licensor in its sole, reasonable discretion. In the event such interference occurs and, upon written notice, Licensee fails to cease such interference within thirty (30) days, the Licensor may deliver a Notice of Termination to Licensee, in which case this License shall terminate in accordance with Section 11.

9. Construction and Maintenance.

(a) Construction. All of Licensee's construction and installation work at the Premises shall be performed at Licensee's sole cost and expense and in a good and workmanlike manner. Licensee shall only conduct work in conformance with the site plan attached hereto as Exhibit "B". Licensee shall be liable for any and all damage to Licensor's Real Property to the extent caused by any Due Diligence, pre-construction, construction or removal activities of Licensee.

(i) Schedule and Notice. Licensee will notify Licensor and obtain prior approval (which such approval shall not be unreasonably withheld, conditioned or delayed) of any proposed tests, measurements or construction work and will coordinate the scheduling of such activities with Licensor. Licensor shall submit to Licensor an accurate construction schedule for work, construction, pre-construction or Due Diligence activities. In the event that Licensee seeks to deviate from said schedule, Licensee shall notify Licensor at least forty-eight (48) hours in advance.

(ii) Cost. All of Licensee's construction and installation work at the Premises shall be performed at Licensee's sole cost and expense. Licensee shall also reimburse Licensor for the reasonable direct and actual costs incurred by Licensor associated with Licensor's required and conducted construction inspections; Licensee shall reimburse Licensor for all reasonable costs, including regular and overtime wages, related to staff and similar resources expended by Licensor to facilitate Licensee's construction, pre-construction or Due Diligence activities.

(b) Maintenance and Repairs. Licensee shall maintain Licensee's Antenna Facilities and the Premises in neat and safe condition in compliance with all applicable codes and governmental regulations. In the event that Licensee's Antenna Facilities fall into disrepair, Licensee shall repair or take other required actions within thirty (30) days of written notice from Licensor. Licensee shall not be required to make any repairs to the Premises except for damages to the Licensor's Real Property caused by Licensee, its employees, agents, contractors or subcontractors.

10. Improvements; Utilities; Access.

(a) Subject to Licensors prior written approval (which such approval shall not be unreasonably withheld, conditioned or delayed) and all applicable land use or other entitlement and permit processes, Licensee shall have the right, at its expense, to erect and maintain on the Premises its Antenna Facilities. Subject to Licensors prior written approval (which such approval shall not be unreasonably withheld, conditioned or delayed) and all applicable land use or other entitlement and permit process, Licensee may alter, replace, expand, enhance or upgrade the Antenna Facilities at any time during the term of this License. Licensee shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances, and shall discharge or bond any mechanic's lien filed or recorded. Antenna Facilities shall remain the exclusive property of Licensee and shall not be considered fixtures. The New Flag Pole, Flag and rigging equipment shall remain property of Licensor in accordance with Paragraph 7. Licensee shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this License.

(b) Licensee shall, at Licensee's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this License, normal wear and tear excepted. Upon termination or expiration of this License, the Premises shall be returned to Licensor in good, usable condition, normal wear and tear excepted. Removal of the Antenna Facilities shall be in accordance with Section 12 of this License.

(c) Subject to Licensor's prior written approval (which such approval shall not be unreasonably withheld, conditioned or delayed) and all applicable land use or other entitlement processes, Licensee shall have the right to install utilities, at Licensee's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Licensor agrees to use reasonable efforts in assisting Licensee to acquire necessary utility service. Licensee shall, wherever practicable, install separate meters for utilities used on the Property by Licensee. In the event separate meters are not installed, Licensee shall fully and promptly pay for all charges for all utilities attributable to Licensee's use, operation and maintenance of Licensee's Antenna Facilities. In no event shall Licensor be liable to Licensee for any power interruption, change in quality or failure of the supply of electricity or any other utility used by Licensee.

(d) As partial consideration for the License Fee paid under this License, Licensor hereby grants Licensee an easement in, under and across the Property for ingress, egress, utilities and access to the Premises adequate to install and maintain utilities, which include, but are not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this License and any Renewal Term (collectively, the "Access Rights"). The Access Rights provided hereunder shall have the same term as this License and shall be as described and depicted at Exhibit "B" or otherwise approved by Licensor.

(e) Licensee shall have access to the Premises during 9:00 am and 7:00 pm for the Initial Term of this License and any Renewal Term at no additional charge to the Licensee. In the event Licensee seeks to access the Premises at any other time, Licensee shall obtain prior

written approval from Licensor, which such approval shall not be unreasonably withheld, conditioned or delayed. In accessing the premises, except in the event of an emergency, Licensor agrees not to disturb or interfere with the surrounding residences or with the business or other activities of Licensor or of other tenants or occupants of Licensor's Property.

11. Termination. Except as otherwise provided herein, this License may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days written notice by Licensor if Licensee fails to cure a default for payment of amounts due under this License within that thirty (30) day period;

(b) immediately by Licensee, prior to Licensee's installation of the Antenna Facilities on the Premises, if Licensee notifies Licensor of unacceptable results of any title report, environmental or soil tests;

(c) upon thirty (30) days written notice by Licensee, if the Property is or becomes unacceptable under Licensee's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong or if Licensee is unable to obtain, maintain, or otherwise forfeits or cancels any license (including without limitation an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Licensee's business;

(d) immediately upon written notice by Licensee if the Antenna Facilities are destroyed or damaged so as in Licensee's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Licensee shall be entitled to the reimbursement of any License Fee prepaid by Licensee. If Licensee elects to continue this License, then all License Fee shall abate until the Premises and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction; or

(e) in accordance with this License including Sections 1(g), 8, 13 and 19.

12. Removal. Upon termination, Licensee must remove Licensee's Antenna Facilities within sixty (60) days after the termination date. Upon removal, Licensee shall ensure the Property and Premises are in substantially the same condition existing as of the Commencement Date, less ordinary wear and tear. Licensee shall be liable for any and all damage caused by removal of Licensee's Antenna Facilities. In the event that the Licensee fails to remove Licensee's Antenna Facilities within such sixty (60) days, Licensor may provide Licensee with written notice of Licensor's intention to remove Licensee's Antenna Facilities at Licensee's sole cost and expense. If Licensee fails to commence removal of such Antenna Facilities within ten (10) business days of delivery of Licensor's notice, Licensor may commence such removal, at Licensee's sole cost and expense. If such time for removal of Licensee's Antenna Facilities causes Licensee to remain on the Premises after termination of this License, Licensee shall pay rent at the then existing monthly rate until such time as the removal of the Antenna Facilities are completed.



13. Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, either party shall have the right, but not the obligation, to terminate this License on written notice pursuant to Section 17 hereof, to take effect immediately, if the other party fails to perform any covenant for a period of thirty (30) days after receipt of written notice thereof to cure provided that the defaulting 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.

