Project:

T-Mobile West LLC

APN:

128-085-042

Folio:

003443 DH

Agent:

T-MOBILE WEST LLC LEASE AGREEMENT BETTERAVIA GOVERNMENT CENTER BUILDING

THIS LEASE AGREEMENT is made by and between the

COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as "COUNTY,"

and

T-Mobile West LLC a Delaware limited liability company, hereinafter referred to as "LESSEE,"

with reference to the following:

WHEREAS, COUNTY is the owner of that certain real property commonly known as the Betteravia Government Center, located at 2125 Centerpointe Parkway, Santa Maria, CA 93455, more particularly described as Assessor's Parcel Number 128-085-042, (hereinafter "Property"), and legally described in Exhibit "A", attached hereto and incorporated by reference which Property is improved with a commercial office building (hereinafter "Building") and is shown as the diagonally slashed area of Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, LESSEE currently operates and maintains a wireless communication network inside and outside the boundaries of Santa Barbara County; and

WHEREAS, LESSEE wishes to improve its communication network by operating a wireless communication facility used for providing wireless communication services on the said Property; and

WHEREAS, LESSEE desires to enter into this Lease Agreement (hereinafter "Agreement"), with the COUNTY for the use of such wireless facility subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the provisions, covenants, and conditions contained herein, the parties agree as follows:

- 1. <u>ADMINISTRATION AND ENFORCEMENT</u>: The provisions of this Agreement shall be administered and enforced for the COUNTY by the COUNTY'S Department of General Services.
- 2. **LEASED AREA:** COUNTY hereby leases to LESSEE and LESSEE hereby leases from COUNTY the specific 400 square foot rooftop portion of the Building to be occupied by LESSEE'S wireless communication facility (hereinafter "Site") as shown on Exhibit "B", attached hereto and incorporated herein by reference.
- 3. ACCESS TO THE SITE: LESSEE shall be allowed access to the Site during the normal business hours of the Building, which are generally 8 a.m. to 5 p.m., Monday through Friday unless the Building is otherwise closed. For any other access required (emergencies and equipment failure excepted), LESSEE shall give reasonable notice, which shall be defined as not less than five (5) business days, to COUNTY'S Department of General Services prior to gaining access to the Site. In the event emergency or equipment failure access is required, LESSEE shall contact COUNTY'S designated personnel for access to the Site.

COUNTY shall not be liable to LESSEE for lack of access to the Site caused by circumstances beyond the reasonable control of COUNTY. However, in the event that the Site becomes inaccessible as a result of natural causes, COUNTY shall to the extent necessary cooperate with LESSEE to restore access in a timely fashion.

LESSEE shall comply with all COUNTY security programs and policies regarding LESSEE'S access onto the Building; provided, however, such security programs and policies are applied in a uniform and non-discriminatory manner.

4. **PURPOSE AND USE:** LESSEE shall use the Site to construct, maintain, repair, alter, replace and/or remove or have constructed, maintained, repaired, altered, replaced, and/or removed all or any portion of LESSEE'S wireless communication facility, including but not limited to, the equipment shelter, radio equipment, antenna support structures, antennas, utility conduits, poles, wires, anchors, guys, and all other appurtenant equipment and operations approved by COUNTY which are incidental thereto and necessary to operate and maintain LESSEE'S wireless communication facility (hereinafter "Facility"), and to transmit and receive communication signals in any and all frequencies which do not interfere with other wireless communications existing as of the date of this Agreement, or with wireless communications with COUNTY existing at any time during the Term (defined below), and for all purposes incidental thereto as outlined in Section 13(B), NONINTERFERENCE, TELECOMMUNICATIONS. LESSEE shall be responsible for supplying, installing and maintaining all power and utilities for the site. LESSEE shall comply with all building permit requirements of COUNTY. LESSEE shall neither expand its use of the Site beyond the scope of the Specifications nor use or permit any use

of the Site for any other purposes without the express written approval of the COUNTY'S Real Property Manager, at the address listed in Section 25 Notices. No such approval from COUNTY'S Real Property Manager shall excuse LESSEE from securing all permits and approvals required to implement such approved changes to the Site or its Facility or obligate any other COUNTY department to issue permits and provide approval. LESSEE shall comply with all requirements of any and all permits. LESSEE shall not make any changes in LESSEE'S use of the Site beyond the scope of the Specifications without COUNTY'S prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. LESSEE may, following written notice to COUNTY, make changes to and replacements of equipment which are of a substantially similar or "like-kind" nature without having to obtain the prior written approval of COUNTY'S Real Property Manager, provided that such changes do not alter the square footage of the Site, change the visual impact of the equipment, change the location or size of such equipment, or change the level of transmission of such equipment or the Facility, and provided, further, that LESSEE shall provide at least ten (10) calendar days prior written notice to COUNTY'S Real Property Manager in advance of any proposed changes to LESSEE'S Facility that, in accordance with the foregoing sentence, do not require COUNTY'S prior written consent.

LESSEE'S use of the Site shall conform to the equipment and antenna specifications described in Exhibit "C", attached hereto and by reference made a part hereof.

- 5. **TERM:** The term of this Agreement shall be for a period of five (5) years, commencing on April 1, 2024, (hereinafter "Commencement Date") and shall expire on March 31, 2029, subject to the provisions for termination and extension herein contained. As of the date of execution of this Agreement, LESSEE is in possession of the Site pursuant to that certain Cingular Wireless Lease Agreement Betteravia Government Center Building dated April 6, 2024 (the "Prior Agreement"), which expired by its terms on March 31, 2024. COUNTY hereby acknowledges that LESSEE has remained on the SITE with COUNTY's permission.
- 6. **EXTENSION AND RENEWAL OF LEASE:** In the event this Agreement has not otherwise been terminated and LESSEE is in good standing at the end of the above-referenced term, then such term may be extended for four (4) additional terms of five (5) years upon mutual agreement of LESSEE and COUNTY. All extensions shall be requested by LESSEE in writing at least sixty (60) calendar days prior to the expiration of the then-current term, and such extensions shall be set forth as follows:

Extension Period One, 5 years	April 1, 2029 through March 31, 2034
Extension Period Two, 5 years	April 1, 2034 through March 31, 2039
Extension Period Three, 5 years	April 1, 2039 through March 31. 2044
Extension Period Four, 5 years	April 1, 2044 through March 31, 2049

In the event of any such extensions, the rent shall be calculated as per Section 7, <u>RENT OR</u> Section 8, <u>RENT ADJUSTMENT</u>, or such other basis as the parties may then agree to in writing

duly executed by each of the Parties. The Initial Term and all Renewal Terms, if any, shall be collectively referred to as the "Term".

7. **RENT:** The annual rent payable by LESSEE to COUNTY during the first year of this Agreement shall be FORTY-FIVE THOUSAND DOLLARS 00/100 (\$45,000) (hereinafter "Rent") payable in lawful money of the United States of America the balance amount of said Rent due within thirty (30) calendar days after the full execution of this Agreement. Thereafter, payments of Rent shall be made annually, in advance, on or before April 1st of each and every calendar year. Rent due for any period during the term hereof which is for less than one (1) calendar year shall be prorated based upon a three hundred sixty-five (365) day year. The annual Rent shall be subject to adjustment as set out in Section 8, <u>RENT ADJUSTMENT</u>, below. If Rent is not paid ten (10) calendar days after the initial due date or any anniversary thereof, interest will accrue on the unpaid balance at ten percent (10%) per annum from the date it became due until it is paid.

Rental payments shall be made payable to COUNTY and mailed to County General Services Department at the address as stated in Section 25, NOTICES, herein below.

