

LEASE AGREEMENT

This Lease Agreement (the "Agreement") made this _____, between the County of El Dorado, hereinafter designated LESSOR and New Cingular Wireless PCS, LLC a Delaware limited liability company, having a mailing address of 2000 Corporate Drive, Canonsburg, PA 15317, by and through CCATT LLC, a Delaware limited liability company, its attorney-in-fact, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party." LESSOR is the owner of that certain real property located at an address commonly known as 7101 Wilson Boulevard in Tahoma, County of El Dorado, State of California, and as more specifically described on Exhibit "A" attached hereto and incorporated herein (the entirety of LESSOR's property is referred to hereinafter as the "Property").

1. PREMISES LESSOR hereby leases to LESSEE (i) a five hundred eighty (580) square foot portion of LESSOR'S Property (the "Existing Lease Area"), and (ii) a one hundred forty-eight (148) square foot portion of LESSOR'S Property (the "Additional Lease Area" and together with the Existing Lease Area, the "Premises"), as depicted in Exhibit "B" attached hereto, and described herein in Exhibit "B" attached hereto, and made a part hereof incorporated as if fully set forth herein by this reference together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over and along a ten (10) foot wide right-of-way, described herein in Exhibit "B-2" attached hereto. LESSEE is hereby given notice that it shall share the access road with other Property users.

2. EFFECTIVE DATE AND TERM This Agreement shall become effective once signed by both parties ("Effective Date") and shall expire three years thereafter ("Initial Term"). This Agreement will be automatically renewed for four (4) additional terms (each a "Renewal Term") of five (5) years each (together the "Lease Term") unless terminated pursuant to the provisions set forth herein. This Agreement may be extended further by the Parties upon amendment before termination, subject to such terms and conditions as may be mutually agreed upon at such times.

3. TERM AND PAYMENT

a. LESSEE shall, commencing on the Effective Date and annually on that date thereafter, pay LESSOR Thirty-Seven Thousand Eight Hundred and 00/100 Dollars (\$37,800) for the initial year of the Agreement. Upon the commencement of the first Renewal Term, and on the first day of each five (5) year period thereafter, the Rent shall increase by fifteen percent (15%) above the Rent being paid during the most recent five (5) year period.

b. In addition to the Rent, LESSEE shall pay to Landlord the amount of Ten Thousand, eight hundred and 00/100 Dollars (\$10,800.00) per year ("Additional Rent"), beginning upon the commencement of installation of improvements within the Additional Lease Area ("Additional Rent Commencement Date") and continuing thereafter until the earlier of (i) the expiration of the Term; or (ii) the "Return of the Additional Lease Area" as set forth below. Commencing on August 1, 2025, and on the anniversary of such date every year thereafter through July 30, 2033 (each an "Adjustment Date"), the Additional Rent shall increase by an amount equal to three percent (3%) of the Additional Rent in effect for the year immediately preceding the Adjustment Date. Commencing on August 1, 2034, and on the anniversary of such date every year thereafter, the Additional Rent shall increase by an amount equal to three-and-one-quarter percent (3.25%) of the Additional Rent in effect for the immediately preceding year.

c. LESSEE shall have the option, upon thirty (30) days prior written notice to Landlord, in its sole and absolute discretion, to return the Additional Lease Area to the Landlord and to terminate the lease of the same by removing all improvements from the Additional Lease Area and returning same to its condition as of the Effective Date, ordinary wear and tear excepted (the "Return of the Additional Lease

Area"). Effective upon removal of all improvements from the Additional Lease Area, the Additional Rent shall cease and will no longer be due or payable.

d. LESSEE will pay to LESSOR a one-time amount of Ten Thousand Dollars (\$10,000.00) for the full execution of this Agreement within sixty (60) days of the full execution of this Agreement ("Conditional Agreement Signing Bonus"). In the event that this Agreement is not fully executed by both LESSOR and LESSEE for any reason, LESSEE shall have no obligation to pay the Conditional Agreement Signing Bonus to LESSOR.