14. Taxes. Licensee shall pay when due any personal property, real estate taxes, assessments, or charges owed on the Property which is attributable to this License or Licensee's use of the Premises and/or the installation, maintenance, and operation of the Licensee's improvements, including any increase in real estate taxes at the Property which is attributable to this License or Licensee's improvements and/or Licensee's use of the Premises. Licensor and Licensee shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the activities conducted by Licensor or Licensee at the Property.

15. Insurance. Prior to Licensee accessing the Property, Licensee shall provide to Licensor proof of insurance, at Licensee's sole cost and expense, to remain in full force and effect during the entire term of this License. The following policies must be maintained: (i) Commercial General Liability Insurance in an aggregate amount with a limit not less than one million and no/100 dollars (\$1,000,000.00) per occurrence and in the aggregate; (ii) Workers' Compensation Insurance as required by law; (iii) Automobile Liability Insurance with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per accident; (iv) Employer's Liability Insurance with a limit not less than One Million Dollars (\$1,000,000.00) per occurrence. Licensee may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Licensee may maintain.

16. Indemnification. Licensee hereby agrees to indemnify, defend and hold harmless Licensor and Licensor's officers, directors, partners, shareholders, employees, agents, contractors or subcontractors 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) (collectively, "Losses and Injuries") arising from or in connection with Licensee's use, operation, maintenance or repair of Licensee's Antenna Facilities at the Premises or access over Licensor's Property, any activities including those performed pursuant to the Option provisions contained herein, or Licensee's shared use of Licensor's easements for access to the Premises; provided, that Licensee's obligation to indemnify and hold harmless shall only be to the extent Licensee or its employees, officers or agents causes the Losses and Injuries. Notwithstanding anything to the contrary in this License, the parties hereby confirm the provisions of this Section shall survive the expiration or termination of this License.

17. Notices. All notices, requests, demands and other communications shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from

the sender to the addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing. Licensor or Licensee may from time to time designate any other address for this purpose by providing written notice to the other party.

**If to Licensee, to:**

Los Angeles SMSA Limited Partnership  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attn: Network Real Estate  
(Re: Dominguez University)

**If to Licensor, to:**

City of Carson  
701 East Carson Street  
Carson, CA 90745  
Attn: City Manager

**And with a copy to:**

Aleshire & Wynder, LLP  
1515 West 190<sup>th</sup> Street  
Gardena, CA 90248  
Attn: William W. Wynder

**Send License Fee Payments to:**

City of Carson  
701 East Carson Street  
Carson, CA 90745  
Attn: City Treasurer

18. **Quiet Enjoyment and Authority.** So long as Licensee or Licensor is not in default under this License, Licensee and Licensor shall be entitled to quiet enjoyment of the Premises during the Initial Term of this License or any Renewal Term, and Licensee or Licensor shall not be disturbed in its occupancy and use of the Premises. As of the Effective Date and at all times during the Initial Term and any Renewal Terms of this License, the parties agrees (i) the parties have the full right, power and authority to execute and perform this License; and (ii) execution and performance of this License will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on either party.

19. **Condemnation.** If a condemning authority takes all of Licensor's Property, or a portion which in Licensee's reasonable opinion is sufficient to render the Premises unsuitable for Licensee's ongoing operation of a wireless communications site, then this License shall terminate without further liability of Licensee as of the date when possession is delivered to the condemning authority. In any condemnation proceeding 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.

20. **Environmental Laws.** Licensor and Licensee shall not introduce or use on the Property any substance, chemical or waste that is identified as hazardous, toxic or dangerous (collectively, "Hazardous Substance") in violation of any applicable law. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and

judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. The indemnifications in this Section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 20 shall survive the termination or expiration of this License.

21. Assignment and Subleasing. Licensee may assign or otherwise transfer this License and the Access Rights (as defined above) granted herein upon written approval of Licensors, which such approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, this License may be sold, assigned or transferred by the Licensee (with notice to the Licensors which shall be given within ninety (90) days after such assignment) to the Licensee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Licensee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. Upon such assignment, Licensee shall be relieved of all liabilities and obligations hereunder and Licensors shall look solely to the assignee for performance under this License and all obligations hereunder but only if the assignee has agreed in writing to be responsible for all of Licensee's obligations pursuant to this License. No change of stock ownership, partnership interest or control of Licensee or transfer upon partnership or corporate dissolution of Licensee shall constitute an assignment hereunder. Licensee may sublease the Premises, upon written approval of Licensors, which such approval shall not be unreasonably withheld, conditioned or delayed.

22. Successors and Assigns. This License and the Access Rights granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns, as permitted by this License.

23. Co-Location.

(a) If Licensors wish to install antennas and/or equipment at the Premises, Licensors shall submit preliminary plans and specifications to Licensee. Licensee shall have fifteen (15) business days to respond after Licensee receives reasonably detailed preliminary plans and specifications from Licensors in writing with preliminary comments concerning Licensors' proposed plans and specifications and Licensee's approval or disapproval of such plans and specifications, which approval shall not be unreasonably withheld, conditioned or delayed. If Licensors' plans and specifications are not approved by Licensee in accordance with the foregoing, then Licensors shall revise its plans and specifications to meet the reasonable objections thereto set forth in Licensee's written disapproval. No construction, installation, testing, or operation of Licensors' transmitting/receiving equipment shall be permitted until Licensee approves Licensors' plans and specifications in accordance with the foregoing. If Licensors' plans and specifications are approved by Licensee, Licensors shall notify Licensee in writing as to the scheduled date and time of commencement of construction and installation of

Licensor's transmitting/receiving equipment not less than five (5) business days prior to such date.

(b) If Licensor chooses to occupy a tower/monopole built by Licensee, and Licensor's plans have been approved by Licensee pursuant to the process described in subparagraph 23(a) above, Licensor may engage a contractor to install its equipment on Licensee's Facilities. Licensee reserves the right to approve Licensor's list of contractors prequalified to perform the equipment installation. Contractors utilized by Licensor must all provide proof of adequate insurance coverage and must name Licensee as an additional insured. Licensee shall inspect the installation and advise Licensor of any deficiencies noted.

(c) Prior to Licensor's occupation of a tower/monopole constructed by Licensee at the Premises, the parties agree to negotiate in good faith issues concerning such occupation by Licensor including, but not limited to, insurance, maintenance, interference and Licensor's indemnification of Licensee for any damage to Licensee's Facilities, and draft an amendment to this License to address same, provided however, Licensee shall not be entitled to any reduction in License Fees nor renegotiation of any other terms of this License in connection with such amendment.