- 8. **RENT ADJUSTMENT:** The Rent provided in Section 7, <u>RENT</u>, herein above, shall be subject to an annual cost of living adjustment which shall be deemed to be FIVE PERCENT (5%) per annum during the initial term of this Agreement. During Extension Period One through Four of this Agreement, the Rent shall be subject to an annual cost of living adjustment which shall be deemed to be FIVE PERCENT (5%) per annum.
- 9. <u>SITE SUITABILITY</u>: LESSEE has investigated the Property and the Site and has determined that they are suitable for LESSEE'S intended operations, and therefore, LESSEE hereby accepts, by way of executing this Agreement, the Site in its existing condition.

LESSEE ACKNOWLEDGES THAT, EXCEPT AS STATED HEREIN, COUNTY HAS MADE NO REPRESENTATIONS OR WARRANTIES ABOUT THE CONDITION OF THE PROPERTY OR SITE, OR THE SUITABILITY OF SAME FOR THE INTENDED USE BY LESSEE.

10. CONSTRUCTION AND IMPROVEMENTS: LESSEE has installed and constructed the Facility after obtaining the required Land Use Permit(s) and Building Permits(s) attached hereto and by reference made a part hereof as Exhibits "D" and "E", respectively, and in accordance with the design specifications of the architectural plans attached hereto as Exhibit "F" and by reference made a part hereof. LESSEE shall give COUNTY no less than ten (60) calendar days written notice prior to the commencement of any installation or construction work in, on, or about the Site, with the exception of regular maintenance, minor repair visits, and emergency work, and shall keep the Property and Site free and clear of liens for labor and materials by or on behalf of LESSEE. In the event that LESSEE wishes to alter or improve the Site in additional ways not anticipated by this section or by Section 13(D), NONINTERFERENCE, EQUIPMENT MODIFICATION, herein, LESSEE shall obtain the written approval in advance, from the County

Architect and COUNTY'S General Services Department Real Property Manager (which approval shall not be unreasonably withheld, conditioned or delayed) and comply with all requirements of all permits, approvals, and applicable law. COUNTY, in its role as proprietor of the Property, shall use its best efforts to respond in a timely manner to LESSEE'S request to alter or improve the Site.

The requirements relating to construction set forth herein are those of COUNTY as landowner and not as a governmental entity. Nothing in this Agreement shall be construed to entitle LESSEE to undertake future improvements of the Facility without complying with all permits required by COUNTY in its governmental capacity.

COUNTY warrants that it has the right and the ability to enter into this Agreement on the subject Property.

- 11. TITLE TO FACILITY: During the term of this Agreement, title to LESSEE'S owned Facility (cell tower and equipment) shall vest with LESSEE. Upon expiration of the term of this Agreement (or any extension thereof), or earlier termination as provided herein, at COUNTY'S option, title to the Site and Facility, except as stated below, shall pass to COUNTY in "as is" condition, and LESSEE shall execute whatever documents are requested by COUNTY to evidence such passing of title. COUNTY further acknowledges and agrees that in the event COUNTY is permitted and does exercise such election, COUNTY shall take possession of the Facility and utility conduits in their then "as is" condition, without any representation or warranty by LESSEE as to their fitness for a particular purpose. For purposes of this Section 11, TITLE TO FACILITY, coaxial cable, radios, radio cabinet equipment, antennas, and other similar electronic equipment (Hereinafter "LESSEE'S Owned Facilities") shall not be a part of the Facility, and LESSEE shall retain title to LESSEE'S Owned Facilities.
- 12. ABANDONMENT OF SITE/DISPOSITION OF PERSONAL PROPERTY: LESSEE shall not abandon, or surrender the Site at any time during the term of this Agreement and if LESSEE does abandon, or surrender said Site, any personal property belonging to LESSEE and left on the Site more than thirty (30) calendar days after such abandonment, or surrender shall be deemed abandoned at the option of the COUNTY, and title to such shall pass to COUNTY. This provision shall also apply to personal property left after the termination or other expiration of this Agreement.

13. **NONINTERFERENCE:**

A. <u>Property</u>. LESSEE agrees not to use, nor permit those under its control, including, but not limited to, its employees, tenants, LESSEE'S, invitees, agents and/or contractors, to use any portion of the Property, Building. Site, or the Facility in any way which interferes with the non-telecommunications use of the Property or Building. Such interference shall be deemed a material breach, and LESSEE shall terminate said interference promptly upon receipt of written notice from COUNTY. In the event LESSEE fails to stop such interference promptly, this Agreement shall terminate at the option of COUNTY.

- B. Telecommunications. LESSEE shall meet and comply with all non-interference rules of the Federal Communications Commission (hereinafter "FCC"). Subject to LESSEE'S rights hereunder, LESSEE shall not use, nor shall LESSEE permit its employees, invitees, agents, or any others under its control to use the Property, Building, or Site in any way which materially interferes with the operations of other telecommunications users on the Building whose equipment was installed prior to the installation of LESSEE's Facility pursuant to the Prior Agreement, nor shall LESSEE at any time after the Effective Date of this Agreement change the operations of its Facility or alter its Facility in such a manner which causes interference to COUNTY or any other users or tenants on the Building as outlined in Section 4, PURPOSE AND USE. Upon receipt of written notification from COUNTY, LESSEE shall act expediently to eliminate any interference caused by its use. LESSEE acknowledges that continuing interference may cause irreparable injury to other telecommunications users. Therefore, in the event, LESSEE does not terminate said interference within forty-eight (48) hours of notice from COUNTY, unless 48 hours is an unreasonable cure period and each party agrees to a new cure period, then such user(s) shall have the right to bring an action to enjoin such interference and collect damages from LESSEE; and COUNTY may terminate this Agreement.
- C. <u>Emergency</u>. In the event of an emergency that threatens bodily harm and involves COUNTY in its governmental capacity and the powering down of LESSEE'S Facility is required to respond to such emergency, COUNTY may require LESSEE to power down its operations at the Site without LESSEE'S consent. COUNTY shall use its best efforts to notify LESSEE as soon as possible of said emergency and COUNTY'S intent to require LESSEE to terminate its operations. COUNTY shall cooperate with LESSEE in the restoration of use when COUNTY has determined, in COUNTY'S sole and reasonable discretion that the emergency has ended.
- D. <u>Equipment Modification</u>. LESSEE shall obtain the written consent of COUNTY, which shall not be unreasonably withheld, conditioned, or delayed, prior to any proposed change in LESSEE'S use of the Site beyond the scope of said specifications in Exhibit "C"; including but not limited to antenna transmission, location or size of the Facility. Notwithstanding the preceding sentence, LESSEE, upon notice to COUNTY, may modify or upgrade its equipment and antennas, so long as such alterations do not increase their level of transmission beyond allowable under applicable law, change exterior location or size, or otherwise exceed the limits set forth in Section 4, <u>PURPOSE AND USE</u>, or in Exhibit "C" of this Agreement; without the written consent of COUNTY, which shall not be unreasonably withheld, conditioned, or delayed. LESSEE may remove its radio equipment, antennas, cabling, backup batteries, and related equipment at any time.
- E. <u>Relocation</u>. COUNTY reserves the one-time right to reasonably designate a new location for LESSEE'S Facility and to move said Facility elsewhere on the Building, provided that COUNTY shall give LESSEE written notice of its request to relocate LESSEE'S Facility and shall bear the sole expense of said relocation. The relocation of LESSEE'S Facility shall be done in accordance with the following terms:

- (i) The work and labor to relocate LESSEE'S Facility shall be done exclusively by LESSEE or its designated agents. The relocation of LESSEE'S Facility shall not result in any interruption of the communications service provided by LESSEE from the Building. The relocation of LESSEE'S Facility shall not impair, or in any manner alter, the quality of communications service provided by LESSEE from the Building. The relocation shall include new access and utility routes as reasonably required by LESSEE'S use of the new location of LESSEE'S Facility. The relocation of LESSEE'S Facility shall be done in accordance with the terms and conditions contained in paragraphs (ii), (iii) (iv), and (v) below.
- COUNTY will exercise its right to relocate LESSEE'S Facility by (ii) delivering written notice to LESSEE. In the notice, COUNTY will propose an alternate site on the Building to which LESSEE may relocate its Facility. LESSEE will have sixty (60) calendar days from the date it receives the notice to evaluate the alternate site. If LESSEE fails to approve the alternate site within the 60-day period or fails to request an extension of the review period in writing, then LESSEE will be deemed to have approved such proposed relocation. If LESSEE disapproves of the alternate site, then COUNTY, if practicable, may thereafter propose a new alternate site or a choice of alternate sites by notice to LESSEE in the same manner described above. LESSEE will then have the option to choose one of the new alternate sites within the 60-day period, or if none of the alternate sites enable LESSEE to continue its operations in a manner consistent with its operations at the original location of the Site, LESSEE may terminate this Agreement by providing COUNTY with 30-day written notice and any obligation of LESSEE to pay rent shall cease with the payment of the prorated portion of rental obligations up to said termination date. Any relocation site which COUNTY and LESSEE agree upon in writing is hereinafter referred to as the "Relocation Site". Within sixty (60) calendar days after LESSEE has accepted the Relocation Site, LESSEE shall submit its application for any applicable permits for the Relocation Site and pursue permits expediently until obtained. LESSEE will have a period of one hundred eighty (180) calendar days after obtaining its permits for the Relocation Site to relocate LESSEE'S Facility to the Relocation Site and cease operations at the previous Site.
- (iii) During the relocation of LESSEE'S Facility to the Relocation Site, LESSEE shall be allowed to install a temporary facility on COUNTY'S Property or Building in a location approved by COUNTY, which approval shall not be unreasonably withheld or

- unreasonably conditioned. Upon completion of the Relocation Site, LESSEE shall promptly remove its temporary facility.
- (iv) Upon relocation of LESSEE'S Facility or any part thereof, to the Relocation Site, this Agreement shall be amended to show the new location. Each party hereby agrees that the Relocation Site (including the access and utility right of way) may be surveyed by a licensed surveyor at the sole cost of LESSEE and such survey shall be included in the lease amendment and become a part thereof and control in describing the Site. Except as expressly provided in this subsection, both parties hereby agree that in no event will the relocation of LESSEE'S Facility, or any part thereof, affect, alter, modify, or otherwise change any of the terms and conditions of this Agreement.
- (v) Notwithstanding the foregoing, LESSEE may terminate this Agreement upon 90 calendar days written notice to COUNTY in the event LESSEE does not wish to relocate its Facility upon COUNTY'S written request and any obligation of LESSEE to pay rent shall cease with the payment of the prorated portion of rental obligations up to said termination date
- 14. <u>UTILITY CHARGES</u>: LESSEE, upon obtaining the required permits and approvals, shall have the right to install and maintain under, across, and through the Property and the Building the necessary mains and ancillary equipment required to bring utility service to the Site and Facility at its sole cost and expense. All accounts for such utilities shall name LESSEE as the responsible party.

LESSEE shall be responsible for supplying and maintaining all power and utilities for the Site for the Facility. LESSEE shall pay when due all charges for utilities used by LESSEE.

- 15. <u>TAXES AND ASSESSMENTS</u>: This Agreement may impose A POSSESSORY INTEREST on LESSEE and LESSEE shall pay and discharge any and all property taxes and/or assessments, including special assessments and possessory interest taxes, if any, which, due to LESSEE'S Facility may be levied upon said Property, Building, Facility and/or Site during the term of this Agreement.
- 16. MAINTENANCE AND REPAIR/GRAFFITI REMOVAL: LESSEE agrees at its sole expense to keep in good working order and repair, reasonable wear and tear excepted, the Facility, as well as repair any damage caused by LESSEE to the Site. If LESSEE delays in making any repairs necessary to keep the Site and the Facility in good repair and working order COUNTY shall have the right, but not the obligation, to make such repairs. LESSEE shall reimburse COUNTY for such amounts within thirty (30) calendar days of receipt of a written invoice for the actual cost of such repairs. For the avoidance of doubt, notwithstanding the foregoing, COUNTY shall not have any responsibility to repair or maintain the Site or Facility. LESSEE shall, within

twenty (20) calendar days after receipt of notice from COUNTY, perform maintenance and repair and remove or have removed graffiti from the Facility and Site at its sole expense.

17. **ASSIGNMENT/SUBLEASE/HYPOTHECATION:** LESSEE shall not assign, license, sublease, or otherwise transfer, directly or indirectly, whether by operation of law or otherwise, the Site or any part thereof, or any right or privilege appurtenant thereto, or any right or obligation hereunder, without COUNTY'S prior written consent, which shall not be unreasonably withheld, conditioned, or delayed.

LESSEE shall not mortgage, pledge, hypothecate, or encumber the Property, the Site, or any interest therein, including without limitation its leasehold; nor shall LESSEE mortgage, pledge, hypothecate, or encumber the Facility or any other improvements placed upon the Property or Site, whether such improvement is placed thereon before or after the Effective Date of this Agreement.

Any attempt to assign, license, sublease, mortgage, pledge, hypothecate, or in any other way encumber any of LESSEE'S rights or obligations under this Agreement, or LESSEE'S interest in the Site, without COUNTY'S prior written consent, shall be void and without legal effect.

Notwithstanding the above, upon written notification to COUNTY, LESSEE may assign this Agreement to any entity under common legal control with LESSEE, or to an entity (i) that purchases all or substantially all of LESSEE'S assets in the FCC market in which the Property is located; provided, however, that LESSEE shall remain surety for the performance of any such assignee, such that such assignment shall not relieve LESSEE of LESSEE'S obligations hereunder, or (ii) into which LESSEE may be merged, provided that the surviving entity in such merger agrees in writing to be bound to all of the terms and conditions of this Agreement and has the capabilities and financial resources to comply herewith.

- 18. <u>SUCCESSORS IN INTEREST</u>: This Agreement and the covenants contained herein shall be binding upon and inure to the benefit of the respective parties and to any organization into which LESSEE may be merged.
- 19. **INDEMNIFICATION**: LESSEE shall defend, indemnify, and save harmless COUNTY, its officers, agents, and employees, from any and all claims, demands, damages, costs, expenses (including reasonable attorney's fees), judgments, or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of LESSEE or any of its agents, employees, or independent contractors contractually or otherwise legally responsible to LESSEE; except those claims, demands, damages, costs, expenses (including reasonable attorney's fees), judgments or liabilities resulting from the solenegligence or willful misconduct of the COUNTY.

LESSEE shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

The absence of COUNTY'S indemnity to LESSEE under this Agreement shall not be construed to limit or waive any statutory or legal rights in equity or at law that LESSEE may have against COUNTY for (i) COUNTY'S sole negligence or willful misconduct in connection with this

Agreement; (ii) COUNTY'S breach of this Agreement; or (iii) a breach of any representation, warranty or covenant of COUNTY contained or incorporated in this Agreement.