4. USE; GOVERNMENTAL APPROVALS LESSEE accepts the Premises in an "as is" condition, except as specifically set forth herein. LESSEE may use the Premises for the following Permitted Uses: (i) constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, fencing, cabinets, meter boards, buildings, antennas, cables, fiber, and equipment ("Improvements"); and (ii) cases incidental thereto, including without limitation testing of any kind and installation of equipment to accommodate new technologies or future innovations for receiving and transmitting signals for LESSEE's use and the use of its sublessees, licensees, and invitees (collectively the "Permitted Use")

a. All improvements to the Premises shall be made at LESSEE'S expense. LESSEE'S initial installation of improvements on the Premises were approved during the Existing Lease date September 16, 2003. Thereafter, any and all repairs, alterations, replacements, or improvements on the Premises shall require LESSOR'S prior consent only if they will result in a visible change from the prior improvements. If LESSOR fails to respond to such a written request for consent within thirty (30) days of receipt, then LESSOR shall be deemed to consent to such request.

b. LESSEE shall maintain the Premises in a good condition, reasonable wear and tear excepted. LESSOR will maintain the Property, excluding the Premises, in good condition, with reasonable wear and tear excepted.

c. LESSEE shall be responsible for placing signs on the Premises to caution the public of potentially dangerous conditions related to LESSEE's equipment, structures, and fixtures placed on the property.

d. LESSEE shall also take all reasonable and necessary actions to protect the public from harm or damage related to its use of the premises. LESSEE may include signage visible to the public that identify LESSEE as may be required by applicable laws, rules, and regulations, or as done in LESSEE'S standard practice.

e. It is understood and agreed that LESSEE'S ability to use the Premises is contingent upon its obtaining, , all of the certificates, permits and other approvals that may be required by any Federal, State or local authorities, that will permit LESSEE'S use of the Premises as in this Agreement. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to LESSEE'S proposed use. LESSEE'S failure to obtain such approvals renders this Agreement subject to termination, pursuant to the provisions of Section 21, "Termination", below.

5. INDEMNIFICATION To the fullest extent allowed by law, LESSEE shall, at LESSEE'S sole expense, defend, indemnify, hold harmless, and release LESSOR, its officers, agents, and employees from and against any and all actions, claims, demands, suits, actions, damages, and liability for damages, including attorney's fees and other costs of defense brought for or on account of injuries to or death of any person, including but not limited to, workers and the public, or on account of injuries to or death of County employees, or damage to property, or any economic, consequential or special damages that may be asserted by any person

or entity, including LESSEE, that are claimed, arise out of or, or relating directly or indirectly to this Agreement and the tenancy created under this Lease and use of the Premises, regardless of the existence or degree of fault or negligence on the part of LESSOR, except for the negligence or willful misconduct of LESSOR, its officers, agents, and employees, or where expressly prescribed by statute.

This duty of LESSEE to indemnify and save County harmless includes the duties to defend set forth in Civil Code section 2778. The insurance obligations of LESSEE are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

6. INSURANCE LESSEE shall, at its own cost, carry and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the LESSEE's operation and use of the leased premises. The cost of such insurance shall be borne by the LESSEE.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County of El Dorado, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the LESSEE, including materials, parts, improvements or equipment furnished in connection with the Lease. General liability coverage can be provided in the form of an endorsement to the LESSEE'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this Lease, the LESSEE'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the LESSEE'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies used to meet the required limits.

Notice of Cancellation

Each insurance policy required above shall provide prior notice of cancellation to the County. Additionally, LESSEE agrees not to cancel any policy prematurely without prior notice to the County.

Waiver of Subrogation

LESSEE hereby grants to LESSOR a waiver of any right to subrogation which any insurer of said LESSEE may acquire against the LESSOR by virtue of the payment of any loss under such insurance. LESSEE agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the LESSOR has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions (SIR) must be declared to and approved by the LESSOR. The LESSOR may require the LESSEE to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or LESSOR. SIRs exceeding \$25,000 must be approved by the County's Risk Management Division. Any and all deductibles and SIRs shall be the sole responsibility of LESSEE who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. LESSOR may deduct from any amounts otherwise due LESSEE to fund the SIR/deductible. Policies shall NOT contain any self-insured retention provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Entity reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Verification of Coverage

LESSEE shall furnish the LESSOR with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the LESSOR. However, failure to obtain the required documents prior to occupancy of premises shall not waive the LESSEE'S obligation to provide them. The LESSOR reserves the right to require complete, redacted copies of all required insurance policies, including endorsements required by these specifications, at any time. LESSOR reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances, which shall be limited to once per each renewal term.