24. Relocation of Licensee's Antenna Facilities. Subject to the other provisions of this License, in the event Licensor desires to redevelop, modify, remodel or in any way alter Licensor's Property or any improvements thereon ("Redevelopment"), Licensor shall in good faith use its best efforts to fully accommodate, Licensee's continuing use of the Premises. If any proposed Redevelopment necessitates the relocation of the Premises or Licensee's Antenna Facilities, or any alterations to Licensee's Antenna Facilities, then Licensee shall relocate or make the necessary alterations, at Licensee's sole cost, expense and risk; provided, however, that Licensor has provided Licensee with no less than six (6) months prior written notice of Licensor's proposed Redevelopment. Licensee shall be allowed if necessary to place a temporary communications facility on Licensor's Property during such relocation, in a location and a manner reasonably acceptable to Licensor. If Licensee, in its sole and reasonable discretion can not relocate to a location on Licensor's Property which is technologically and operationally feasible, then Licensee may terminate this License with thirty (30) days written notice to Licensor. Licensor shall only be entitled to require Licensee to relocate Licensee's Antenna Facilities once at Licensee's sole expense.

25. Severability. If any term of this License is found to be void or invalid, then such finding shall not affect the remaining terms of this License, which shall continue in full force and effect. The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof. No provision of this License will be deemed waived by either party unless expressly waived in writing and signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this License shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

26. Governing Law and Venue. This License shall be construed in accordance with the laws of the State of California. The parties further agree that Los Angeles County, California is the proper place for venue as to any litigation and Licensee agrees to submit to personal jurisdiction of such court in the event of litigation.

27. Attorney's Fees and Costs. This License constitutes the entire agreement and understanding of the parties regarding Licensee's use of the Property for the Antenna Facilities, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this License must be in writing and executed by both parties.

28. Entire Agreement; Amendments. This License constitutes the entire agreement and understanding of the parties regarding Licensee's use of the Property for the Antenna Facilities, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this License must be in writing and executed by both parties.

29. Waiver. No provision of this License 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 License shall be construed to waive or lessen any right to insist upon strict performance of the terms of this License.

30. Miscellaneous.

(a) Lessor shall not be accountable for any vandalism that may occur upon the Premises by circumstances beyond the reasonable control of Lessor. However, Licensee shall be responsible to maintain the Premises including removal or repair of vandalism in accordance with Paragraph 9(b).

(b) Lessor may post upon the Premises a "Notice of Nonresponsibility" in accordance with applicable laws.

(c) Prior to any installation of the Antenna Facilities, Licensee agrees to obtain all required permits and/or licenses pertaining to the installation, operation, maintenance and repair of its equipment on the Premises including but not limited to applicable licenses from the Federal Communications Commission or applicable permits from Lessor including any applicable conditional use permit.

(d) Licensee shall make every effort to not disturb the public park activities during the installation, repair or daily operations of Licensee's Antenna Facilities.

(e) Licensee agrees not to maintain nor permit any nuisances on the Premises, nor permit the Premises to be used for any purpose or use in violation of any of the laws, ordinances, rules or regulations of any public authority applicable thereto.

(f) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of License in substantially the form attached hereto as Exhibit "C")

necessary to protect its rights or use of the Premises. The Memorandum of License may be recorded in place of this License, by either party.

(g) This License may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(h) If Licensee is represented by any broker or any other leasing agent, then Licensee is responsible for all commission fees or other payment to such agent, and agrees to indemnify and hold Licenser harmless from all claims by such broker or anyone claiming through such broker.

(i) Terms and condition of this License, which by their sense and context survive the expiration or termination of this License.

**[Signatures on following page]**

**IN WITNESS WHEREOF, the parties have caused this License to be executed by their duly authorized representatives on the dates set forth below and acknowledge that this License is effective as of the date of execution by Licensor.**

**LICENSOR:**

City of Carson,  
a political subdivision of the State of  
California

ATTEST:

By:   
CITY CLERK HELEN S. KAWAGOE  
08/13/09

By:   
MAYOR JIM DEAR

Dated: 08/10/09  
SEAL

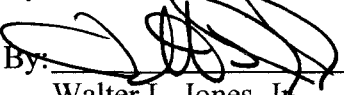
APPROVED AS TO FORM:

By:   
CITY ATTORNEY

**LICENSEE:**

LOS ANGELES SMSA LIMITED  
PARTNERSHIP dba Verizon Wireless

By: AirTouch Cellular, its general partner

By:   
Walter L. Jones, Jr.  
Area Vice President Network

Dated: 7/30/09

## **Exhibit A**

### **Legal Description of Property**

Licensors' Property, with Assessor's Parcel Number 7320-005-901/902 of which the Premises are a part is described as follows:

#### **Parcel 1:**

Lot 366 of Tract No. 27522, in the City of Carson, County of Los Angeles State of California, as per map recorded in Book 700, Page(s) 6 to 12 inclusive of Maps, in the office of the County Recorder of said County.

Beginning at a point on the north line of said lot distant north  $87^{\circ}58'56''$  east 370.34 feet from the northwest corner of said lot; thence north  $87^{\circ}58'56''$  east along said line a distance of 100.87 feet to the beginning of a tangent curve concave to the southwest having a radius of 25.00 feet; thence along said curve through a central angle of  $87^{\circ}57'55''$  an arc distance of 38.38 feet, to a tangent point on the east line of said lot; thence south  $4^{\circ}03'09''$  east along said east line a distance of 132.87 feet to a point; thence south  $87^{\circ}58'56''$  west parallel with said north line, a distance of 125.00 feet to a point; thence north  $4^{\circ}03'09''$  west parallel with said east line, a distance of 157.00 feet, more or less, to the point of beginning.

#### **Parcel 2:**

That portion of Lot 366 of Tract No. 27522, in the City of Carson, County of Los Angeles State of California, as per map recorded in Book 700, Page(s) 6 to 12 inclusive of Miscellaneous Maps, in the office of the County Recorder of said County, not included within the following described land:

Beginning at a point on the north line of said lot distant north  $87^{\circ}58'56''$  east 370.34 feet from the northwest corner of said lot; thence north  $87^{\circ}58'56''$  east along said line a distance of 100.87 feet to the beginning of a tangent curve concave to the southwest having a radius of 25.00 feet; thence along said curve through a central angle of  $87^{\circ}57'55''$  an arc distance of 38.38 feet, to a tangent point on the east line of said lot; thence south  $4^{\circ}03'09''$  east along said east line a distance of 132.87 feet to a point; thence south  $87^{\circ}58'56''$  west parallel with said north line, a distance of 125.00 feet to a point; thence north  $4^{\circ}03'09''$  west parallel with said east line, a distance of 157.00 feet, more or less, to the point of beginning.

(End of Legal Description)



## **Exhibit B**

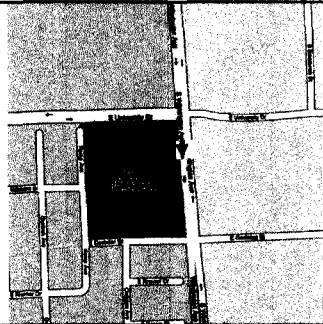
### **Description of Premises**

The Premises consist of those specific areas (described or shown in the attachment) where the Antenna Facilities occupy Licensor's Property.