- 20. **INSURANCE:** Without limiting the LESSEE'S indemnification of the COUNTY, LESSEE shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A-: VII, and (2) are admitted insurance companies authorized to do business in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements set forth herein shall constitute a Default by LESSEE.
- A. Workers' Compensation Insurance. Workers' Compensation in compliance with the statutory requirements of the state of operation and Employer's Liability Insurance with a limit of \$1,000,000 for each accident/disease/policy limit covering all LESSEE'S staff while performing any work incidental to the performance of LESSEE'S operations under this Agreement.
- B. Commercial General Liability Insurance. The general liability insurance shall provide a limit of \$3,000,000 per occurrence for bodily injury and \$5,000,000 general aggregate, including premises, operations, contractual liability, personal and advertising injury, and products and completed operations of LESSEE and shall include contractual liability coverage sufficiently broad so as to include the insurable provisions under this Agreement.
- C. Commercial Auto Liability Insurance. The automobile liability insurance shall provide a limit of \$2,000,000 combined single limit each accident for bodily injury and property damage covering all owned, non-owned, and hired motor vehicles. LESSEE shall require all subcontractors to obtain and maintain substantially the same insurance with substantially the same limits as required of LESSEE and furnish separate certificates of insurance evidencing the coverage in effect. COUNTY, its officers, and employees shall be included as Additional Insured as their interest may appear under this Agreement on the commercial general liability and commercial automobile liability policies.
- D. Property Insurance: LESSEE shall maintain ±all risks = property insurance protecting LESSEE personal property including loss to any LESSEE improvements or betterments, at full replacement cost with no coinsurance penalty provision. Said insurance will provide coverage for damages caused by a fire

Said policy or policies shall include severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision to the effect of:

"Such insurance shall be primary as relates to claims arising out of LESSEE'S operations, negligent acts or willful misconduct and if the COUNTY has other valid and collectible insurance, that other insurance shall be excess and noncontributory in this respect."

LESSEE shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above upon execution of this

Agreement. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated COUNTY representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the LESSEE may be held responsible for payment of damages resulting from LESSEE'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

Except for indemnification pursuant to Section 19, INDEMNIFICATION, and Section 22, ENVIRONMENTAL IMPAIRMENT, neither Party shall be liable to the other, or any of their respective agents, representatives, and employees, for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

The above insurance requirements are subject to periodic review by COUNTY. The COUNTY'S Risk Manager is authorized to change the above insurance requirements, with the concurrence of COUNTY COUNSEL, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on the changed risk of loss or in light of past claims against the COUNTY or inflation. This option may also be exercised during any amendment of the Agreement that results in an increase in the nature of COUNTY'S risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits shall require written mutual agreement between the parties by written amendment to this Agreement. LESSEE agrees to execute any such amendment within thirty (30) calendar days of acceptance of the amendment or modification per the agreed upon terms.

COUNTY and LESSEE hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of an insured loss, neither party's insurance company shall have a subrogated claim against the other party.

21. **NONDISCRIMINATION:** LESSEE shall comply with all applicable COUNTY laws, rules, and regulations regarding nondiscrimination as such are found in the Santa Barbara Code and as such may from time to time be amended. These provisions are incorporated herein as if they were fully set forth.

Noncompliance with provisions of this section shall constitute a material breach of this Agreement. COUNTY shall notify LESSEE in writing of a breach of this Section 21, NONDISCRIMINATION, and LESSEE shall have thirty (30) calendar days upon receipt of written notification to cure such breach. In the event LESSEE does not cure a breach after the 30-day cure period, COUNTY, in addition to any other remedies provided by law, shall have the right to terminate this Agreement and the interest hereby created without liability therefore.

22. **ENVIRONMENTAL IMPAIRMENT:** LESSEE shall comply with all applicable laws, regulations, rules, and orders, including without limitation those relating to construction, grading, signing, health, safety, noise, environmental protection, waste disposal, water, and air quality, and shall furnish satisfactory evidence of compliance upon request of COUNTY.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Property, Facility, or Site caused by LESSEE'S use and occupancy, except for any pre-existing contamination, unless LESSEE is responsible for any pre-existing contamination, LESSEE shall clean all property affected to the satisfaction of COUNTY and any governmental body having jurisdiction therefore. LESSEE shall indemnify, hold harmless, and defend COUNTY from and against all liability, claim, cost, and expense (including without limitation any fines, penalties, judgments, litigation costs, attorney's fees, and consulting engineering and construction costs) incurred by COUNTY as a result of LESSEE'S breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution due to LESSEE'S use and occupancy, regardless of whether such liability, cost or expense arises during or after the term of this Agreement, except to the extent caused by the negligence or willful misconduct of COUNTY, breach of this Agreement by COUNTY, or violation of any law by COUNTY.

Immediately upon any changes or modification of LESSEE'S Facility, LESSEE shall perform testing with LESSEE'S Facility operating at maximum output to measure Radiofrequency ("RF") levels in and around the area on the Property that is within a three hundred feet (300') radius from LESSEE'S Site. If LESSEE makes any changes or modifications to its antennae or radio equipment (other than like-for-like replacement of antennae or radio equipment), then LESSEE shall immediately upon completion of such modifications and LESSEE'S receipt of COUNTY'S written request therefore, perform testing in the same manner described above to measure RF levels. LESSEE shall be responsible for the RF safety monitoring of all LESSEE'S persons in the vicinity of the Site and Facility to ensure that those persons are not exposed to RF levels that exceed the maximum exposure limits determined by the FCC.

In the event any COUNTY employees or third persons contracted by COUNTY are working on the Building within the area of the rooftop of the Building that is marked off as a hazard zone, which zone shall be defined as twenty feet (20') in front of any antennas installed and ten feet (10') behind any antennas and ten feet (10') from each side of the antennas, then COUNTY shall have the right to require LESSEE to temporarily shut down the antenna sector while such work is being performed inside the hazard area adjacent to the subject antennas. In the event, COUNTY requests a temporary shutdown under this paragraph, COUNTY shall provide LESSEE with at least 24 hours prior notice. COUNTY shall use its best reasonable efforts to minimize its requests under this paragraph and to minimize the time period LESSEE'S Facility must remain shut down.

23. TOXICS: LESSEE shall not manufacture or generate hazardous wastes on or in the Facility, Site, Building, or surrounding property unless specifically authorized by this Agreement. LESSEE shall be fully responsible for any hazardous wastes, substances, or materials as defined under federal, state, or local law, regulation, or ordinance that are manufactured, generated, used, placed, disposed, stored, or transported by LESSEE, its agents, employees, or designees on or in the Facility, the Site, Building, or surrounding property during the term of this

Agreement and shall comply with and be bound by all applicable provisions of such federal, state, or local law, regulation, or ordinance dealing with such wastes, substances, or materials. LESSEE shall notify COUNTY and the appropriate governmental emergency response agency(ies) immediately in the event of any release or threatened release of any such wastes, substances, or materials.

- 24. <u>COMPLIANCE WITH THE LAW</u>: LESSEE shall comply with all local, County, State, and Federal laws, rules, and regulations affecting LESSEE'S use of the Site, Facility, Building, or Property. In particular, LESSEE'S occupancy shall at all times be subject to County rules, regulations, and restrictions per Santa Barbara County Code.
- 25. **NOTICES:** Any notice to be given to the parties shall be in writing and shall be served, either personally or by mail, to the following:

COUNTY: County of Santa Barbara

General Services Department 260 N. San Antonio Road Santa Barbara, CA 93110 Attn: Real Property Manager realproperty@countyofsb.org

(805) 568-3070

LESSEE: T-Mobile USA, Inc.

12920 SE 38TH Street Bellevue, WA 98006

Attention: Lease Compliance

Site No. SV00438A (877) 373-0093

or to the parties at such other place as may be designated in writing. Such notices shall be served by depositing them addressed as set out above, postage prepaid, in the U.S. mail, by reliable overnight courier, or by personal delivery. The date of mailing, or in the event of personal delivery, the date of delivery or refusal of delivery shall constitute the date of service. The telephone numbers included in this Section 25 are for reference only and a phone call does not constitute official notice when such notice is required by this Agreement.