7. **INTERFERENCE** LESSOR shall not permit any other tenants of the Property who currently have or in the future take possession of the Property to install only wireless telecommunication facilities or any other equipment or device that is of the type and frequency that will cause measurable interference with the Permitted Uses of LESSEE of the Property. This Agreement only governs the use of the Property, does not prohibit LESSOR from allowing the installation of wireless telecommunication facilities at any other property owned by LESSOR.

8. **RIGHTS UPON SALE** If LESSOR sells all or part of LESSOR'S Property, of which the Leased Premises is a part then such sale shall be under and subject to this Agreement.

9. **QUIET ENJOYMENT** LESSOR covenants that LESSEE, on paying rent and performing the covenants herein, shall peaceably and quietly have, hold, and enjoy the Premises for the uses expressly allowed under this lease.

10. **TITLE** LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments, or impediments of title on the Property, or affecting LESSOR'S title to the same and that there are no covenants, easements, or restrictions which prevent the use

of the Premises by the LESSEE as set forth above.

11. INTEGRATION It is agreed and understood that this Agreement contains all agreements, promises, and understandings between the LESSOR and LESSEE and that no verbal or oral agreements, promises, or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy, or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the Parties.

12. PARTIAL INVALIDITY In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights, and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

13. GOVERNING LAW & VENUE This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of California. Any action or proceeding regarding this Agreement shall only be properly venued in the County of El Dorado.

14. ASSIGNMENT This Agreement may be sold, assigned, or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of LESSEE'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; or to any entity which acquires or receives an interest in the majority of communication towers of the LESSEE in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Agreement may not be sold, assigned, or transferred without the prior written consent of the LESSOR, and such consent will not be unreasonably withheld or delayed. LESSEE may sublet the premises only upon receipt of prior written approval of LESSOR, whose consent will not be unreasonably withheld or delayed. If LESSOR fails to respond to such a written request for consent within thirty (30) days of receipt, then LESSOR shall be deemed to consent to such request.

15. NOTICES All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid, and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

With a copy to:

County of El Dorado
Department of Transportation
2441 Headington Road
Placerville, California 95667

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

Attn.: Brian Mullens
Deputy Director

Attn.: Michele Weimer
Procurement and Contracts Manager

or to such other location as County directs.

Notices to LESSEE shall be addressed as follows:

New Cingular Wireless PCS, LLC

Attn: Network Legal
208 S. Akard Street
Dallas, TX 75202-4206

Copy to:

CCATT LLC
Attn: Legal - Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317

or to such other location as LESSEE directs.

16. **SUCCESSORS** This Agreement shall extend to and bind the personal representatives, successors and assigns of the Parties hereto.

17. **RECORDING** LESSEE shall have the right to record a memorandum of this Agreement with the appropriate recording officer. LESSOR shall execute and deliver such a memorandum, for no additional consideration, promptly upon LESSEE's request. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

18. **TERMINATION**

a. **Termination for Default.** If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following: (1) the alleged default and the applicable Agreement provision; (2) if the default is monetary or nonmonetary; and (3) that the party in default has 30 (30) days upon receiving the notice to cure the default for a monetary default and sixty (60) days to cure the default for a nonmonetary default (Time to Cure). The Defaulting Party may request the Non-Defaulting Party to extend the Time to Cure for a nonmonetary default if the nature of the cure is such that it reasonably requires more than sixty (60) days to cure, and Defaulting Party commences the cure within the sixty (60) day period and thereafter continuously and diligently pursues the cure to completion. The Non-Defaulting may grant that request. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires. The Non-Defaulting Party may not maintain any action or effect any remedies for default against the Defaulting Party unless and until the Defaulting Party has failed to cure the same within the time periods provided in this Section. All rentals paid to said termination date shall be retained by the LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties, insurance, and indemnities made by each party to the other hereunder, including Section 21(d), Effect of Termination, which shall survive termination.

b. **Termination By LESSEE.** LESSEE may terminate this Agreement, without cause, by providing written notice to LESSOR no later than December 15th of the fiscal year prior to termination before the start of each anniversary of the Effective Date, without cause, by providing Lessor with written notice by December 15th of the fiscal year prior to termination.

c. **Termination by LESSOR.** LESSOR may terminate this Agreement upon thirty (30) days written notice in the event that LESSEE is not able to obtain the requisite approvals as described in Section 4.e. LESSOR may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of LESSEE.