**DOMINGUEZ UNIVERSITY**  
19101 S WILMINGTON AVE  
CARSON, CA 90746

**VICINITY MAP**



**DRIVING DIRECTIONS**

- STARTING FROM VERIZON WIRELESS IRVINE OFFICE:
- 1: START OUT GOING SOUTHWEST ON SAND CANYON AVE TOWARD WATERWORKS WAY.
  - 2: MERGE ONTO I-405 N.
  - 3: TAKE THE WILMINGTON AVE EXIT- EXIT 33B.
  - 4: TURN RIGHT ONTO WILMINGTON AVE.
  - 5: MAKE A U-TURN AT E GLADWICK ST ONTO S WILMINGTON AVE / WILMINGTON AVE.
  - 6: END AT 19101 S WILMINGTON AVE

**GENERAL CONTRACTOR NOTES**

CONTRACTOR SHALL VERIFY ALL PLANS WITH EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ARCHITECT IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

**CODE COMPLIANCE**

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LOCAL CODES.

**PROJECT DESCRIPTION**

CONSTRUCTION OF A UNMANNED WIRELESS CELL SITE FOR VERIZON WIRELESS.

PROJECT CONSIST OF (3) EQUIPMENT CABINETS WITHIN CMU WALL ENCLOSURE, (1) FLAGPOLE, (6) PANEL ANTENNAS, AND RUN FOR UTILITIES.

**PROJECT TEAM**

**ARCHITECT:**

FULSANG ARCHITECTURE  
3400 VIA OPORTO SUITE 204  
NEWPORT BEACH, CA 92663  
CONTACT: ERIC FULSANG  
PHONE: (949) 838-4139

**SURVEYOR:**

BERT HAZE & ASSOCIATES  
3100 AIRWAY AVE #101  
COSTA MESA, CA 92626  
CONTACT: BERT HAZE  
PHONE: (714) 567-1587

**PROJECT REPRESENTATIVE:**

MM-TITAN INC.  
12225 SOUTH ST. #205  
ARTESIA, CA 90401  
CONTACT: RAMON R. SALAZAR  
PHONE: (714) 483-0648

**PROJECT INFORMATION**

**APPLICANT/LESSEE**

VERIZON WIRELESS  
15505 SAND CANYON AVE.  
BUILDING "D" 1st FLOOR  
IRVINE, CA 92618  
PHONE: (949) 286-7000

**PROPERTY INFORMATION**

PROPERTY OWNER: CITY OF CARSON  
CONTACT PERSON: EDWARD ESCAMILLA  
CONTACT NUMBER: (310) 847-3500  
PROPERTY ADDRESS: 19101 S. WILMINGTON AVE  
CARSON, CA 90746

A.P.N.: 7320-005-901/902  
LATITUDE: 33 51' 28.25" N  
LONGITUDE: 118 14' 07.23" W  
ELEVATION: TBD  
JURISDICTION: CITY OF CARSON  
CURRENT ZONING: OPEN SPACE  
TYPE OF CONSTRUCTION: V-N  
HANDICAP REQUIREMENTS: FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS NOT REQUIRED.

**SHEET INDEX**

SHEET	DESCRIPTION
T1	TITLE SHEET
1 OF 2	TOPOGRAPHIC SURVEY
2 OF 2	TOPOGRAPHIC SURVEY
A1	OVERALL SITE PLAN
A2	ENLARGED SITE PLAN, EQUIPMENT LAYOUT, AND ANTENNA LAYOUT
A3	ELEVATIONS
A4	ELEVATIONS

**COAX/ANTENNA SCHEDULE**

ANTENNA SECTOR	AZIMUTH	ANTENNA MAKE/MODEL	COAX LENGTH	CABLE SIZE
SECTOR 1	30°	TBD	100'	7/8"
SECTOR 2	180°	TBD	100'	7/8"
SECTOR 3	300°	TBD	100'	7/8"
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
GPS	N/A	-	20'	1/2"

NOTE: CONSTRUCTION MANAGER TO FIELD VERIFY CABLE LENGTHS PRIOR TO ORDERING, FABRICATING, OR INSTALLATION OF CABLES. CHECK RF DATA SHEET.

**APPROVAL**

LANDLORD: \_\_\_\_\_  
PROJECT MANAGER: \_\_\_\_\_  
CONSTRUCTION MANAGER: \_\_\_\_\_  
RF ENGINEER: \_\_\_\_\_  
SITE ACQUISITION: \_\_\_\_\_  
ZONING MANAGER: \_\_\_\_\_  
UTILITY COORDINATOR: \_\_\_\_\_  
NETWORK OPERATIONS: \_\_\_\_\_