26. **DEFAULT:** Except as otherwise required herein, should LESSEE at any time be in material default hereunder with respect to any covenant contained herein, COUNTY shall give written notice to LESSEE specifying the particulars of the default and LESSEE shall promptly commence remedial action to cure the default. Should such default continue uncured for a period of sixty (60) calendar days from receipt of such notice, this Agreement shall terminate at the option

of the COUNTY; unless the cure of such default shall reasonably take more than sixty (60) calendar days in which case LESSEE shall notify COUNTY and proceed with all due speed to cure the default and shall have a reasonable time to effectuate its cure. Reciprocally, except as otherwise required herein, if COUNTY should at any time be in material default hereunder with respect to any covenant contained herein, LESSEE shall give notice to COUNTY specifying the particulars of the default and COUNTY shall promptly commence remedial action to cure the default. Should such default continue uncured for a period of sixty (60) calendar days from receipt of such notice, LESSEE shall have the option to terminate this Agreement by providing written notification to COUNTY; unless, however, the cure of such default shall reasonably take more than sixty (60) calendar days in which case COUNTY shall notify LESSEE and proceed with all due speed to cure the default and shall have a reasonable time effectuate its cure.

- 27. **REMEDIES:** In the event of a default or breach, either party may exercise any right or remedy at law or in equity which such party may have by reason of such default or breach including but not limited to the following:
- A. The non-defaulting party may waive the default or breach in accordance with Section 28, <u>WAIVER</u>, herein below.
- B. The non-defaulting party may maintain this Agreement in full force and effect and recover whatever monetary loss(es) may have resulted from such default or breach.
- C. Where LESSEE is the non-defaulting party, LESSEE may terminate the Agreement and surrender use of the Site.
- D. Where COUNTY is the non-defaulting party, COUNTY may terminate the Agreement and LESSEE shall vacate the Site within 30 calendar days of written notice from COUNTY.
- 28. <u>WAIVER</u>: It is understood and agreed that any waiver, express or implied of any term of this Agreement shall not be, nor construed to be a waiver of any subsequent breach of a like kind or of any other provision of this Agreement.
- 29. <u>AMENDMENTS</u>: This Agreement may only be amended by written consent of the parties and such changes shall be binding upon the heirs or successors of the parties.
- 30. **TERMINATION:** This Agreement shall terminate and all rights of LESSEE shall cease and LESSEE shall quietly and peacefully deliver to COUNTY, possession and interest in the Site:
- A. Upon expiration or earlier termination of the Agreement as provided in Section 5, <u>TERM or Section 27</u>, <u>REMEDIES</u>; or
 - B. As provided in Section 31, DESTRUCTION; or
- C. Upon the failure of LESSEE to satisfy, observe, or perform any of the covenants, conditions, or reservations set forth in this Agreement and the expiration of the cure period as provided in Section 26, <u>DEFAULT</u>; or

- D. In the event LESSEE is found to be in non-compliance with Exhibits "C", "D", "E", "F", or "G" of this Agreement and such non-compliance is not resolved in a timely fashion as provided in Section 26, DEFAULT; or
- E. In the event LESSEE reasonably and in good faith determines that the Site is no longer economically or technologically feasible for its intended use, provided that LESSEE provides COUNTY with a reasonable basis in writing for its determination. If such determination is acceptable to COUNTY, then such termination for technological reasons shall be effective 12 months from the date upon COUNTY'S receipt of written notice which shall be in writing and delivered by certified mail, return receipt requested. Notwithstanding the aforementioned, LESSEE shall have the right to terminate this Agreement with 180 calendar days written notice to COUNTY in the event of any governmental take back of licenses or permits that would eliminate LESSEE'S ability to use the Site unless the revocation of licenses or permits is the fault of LESSEE.
- 31. **DESTRUCTION:** If the Facility or the Site is partially or totally destroyed by fire or other casualty, LESSEE may rebuild its Site and Facility in the original location of the Site without COUNTY'S consent. If, however, LESSEE selects a new location on the Building to rebuild the Site, COUNTY'S consent to the new location is required and the new location shall not interfere with the COUNTY'S intended use of the Property or Building at the time that such destruction occurs. If LESSEE rebuilds its Site in a new location, then this Agreement shall be amended to show the new location. If the Site or Facility are not operational or accessible due to destruction (in whole or in part), LESSEE shall receive an abatement of Rent for that period of time. In addition, LESSEE may terminate the Agreement by written notice to the COUNTY and any obligation of LESSEE to pay rent shall cease with the payment of the prorated portion of rental obligations up to said termination date.
- 32. <u>HOLDING OVER:</u> Should LESSEE occupy the Site after the expiration date of this Agreement or any extension thereof, with the consent of the COUNTY, expressed or implied, such possession shall be construed to be a tenancy from month to month and LESSEE shall pay COUNTY for such tenancy at the monthly rate in effect on the expiration date.
- 33. <u>AGENCY DISCLOSURE:</u> LESSEE acknowledges that the General Services Department of the COUNTY is the agent for the COUNTY exclusively, and is neither the agent for LESSEE nor a dual agent in this transaction.
- 34. **SURRENDER OF PREMISES:** Upon expiration or termination of this Agreement, LESSEE shall vacate and surrender possession of, and all claim to the Site, leaving it in good condition, except for ordinary wear and tear.

Subject to Section 11, TITLE TO FACILITY, LESSEE shall remove LESSEE'S Owned Facilities within sixty (60) calendar days prior to the date of such expiration or termination and LESSEE shall retain title to LESSEE'S Owned Facilities. Alternatively, upon such expiration or termination, COUNTY may request in writing at least ninety (90) calendar days prior to such expiration or termination the removal of the Facility, in whole or in part, and if COUNTY so

requests, LESSEE shall remove or have said Facility (including LESSEE'S Owned Facilities) or such lesser portions as COUNTY may request removed as soon as is practicable, at LESSEE'S sole cost. Such request for the removal of the Facility shall be made in writing at least ninety (90) calendar days prior to such expiration or termination.

Upon completion of LESSEE'S removal of its Facility, LESSEE shall obtain COUNTY'S good-faith approval that said Facility has been removed and the Site restored to good condition. In order to ensure LESSEE'S timely and adequate removal of its Facility under the terms of this Section 34, SURRENDER OF PREMISES, COUNTY may require through the Land Use Permit(s) attached hereto as Exhibit "E" that LESSEE post a performance bond which COUNTY may utilize to undertake the removal of LESSEE'S Facility in the event LESSEE does not timely and adequately comply with the provisions of this Section 34.

- 35. **CAPTIONS:** The title or headings to the sections of this Agreement are not a part of this Agreement, and shall have no effect upon the construction or interpretation of any part hereof.
- 36. **SEVERABILITY:** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 37. <u>CERTIFICATION OF SIGNATORY</u>: The signatories of this Agreement and each of them represent and warrant that they are authorized to execute this Agreement and that no additional signatures are required to bind COUNTY and LESSEE to its terms and conditions or to carry out duties contemplated herein.
- 38. **PERMITTED PERSONNEL:** LESSEE shall be solely liable for all actions of its agents, employees, contractors, subcontractors, and any others it permits on the Property, Building, or Site and shall be responsible for any and all damages resulting from their actions.
- 39. **FIRE DAMAGE:** LESSEE agrees to hold COUNTY harmless and indemnify COUNTY from any fire damage or injury to COUNTY, other persons, or to property resulting from any fire caused by LESSEE, its agents, employees, or permittees, except to the extent caused by the negligence or willful misconduct of COUNTY, breach of this Agreement by COUNTY, or violation of any law by COUNTY
- 40. **CONDEMNATION:** In the event the Property, Building, or any part thereof is taken by condemnation, eminent domain, or any such proceeding that precludes access to or use of the Site each party shall have the right to pursue its own claim.

In the event possession of the Site or partial possession of the Site is obtained by a public agency or other agency empowered to take by eminent domain, in a manner which precludes 16 of 19

LESSEE'S intended use, this Agreement shall terminate as of the effective date of possession and upon such termination, any obligation of LESSEE to pay rent shall cease with the payment of the prorated portion of rental obligations up to said termination date. Any prepaid rent shall be returned to LESSEE from the effective date of possession.

In the event of a partial taking, this Agreement may continue at LESSEE'S option, however, Rent hereunder may be reduced proportionately.