d. **Casualty.** In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE'S

operations at the Premises for more than forty-five (45) days, then LESSEE may at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement, and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, all rental shall abate during the period of repair following such fire or other casualty.

e. **Effect of Termination.** LESSEE, upon termination or expiration of the Agreement, shall, within one hundred twenty (120) days of termination, remove its building(s), antenna structure(s) (except footings), fixtures, and all personal property and otherwise restore the Premises to its original condition, reasonable wear and tear excepted. If LESSEE fails to timely remove such fixtures and personal property after termination, LESSOR may remove such improvements and be entitled to recover all costs and expenses incurred in connection therewith from LESSEE.

LESSOR agrees and acknowledges that all of the equipment, fixtures, and personal property of the LESSEE shall remain the personal property of the LESSEE, and the LESSEE shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law. If such time for removal causes LESSEE to remain on the Premises after termination or expiration of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures, and all personal property are completed.

19. HAZARDOUS MATERIALS

a. **LESSEE'S Obligation and Indemnity.** LESSEE shall not (either with or without negligence) cause or permit the escape, disposal, or release of any Hazardous Materials on or from the Leased Premises in any manner prohibited by law. LESSEE shall indemnify and hold LESSOR harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) arising from the release of any Hazardous Materials on the Leased Premises if caused by LESSEE or persons acting under LESSEE.

b. **LESSOR'S Obligation and Indemnity.** LESSOR shall not (either with or without negligence) cause or permit the escape, disposal, or release of any Hazardous Materials on or from LESSOR'S Property or Leased Premises in any manner prohibited by law. LESSOR shall indemnify and hold LESSEE harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) arising from the presence or release of any Hazardous Materials on LESSOR'S Property or Leased Premises unless caused by LESSEE or persons acting under LESSEE.

c. For purposes of this Agreement the term "Hazardous Materials" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other

federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Material.

20. NONDISCRIMINATION LESSEE shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment and provision of services because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

21. AUTHORIZED SIGNATURES Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such party has the full right, power, and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

22. APPLICABLE LAWS LESSEE shall use the Premises as may be required or as permitted by applicable laws, rules, and regulations and the terms of this Agreement. LESSOR agrees to keep the Property in conformance with all applicable laws, rules, and regulations, and agrees to reasonably cooperate with the LESSEE regarding any compliance required by the LESSEE with respect to its use of the Premises.

23. SURVIVAL The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement that require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

24. CAPTIONS The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

25. CONSTRUCTION This Agreement shall be construed as if all Parties jointly prepared this Agreement, and any uncertainty and ambiguity shall not be interpreted against any one Party. Each of the Parties acknowledges that this Agreement has been negotiated at arm's length among persons knowledgeable "in the matters herein. Accordingly, any rule of law -- including without limitation California Civil Code § 1654, or any other statutes, legal decisions, or common law principles of similar effect -- that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it, is of no application and hereby is expressly waived. This Agreement and its provisions shall be interpreted in a reasonable manner to affect the Parties' intentions.

26. EXISTING LEASE Effective as of the Effective Date, the Existing Lease shall be terminated in its entirety, and neither party shall have any further rights or obligations thereunder, including any obligation to pay rent. For the avoidance of doubt, LESSEE shall not be responsible for any rent or other charges under the Existing Lease from and after the Effective Date. To the extent any rent has been paid under the Existing Lease for any period following the Effective Date, Lessor shall refund such amounts to LESSEE within thirty (30) days following the Effective Date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

LESSOR affirms that this Agreement was approved at a duly noticed public meeting held on _____
2025.

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: CCATT LLC, a Delaware
limited liability company
Its: Attorney-in-Fact

By: _____
Name: _____
Its: _____

Dated: _____

"LESSEE"

EXHIBIT "A"

[Legal Description of Lessor's Property]

The real property in the unincorporated area county of El Dorado, State of California, described as.

Parcel 1, as shown on that certain Parcel Map filed in the office of the County recorder, County of El Dorado, State of California, on February 28, 1974, in Book 5 of Parcel Maps, Page 59.

also

A portion of Section 17, Township 14 North, Range 17 East, MDB&M, Lot 4 of Wilson Subdivision No. 1, more particularly described as follows:

Parcel B, as shown on that certain Parcel Map filed in the office of the County Recorder, County of El Dorado, State of California, on February 28, 1980, in Book 26, of Parcel Maps, at page 57.