**Verizon**wireless  
15505 SAND CANYON AVE.  
BUILDING "D" 1st FLOOR  
IRVINE, CA 92618  
PHONE (949) 286-7000

**DOMINGUEZ UNIVERSITY**  
19101 S. WILMINGTON AVE  
CARSON, CA 90746  
COUNTY OF LOS ANGELES

**ZONING**

01/14/08

REV	DATE	DESCRIPTION	BY
0	12/21/07	LEGISE CORRECT	JL
1	01/03/08	ZONING DRAWING	
2	01/14/08	VERIZON COMMENTS	

**FULSANG**  
ARCHITECTURE  
3400 VIA OPORTO  
SUITE 204  
NEWPORT BEACH, CA 92663  
PHONE (949) 838-4139

DRAWN BY: J.L. REVIEWED BY: EF  
SEAL

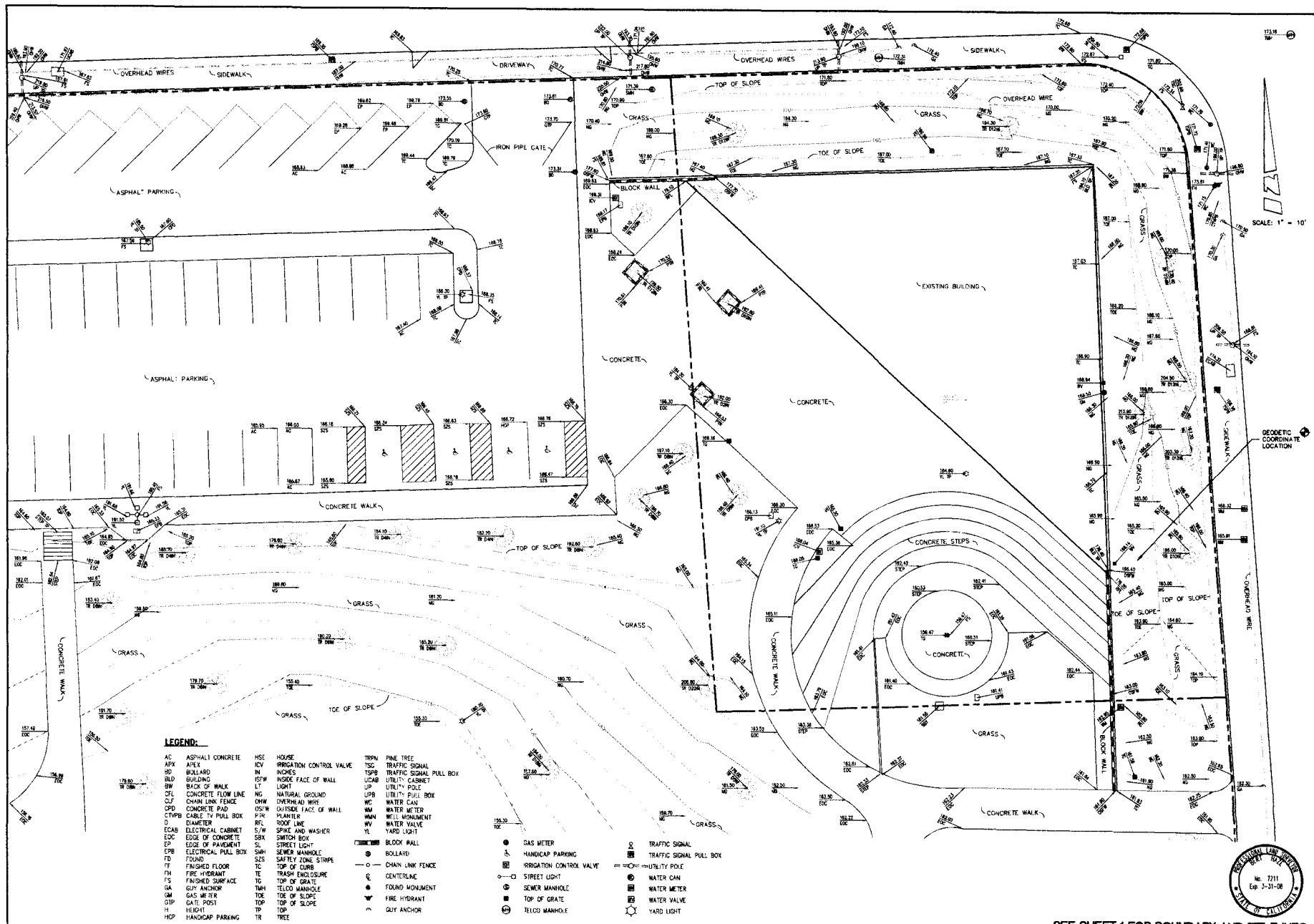
SHEET TITLE

TITLE SHEET

SHEET NUMBER

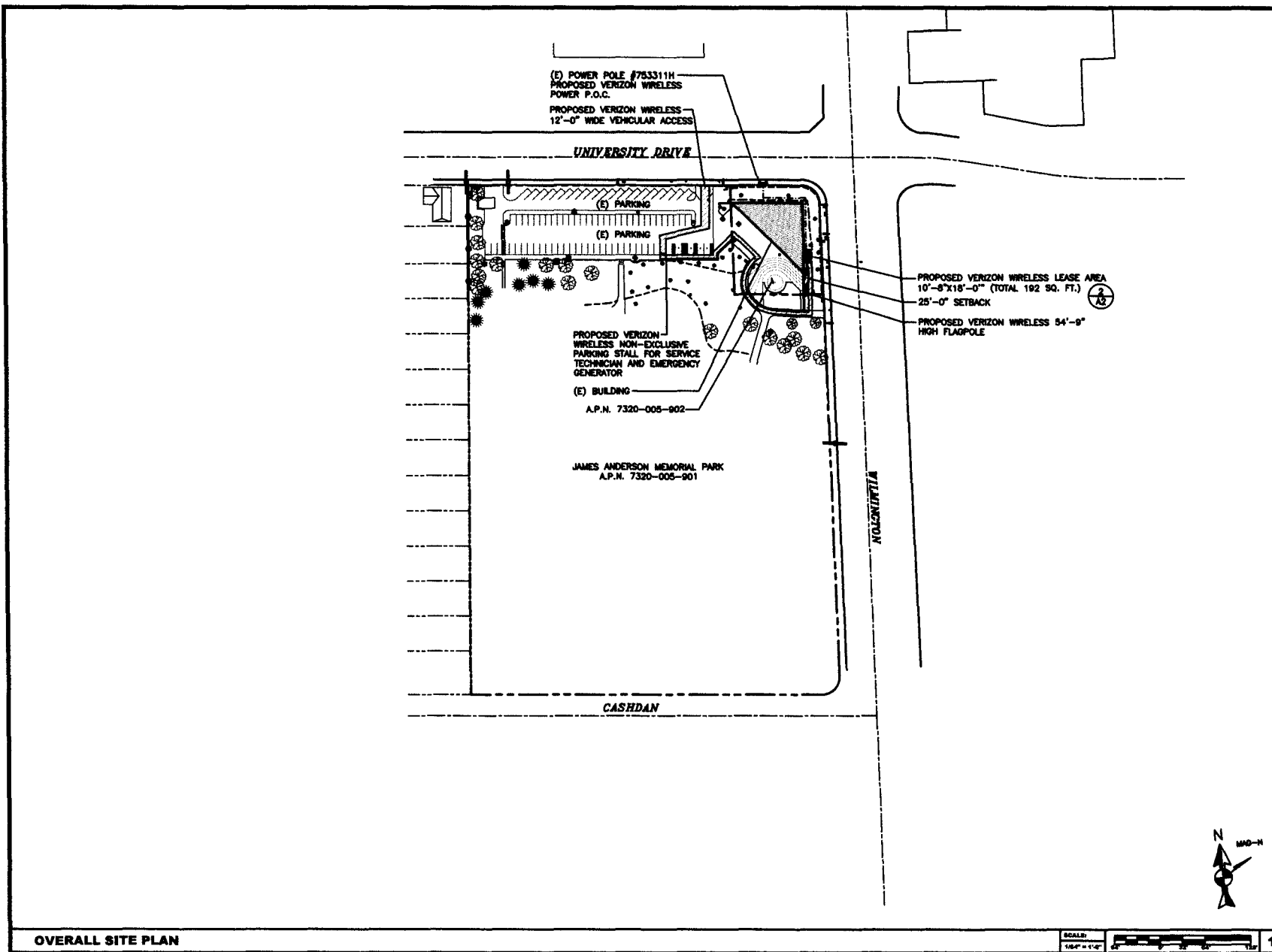
**T1**





SEE SHEET 1 FOR BOUNDARY AND TITLE INFO.