- 41. **ENTIRE AGREEMENT:** This Agreement, including all attachments hereto, reflects the entire agreement of the parties hereto with respect to the subject matter hereof, and the parties to this Agreement intend that their negotiations, conversations, and statements made prior to execution of this Agreement are fully integrated and expressed herein, and no such negotiations, conversations, and statements shall be deemed to create rights or obligations other than those stated herein.
- 42. **CONSTRUCTION:** The parties to this Agreement agree that each party and its respective counsel have reviewed and approved this Agreement to the extent that each party in its sole discretion has desired and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement. The terms and conditions of this Agreement embody the parties' mutual intent, and this Agreement shall not be construed more liberally in favor of, nor more strictly against any party hereto.
- 43. **ELECTRONICALLY/ FACSIMILE TRANSMITTED SIGNATURES**: In the event that the parties hereto utilize electronically transmitted documents which include electronically generated signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing the electronic signatures name and title are provided directly below the electronic signature.

In the event that the parties hereto utilize facsimile transmitted documents transmitted documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing original signatures are provided within seventy-two (72) hours of transmission.

44. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed in any number of counterparts and each such counterpart shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

Project:

T-Mobile West LLC

AL WH

APN:

128-085-042

Folio:

003443

Agent:

DH

IN WITNESS WHEREOF, COUNTY and LESSEE have executed this Agreement by the respective authorized officers as set forth below to be effective as of the date executed by COUNTY "Effective Date"

> "COUNTY" COUNTY OF SANTA BARBARA

ATTEST:

MONA MIYASATO CLERK OF THE BOARD By: Steve Lavagnino, Chair Board of Supervisors

Sheila De La Guerra

Deputy Clerk

12-10-24

APPROVED AS TO FORM: RACHEL VAN MULLEM COUNTY COUNSEL

Blyder Sprague

oacs Professorague

Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM: BETSY M. SCHAFFER, C.P.A. AUDITOR-CONTROLLER

ASCEDS POWER Price, Jr.

Deputy Auditor-Controller

APPROVED AS TO FORM:

CEO/RISK MANAGEMENT

DocuSigned by:

-05F5CFCE269Willigan Risk Manager **APPROVED**

REAL PROPERTY DIVISION

19AKAN A. Eagerquist, Director General Services Department

[LESSEE SIGNATURE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, COUNTY and LESSEE have executed this Agreement by the respective authorized officers as set forth below to be effective as of the date executed by COUNTY ("Effective Date").

"LESSEE" T-Mobile West LLC

Ву:	Docusigned by: Seri Roper 17354A79CD98480	
Name:	Geri Roper	REAL ESTATE LEGAL
Title: _	Director	
Date: _	10/1/2024	MOBILE

EXHIBIT "A" Legal Description of The Property

Real property in the City of Santa Mana, County of Santa Barbara, State of California, described as follows:

LOTS 4 AND 5 OF CENTRAL COAST PROFESSIONAL PARK II, TRACT NO. 5579, IN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS PER MAP RECORDED DECEMBER 20, 1990 IN BOOK 157, PAGES 51 THRU 57 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBON SUBSTANCES BY WHATEVER NAME KNOWN, TOGETHER WITH ALL RIGHTS TO ALL THERMAL ENERGY BY WHATEVER NAME KNOWN, LYING AND BEING IN OR UNDER SAID LAND BELOW 500 FEET DEPTH FROM THE SURFACE WITH THE RIGHT TO EXTRACT OR REMOVE ANY AND ALL SUCH SUBSTANCES BY SLANT DIRECTIONAL OR OTHER DRILLING OR TUNNELING, BUT WITHOUT THE RIGHT TO ENTER IN OR UPON THE SURFACE OF SAID DEMISED LAND FOR ANY PURPOSES, AS RESERVED BY RICHARD JOSEPH LIBEU, ET AL, IN DEED RECORDED AUGUST 16, 1977 AS INSTRUMENT NO. 77-41219 OF OFFICIAL RECORDS.



EXHIBIT "B"

Description of The Site

(400 sq. (t. rooftop)

See attached A-1 Sheet dated 12/18/03 Identified as VY-438-01-P2-B2

11135

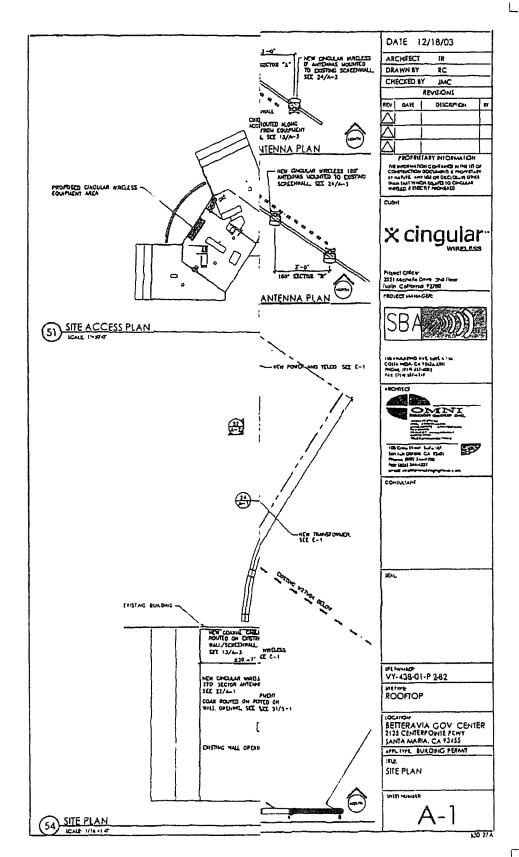
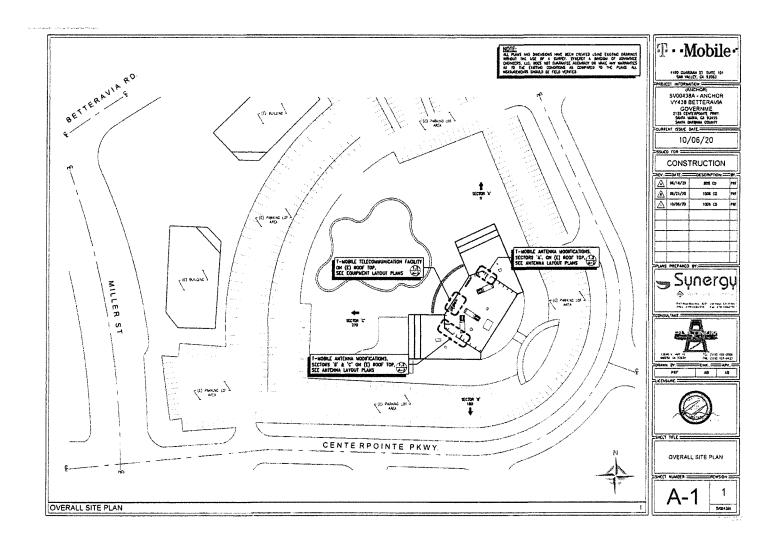