Assessor's Parcel No.15-331-26

This being the same property conveyed to County of El Dorado from Donald D. Wright and Margle M. Wright and E&M Investments, Inc., who acquired title as E&M Investment Company, Inc in Individual Grant Deed dated January 2, 1974, and recorded February 19, 1974, in Book 1247 Page 764, in El Dorado County, California.

Also being the same property conveyed to County of El Dorado from Donald D. Wright and Margle M. Wright, husband and wife and Earl Baker Marr and Ethel B. Marr, Trustee of the Marr Family Trust of 1989 U.D.T., dated February 7, 1989 in Grant Deed dated February 28, 1991 and recorded March 11, 1991 in Book 3517 Page 204, in El Dorado County, California.

EXHIBIT "B"
[Description of Leased Premises]

LEASE AREA #1:

BEING A PORTION OF PARCEL B OF THE PARCEL MAP RECORDED IN BOOK 26 OF PARCEL MAPS AT PAGE 57, EL DORADO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERLY MOST CORNER OF SAID PARCEL B, THENCE ALONG THE SOUTHWEST LINE OF SAID PARCEL B, N 41°15'05" W (SHOWN ON SAID MAP AS S 40°06'00" W), A DISTANCE OF 76.46 FEET; THENCE LEAVING SAID SOUTHWEST LINE, N 48°44'55" E, A DISTANCE OF 6.72 FEET TO THE POINT OF BEGINNING;

COURSE 1) THENCE N 41°11'48" W, A DISTANCE OF 32.27 FEET;
COURSE 2) THENCE N 52°11'13" E, A DISTANCE OF 18.91 FEET;
COURSE 3) THENCE S 38°56'24" E, A DISTANCE OF 31.18 FEET;
COURSE 4) THENCE S 48°48'12" W, A DISTANCE OF 17.65 FEET TO THE POINT OF BEGINNING.

CONTAINING 580 SQUARE FEET (0.013 ACRES), MORE OR LESS.

LEASE AREA#2:

BEING A PORTION OF PARCEL B OF THE PARCEL MAP RECORDED IN BOOK 26 OF PARCEL MAPS AT PAGE 57, EL DORADO COUNTY RECORDS, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERLY MOST CORNER OF SAID PARCEL B, THENCE ALONG THE SOUTHWEST LINE OF SAID PARCEL B, N 41°15'05" W (SHOWN ON SAID MAP AS S 40°06'00" W), A DISTANCE OF 76.46 FEET; THENCE LEAVING SAID SOUTHWEST LINE, N 48°44'55" E, A DISTANCE OF 6.72 FEET TO THE POINT OF BEGINNING;

COURSE 1) THENCE N 48°48'12" E, A DISTANCE OF 18.50 FEET;
COURSE 2) THENCE S 41°11'48" E, A DISTANCE OF 8.00 FEET;
COURSE 3) THENCE S 48°48'12" E, A DISTANCE OF 18.50 FEET;
COURSE 4) THENCE S 41°11'48" W, A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 148 SQUARE FEET (0.003 ACRES), MORE OR LESS.

EXHIBIT "B-2"
[Description of Access and Utility Route]

BEING A PORTION OF PARCEL B OF THE PARCEL MAP RECORDED IN BOOK 26 OF PARCEL MAPS AT PAGE 57, EL DORADO COUNTY RECORDS, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERLY MOST CORNER OF SAID PARCEL B, THENCE ALONG THE SOUTHWEST LINE OF SAID PARCEL B, N 41°15'05" W (SHOWN ON SAID MAP AS S 40°06'00" W), A DISTANCE OF 68.47 FEET TO THE POINT OF BEGINNING;

COURSE 1) THENCE N 41°15'05" W, A DISTANCE OF 40.27 FEET;
COURSE 2) THENCE N 48°48'12" E, A DISTANCE OF 6.75 FEET;
COURSE 3) THENCE S 41°11'48" E, A DISTANCE OF 40.27 FEET;
COURSE 4) THENCE S 48°48'12" W, A DISTANCE OF 6.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 271 SQUARE FEET (0.006 ACRES), MORE OR LESS