<b>TOPOGRAPHIC SURVEY</b> DOMINGUEZ UNIVERSITY 19101 S. WILMINGTON AVENUE CARSON, CA		PREPARED BY: <b>BERT HASE</b> AND ASSOCIATES, INC. LAND SURVEYING & MAPPING 15505 Red Canyon Ave. Irvine, CA 92618 (949) 222-7000	PREPARED FOR: <b>verizon wireless</b> 15505 Red Canyon Ave. Irvine, CA 92618	REVISIONS: <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>01/10/08</td> <td>ISSUED FOR REVIEW</td> </tr> <tr> <td>2</td> <td>04/11/08</td> <td>FOR CONSTRUCTION</td> </tr> </table>	NO.	DATE	DESCRIPTION	1	01/10/08	ISSUED FOR REVIEW	2	04/11/08	FOR CONSTRUCTION
NO.	DATE	DESCRIPTION											
1	01/10/08	ISSUED FOR REVIEW											
2	04/11/08	FOR CONSTRUCTION											
SCALE: 1" = 10' DATE: 01/10/08 DRAWN BY: CHW CHECKED BY: MDL DRAWING: 801.001		SHEET 2 OF 2											



**verizon**wireless  
15505 SAND CANYON AVE.  
BUILDING D 1st FLOOR  
IRVINE, CA 92618  
PHONE (949) 256-7000

**DOMINGUEZ UNIVERSITY**  
19101 S. WILMINGTON AVE  
CARSON, CA 90746  
COUNTY OF LOS ANGELES

# ZONING

01/14/08

REV	DATE	DESCRIPTION	BY
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1	01/03/08	ZONING DRAWING	
2	01/14/08	VERIZON COMMENTS	

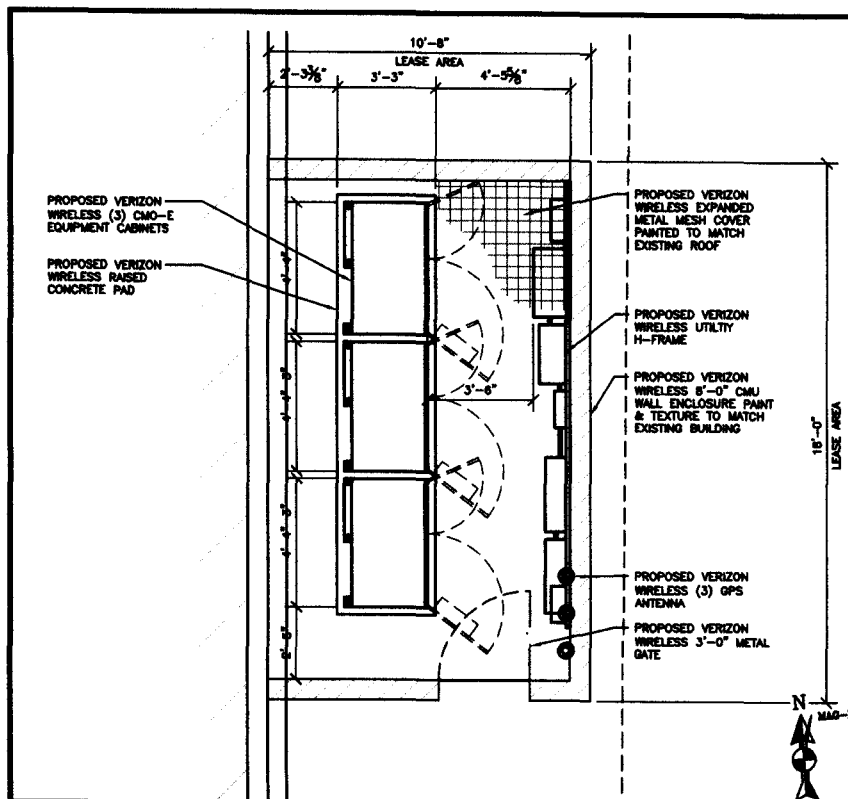
**FULSANG**  
**ARCHITECTURE**  
2445 15th STREET  
LOS ANGELES, CA 90015  
PHONE: (213) 742-0918  
DRAWN BY: J. REVIEWED BY: JF  
SEALED