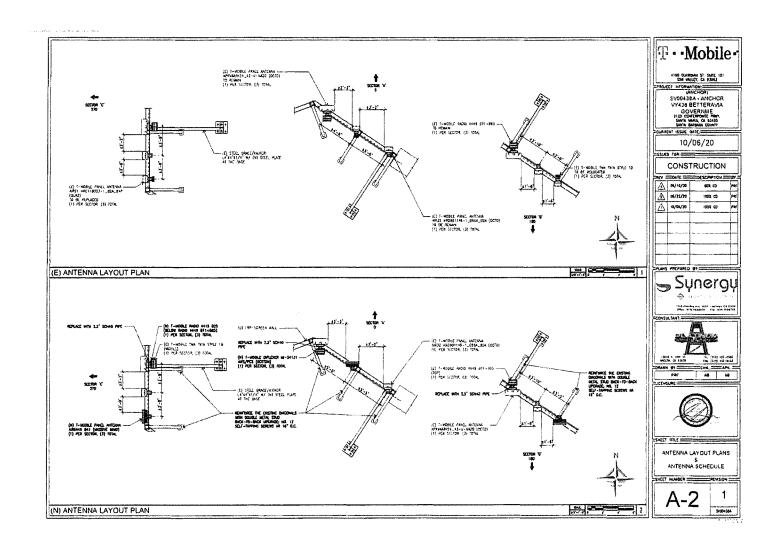


EXHIBIT C

Equipment and Antenna Specifications

See attached A-1, A-2 and A-3 Sheets dated 10/6/2020





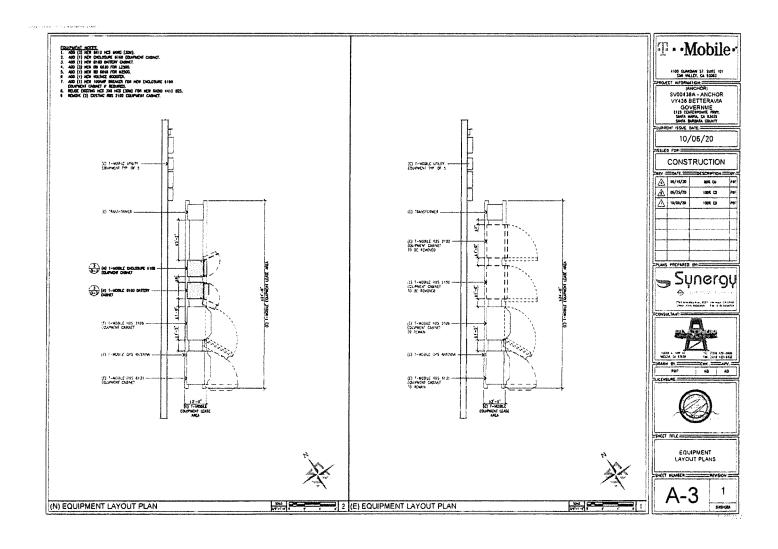
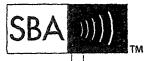


EXHIBIT "D"
Land Use Permit
Seatlached



PREFERENCE ONLY) 12.9.2007 B. Shown for Marc P. BIERTZINSK SUBJECT TO COMMENTS IN E-MAR. SANTA MARIA DATED 12.9.2003 ATTACHED	100 Cross Street, Suite 101 San Luis Obispo CA, 93401 Phone: (805) 544-720 Fax: (805) 544-7207 emoit: Info@omnidesigngroup.com CONSULTANT:
CONFIGNOTIVE COUNTY ARCHITECT PACRITY POLICY FRAMENORS (FFT) COMPLIANCE STATEMENT COMPLIANCE STATEMENT COMPLIANCE STATEMENT COMPLIANCE STATEMENT NOT COMPLIANT WITH FIFT Consider the page of growing and the design manage of the page of growing and the design of the page of the	SITE NUMBER: VY-438-01-P2 SITE TYPE ROOFTOP LOCATION: BETTERAVIA GOV. CENTER 2125 CENTERPOINTE PKWY SANTA MARIA, CA 93455 APPL TYPE: CUP TITLE SHEET SHEET NUMBER:



RECEIVED

HOV 18 2003

COMMUNITY DEVELOR MENT

November 18, 20033

Mr. Mark Bierdzinski Planning Division Manager City of Sama Maria 110 S. Pine St Room 101 Santa Maria, Ca 93458

Re: Cingular Wireless Site Plan Review

Mr. Bierdzinski,

Per our discussion on the phone a few weeks ago. Cingular Wireless is proposing a facility at the Betteravia Government Center in Santa Maria. Attached please find copies of the signed site plans from the County Architect approving the proposed design as well as a letter from the County of Santa Barbara supporting the project in addition, there is a letter from the Frequency Engineer at Cingular outlining the technical requirements for the facility. Upon your review of the project we will be submitting for the building permit. Can you please advise as to if this is done through the City or the County Building Department?

If you have any questions or need any additional information, please feel free to contact me at (805) 448-4221. Please send any correspondence regarding this matter to the address below.

Thank you for your time.

Tricia Knight Planning Consultam 368 Santa Fe Ave Pismo Beach, Ca 93449 (805) 448-4221 (805) 773-1779 Fax

MA. Inc. 180 150 Paularina Arenue 180 Suite A-166 180 Costa Mesa, CA 92626 180 (774) 557-6052 180 (774) 557-6249 Fax 180 www.bosite.com

Tricia Knight

From:

Marc Blerdzinski (mbierdzinski@disanta-maria.ca.us)

Sent

Tuesday, December 09, 2003 1:41 PM

To: Subject:

Tricia Knight' RE: Betteravia Gov't Center

Tricia,

Thanks for your patience. You do not need a city building permit. You would go through the county.

The only comment I would have is that the city would prefer that the antennas be incorporated into the parapet as opposed to being located above the parapet.

Marc

----Original Message----

From: Tricia Knight [mailto:tricia@imagecreators.com]

Sent: Monday, December 08, 2003 4:22 PM

To: Mark Bierdzinski

Subject: Betteravia Gov't Center

Mark,

Hope this finds you well and you have come up for air from all the work that was waiting for you when you got back from vacation. Just hoping that you will have time to review the Cingular site this week.

Tricia Knight
TEK Consulting
368 Santa Fe Ave
Pismo Beach, Ca 93449
(805) 448-4221
(805) 773-1779 Fax



November 10, 2003

To whom it may concern:

This letter is intended to explain the need of Cingular Wireless to be at the antenna height we are proposing which is higher than the existing Sprint antennas as shown on the drawings. Generally the antenna locations of Sprint are placed near the outer edges of the building so their main beam only have a short span to clear the outer parapet wall which is what is considered as the first obstruction. The way wireless transmission works is that you need an unobstructed path for the first fresnel zone for proper reception. Based on a simplified guide for the technology and the frequency we are using, for every 3 feet set back from the obstruction (parapet wall) our antenna bottom needs to be 1 feet above it (3:1 ratio)

Our 0 degree (North) sector needs to clear the outer parapet wall directly north with a span of 53° 5". Therefore according to the ratio we need atleast 17' to clear the first fresnel but according to the drawings the antenna bottom is only 9' 5" above the outer parapet wall.

Our 180 degree (South) sector is 29' 7" from the southern edge of the building and so it needs around 10 feet above the outer parapet wall. The antenna bottom are only 7' 5" above it as what is shown on the drawings.

Our 270 degree (West) sector is 39' 7" from the western edge of the building therefore it needs atleast 13' feet but we are only proposing 7' 5" of height of our antenna bottom in reference to the top of the parapet wall.

Although we still have minimal shadowing on our antennas we tried to design the antenna heights and locations to lessen the visual impact on the architectural features of the building.

Cordially,

Glenn Dime RF Design Engineer Cingular Wireless

COUNTY OF SANTA BARBARA

RONALD S. CORTEZ Director

Doug Martin



Mark Mittermiller Assistant Director

Dennis Kirby Assistant Director

Assistant Director

GENERAL SERVICES DEPARTMENT

105 East Anapamu Street Santa Barbara, California 93101 (805) 568-2625

November 13, 2003

Tricia Knight SBA 368 Santa Fe Avenue Pismo Beach, CA 93449

Dear Ms. Knight:

Progosed Cingular Installation on Betteravia Government Center Building in Santa Maria

Robert Ooley, the County Architect, has reviewed your submitted plans for installation of Cingular Wireless's site on the rooftop of a County building located at 2125 See the Cer-Way, Santa Maria He has approved the attached site plan. Please resubmit a revised of the inis.