SHEET TITLE

OVERALL SITE PLAN

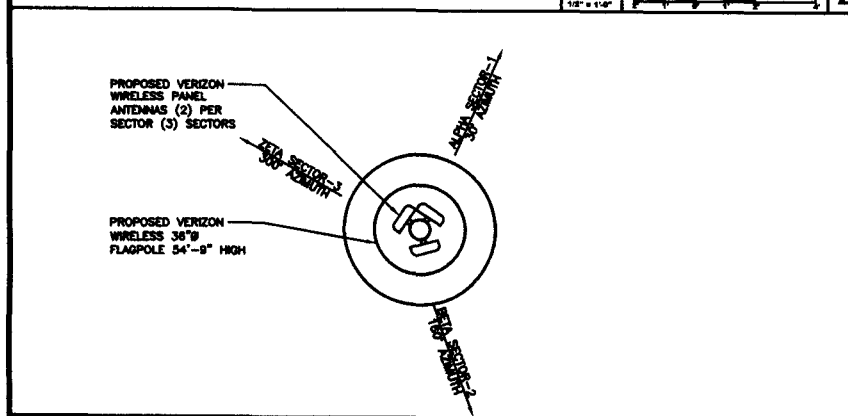
SHEET NUMBER

**A1**



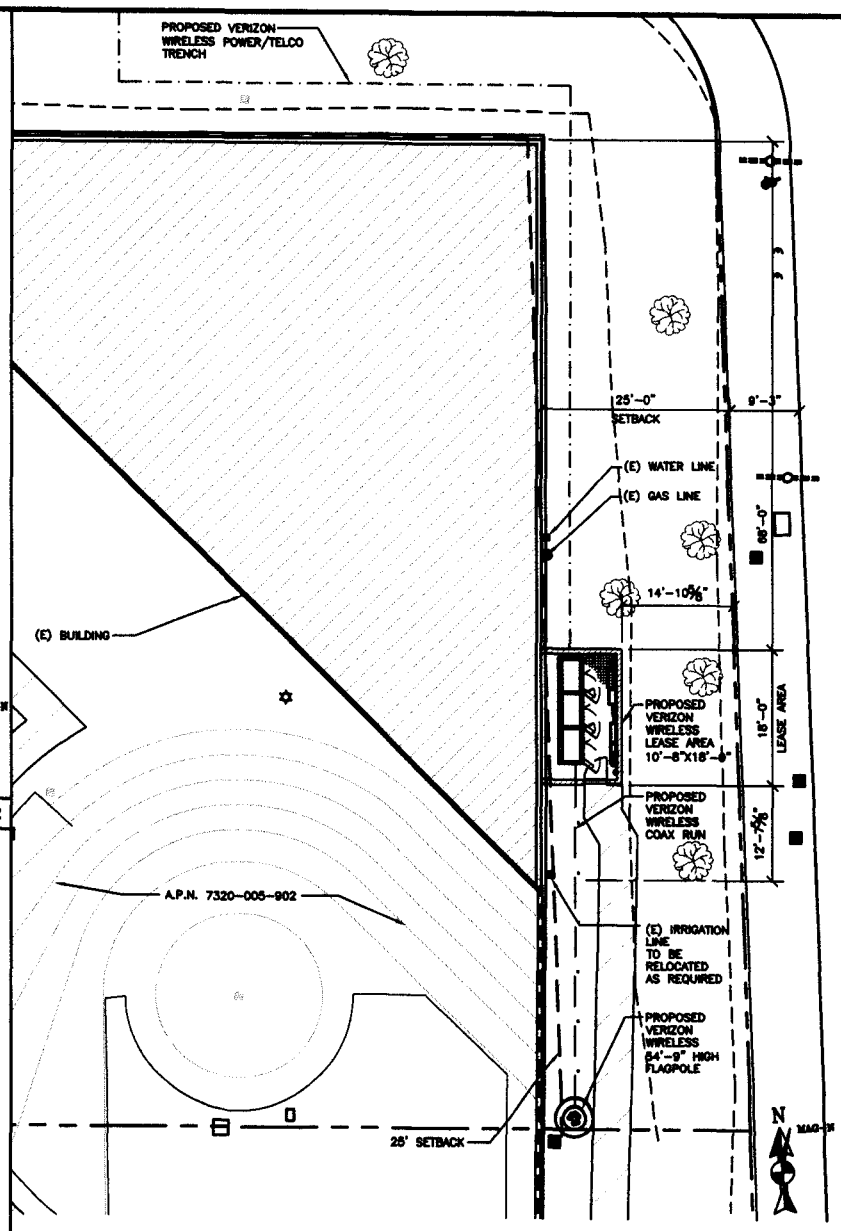
EQUIPMENT LAYOUT

SCALE: 1/8" = 1'-0"



ANTENNA LAYOUT

SCALE: 1/8" = 1'-0"



ENLARGED SITE PLAN

SCALE: 1/8" = 1'-0"

**verizon** wireless

18505 SAND CANYON AVE.  
BUILDING D, 1ST FLOOR  
IRVINE, CA 92618  
PHONE (949) 236-7000

**DOMINGUEZ UNIVERSITY**  
19101 S. WILMINGTON AVE  
CARMEL, CA 93918  
COUNTY OF LOS ANGELES

**ZONING**

01/14/08

REV	DATE	DESCRIPTION	BY
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1	01/03/08	ZONING DRAWING	
2	01/14/08	VERIZON COMMENTS	

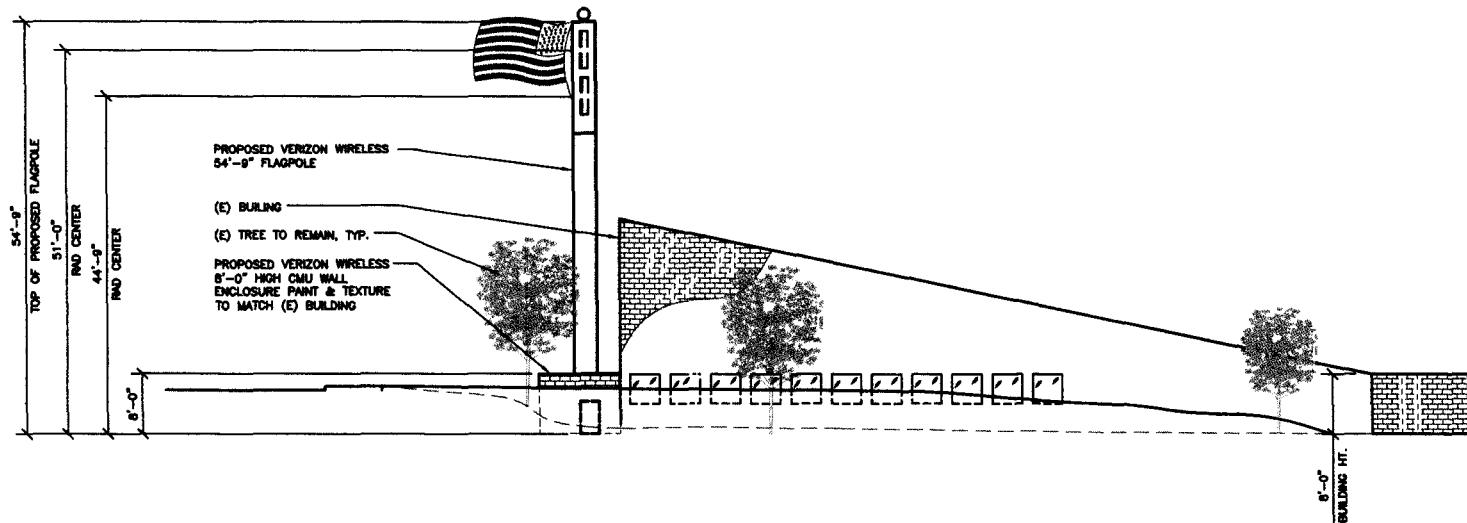
**FULSANG**  
**ARCHITECTURE**  
3400 W. GARDEN  
IRVINE, CA 92618  
PHONE (949) 752-0001