With this approval, the County General Services Department, Real Estate Services Services authorizing Cingular's use of the County building as planned. We are aware that Cingular Wireless has named you as their authorized as but with respects to this proposed project. The authorize you to proceed with planning and permitting. Additionally, we will require finding a your organization to reimburse the staff time to prepare and process the appropriate doctation. subsequent to you obtaining the required permit(s);

Please provide a check made payable to: County of Santa Barbara, in the amount of \$5,070.00 (65 hours @ \$78 of Real Property, Facilities Services and Communications staff time), and remit to: County of Santa Barbara, Facilities Services Division, 1100 Anacapa Street, 2nd Floor Annex, Santa Barbara, CA 93101-6065.

Thank you in advance for your cooperation.

Sincerel

Ronn Carlentine SR/WA Real Estate Services Manager EXHIBIT "E"
Building Permit
See attacked



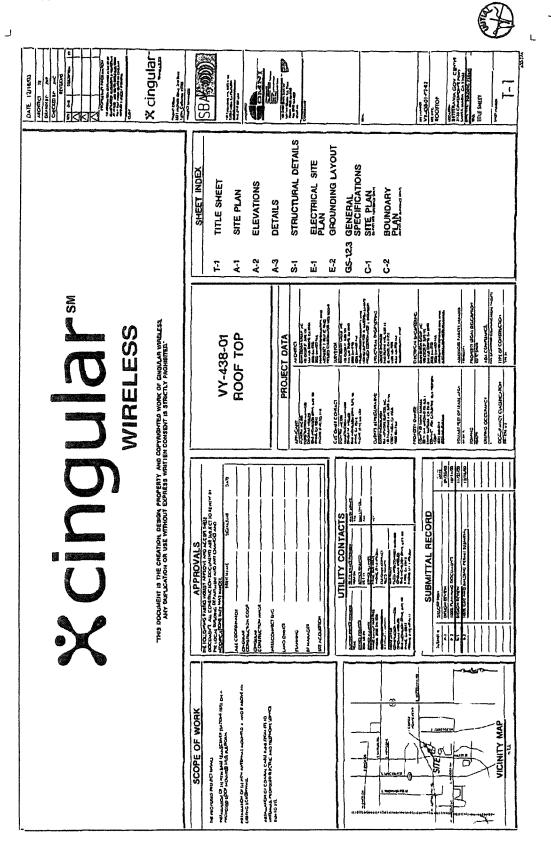
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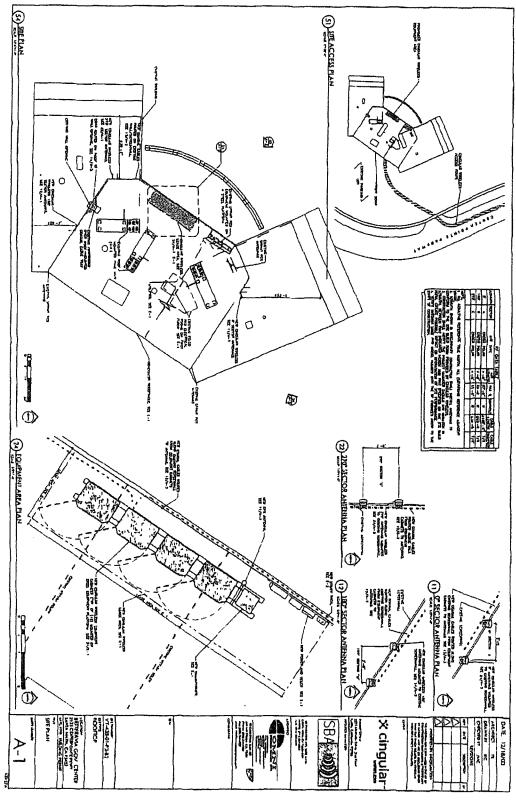
EXHIBIT "F" Design And Architectural Plans

See attached plans dated 12/18/03 Identified as VY-438-01-P2-B2





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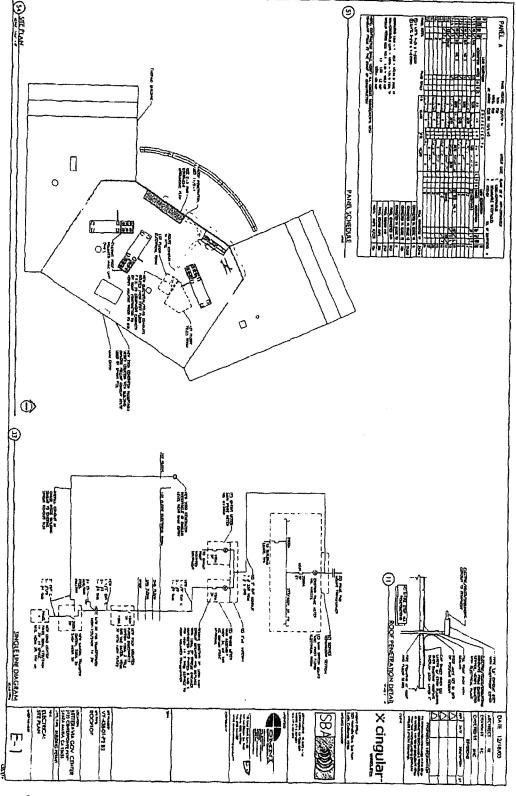
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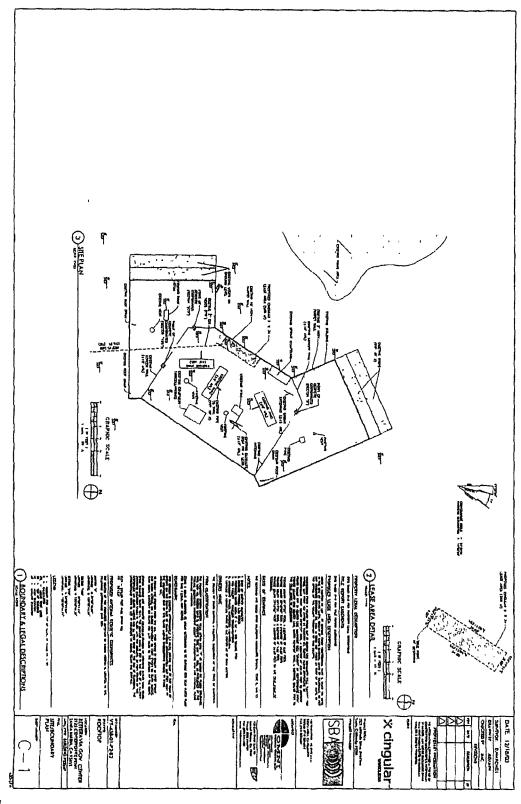
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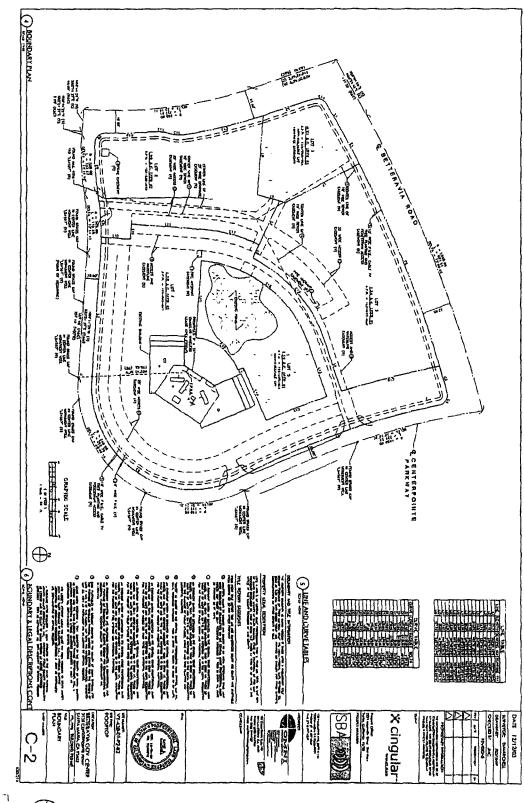




EXHIBIT "G" Construction Schedule

See attached



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