DRAWN BY: J. REVERED BY: EF  
SEAL

**SHEET TITLE**  
ENLARGED SITE PLAN,  
EQUIPMENT LAYOUT, AND  
ANTENNA LAYOUT

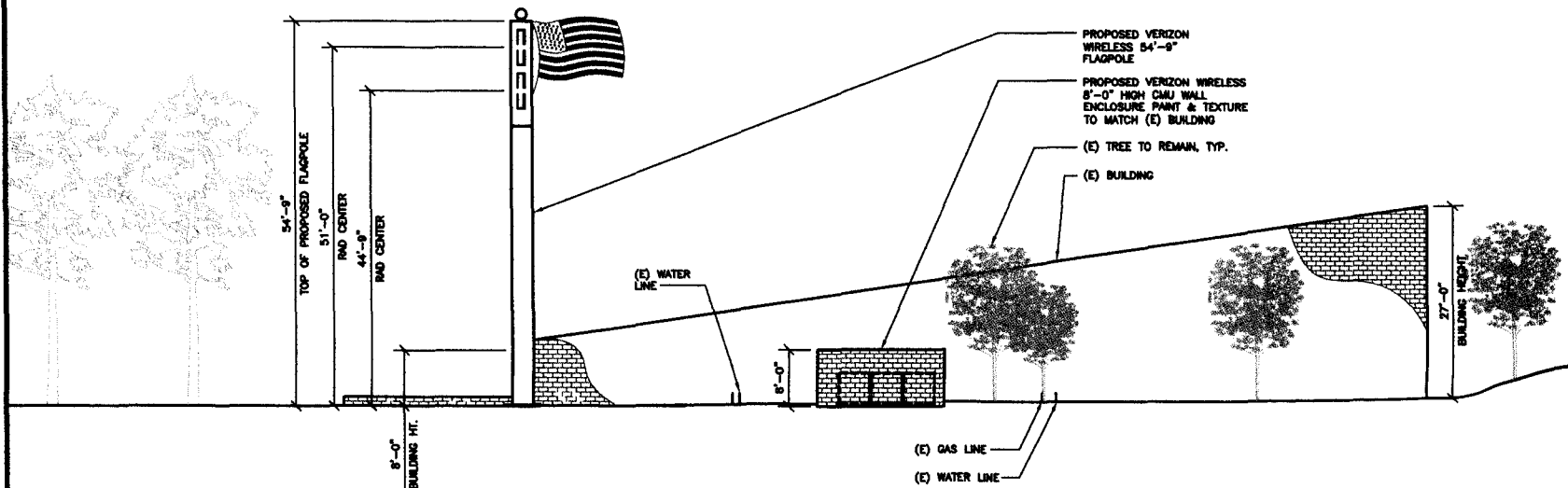
**SHEET NUMBER**

**A2**



NORTH ELEVATION

SCALE: 3/16" = 1'-0" 1



EAST ELEVATION

SCALE: 3/16" = 1'-0" 2

**verizon**wireless  
15505 SAND CANYON AVE  
BUILDING D, 1<sup>ST</sup> FLOOR  
IRVINE, CA 92618  
PHONE (949) 286-7000

**DOMINGUEZ UNIVERSITY**  
10101 S. WILMINGTON AVE  
CARSON, CA 90746  
COUNTY OF LOS ANGELES

**ZONING**

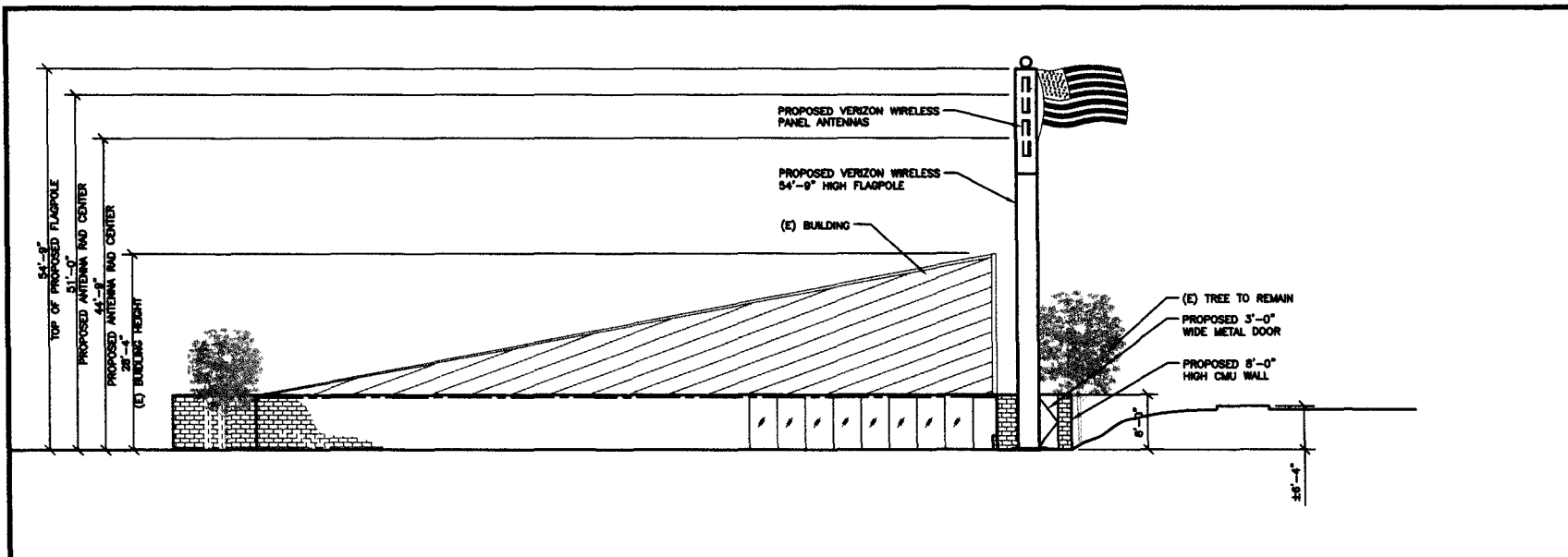
01/14/08

REV	DATE	DESCRIPTION	BY
0	12/21/07	LOGIC EXHIBIT	JL
1	01/03/08	ZONING DRAWING	
2	01/14/08	VERIZON COMMENTS	

**FULSANG**  
ARCHITECTURE  
2409 1<sup>ST</sup> STREET  
IRVINE, CA 92614  
PHONE (949) 759-0000  
DRAWN BY: J.L. REVIEWED BY: JF  
SEAL

SHEET TITLE  
ELEVATION

SHEET NUMBER  
**A3**



**SOUTH ELEVATION**

SCALE  
1/8" = 1'-0"

**verizon** wireless  
15505 SAND CANYON AVE.  
BUILDING D' 1st FLOOR  
IRVINE, CA 92618  
PHONE (949) 286-7000

**DOMINGUEZ UNIVERSITY**  
10101 S. WILMINGTON AVE  
CARSON, CA 90746  
COUNTY OF LOS ANGELES

**ZONING**

**01/14/08**

REV	DATE	DESCRIPTION	BY
0	12/21/07	LEAVE EXHIBIT	JL
1	01/03/08	ZONING DRAWING	
2	01/14/08	VERIZON COMMENT	

**FULSANG**  
**ARCHITECTURE**  
3400 W. CENTRAL  
IRVINE, CA 92614  
PHONE (949) 752-0900

DRAWN BY: J.L. REVIEWED BY: EF  
SEAL

SHEET TITLE

ELEVATION

SHEET NUMBER

**A4**

NOT USED



**Exhibit C**

**Memorandum of License**

CLERK: Please return this document to:

\_\_\_\_\_

This Memorandum of License is entered into on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between CITY OF CARSON, A POLITICAL CORPORATION AND/OR GOVERNMENTAL AGENCY, with an office at 701 East Carson Street., Carson, CA 90745 (hereinafter referred to as "Licensor"), and Los Angeles SMSA Limited Partnership, dba Verizon Wireless, with an office at 180 Washington Valley Road, Bedminster, New Jersey 07921 (hereinafter referred to as "Licensee").

1. Licensor and Licensee entered into a License with Option 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. The term of the Agreement is for five (5) years commencing on the date of the exercise of the Option ("Commencement Date"), and terminating on fifth (5th) year anniversary of the Commencement Date, with two (2) successive five (5) year options to renew unless terminated earlier pursuant to the Agreement.

3. The Property which is the subject of the Agreement is described in Exhibit A.

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

**Licensor:**

CITY OF CARSON, A POLITICAL CORPORATION  
AND/OR GOVERNMENTAL AGENCY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Licensee:**

LOS ANGELES SMSA LIMITED PARTNERSHIP  
dba Verizon Wireless

By: AirTouch Cellular, its general partner

By: \_\_\_\_\_

Walter L. Jones, Jr.  
Area Vice President - Network

Date: \_\_\_\_\_