

RESOLUTION NO. 2482

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
AUTHORIZING THE EXECUTION OF A LEASE BETWEEN THE
CITY AND MATTHEWS LAND COMPANY FOR USE OF
SPACE AT THE WATER WELL LOCATED IN
VOSTI PARK FOR PACIFIC BELL
MOBILE SERVICES**

BE IT RESOLVED by the City Council of the City of Soledad that the City Manager is hereby, authorized, for and on behalf of the City of Soledad to execute a lease by and between the City of Soledad, as Lessor and Matthews Land Company as Lessee, (for use of space at the water well located in Vosti Park for Pacific Bell Mobile Services), in the form of the lease hereunto attached, marked "Exhibit A," and by reference made a part hereof.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 7th day of February 1996, by the following vote:

AYES, and in favor thereof, Councilmembers: John Holguin, Fred Ledesma, Richard Ortiz, Mayor Pro Tem Fabian Barrera, Mayor Ben Jimenez, Jr.

NAYES, Councilmembers: None

ABSENT, Councilmembers: None


MAYOR OF THE CITY OF SOLEDAD

ATTEST:


CITY CLERK OF THE CITY OF SOLEDAD

COMMUNICATIONS SITE LEASE AGREEMENT

THIS COMMUNICATIONS SITE LEASE AGREEMENT ("Lease") dated as of January 18,, 1996, is between Pacific Bell Mobile Services , a California corporation ("Lessee") whose address is 4410 Rosewood Drive, Building 1, 4th Floor, Pleasanton, California 94588, and the City of Soledad, a municipal corporation("Lessor") whose address is 248 Main Street, P.O. Box 156, Soledad, California, 93960

The parties hereto agree as follows:

1. **Premises.** Lessor owns the real property legally described in Exhibit "A" commonly known as Vosti Community Park, City of Soledad Water Tank (Assessor's Parcel Number 22-042-19). Subject to the following terms and conditions, Lessor leases to Lessee that portion of Lessor's property ("Lessor's Property") depicted in Exhibit "B", including any applicable easements for access and utilities (the "Premises").
2. **Use.** The Premises may be used by Lessee for any lawful activity in connection with the provisions of mobile/wireless communications services, including without limitation, the transmission and the reception of radio communication signals on various frequencies and the construction, maintenance and operation of related communications facilities. Lessor agrees, at no expense to Lessor, to cooperate with Lessee, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises. Lessee's facilities will be substantially similar to the drawing in exhibit "B" and will be in accordance with the drawings in subsequent building permits. Lessee shall apply for and obtain building permits at Lessee's expense. Any significant modifications will require Lessor's prior approval (Lessor's approval of modifications not to be unreasonably withheld)
3. **Conditions Precedent.** This Lease is conditioned upon Lessee, or Lessee's assigns, obtaining all governmental permits and approvals enabling Lessee, or its assigns, to construct and operate mobile/wireless communications facilities on the Premises.
4. **Term.** The term of this Lease ("Term") shall be five (5) years commencing with the issuance of a local building permit allowing Lessee to construct its mobile/wireless communications facilities on the Premises, or December 31, 1996, whichever is earlier ("Commencement Date"). Lessee shall have the right to extend the Term of this Lease for five (5) additional terms ("Renewal Term") of five (5) years each. Each Renewal Term shall be on the same terms and conditions as set forth herein. This Lease shall automatically be extended for each successive five (5) year Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to extend this Lease at least thirty (30) days prior to the expiration of the first five year Term or any Renewal Term.
5. **Rent.**
 - (a) Upon the Commencement Date, Lessee shall pay Lessor, as rent, the sum of Five Hundred Dollars (\$500.00) ("Rent") per month. Rent shall be payable on the 1st day of each month, in advance, to Lessor's address specified in Paragraph 17, Miscellaneous. If the Commencement Date is other than the first day of a calendar month, Lessee may pay on the first day of the Term the prorated Rent for the remainder of the calendar month in which the Term commences, and thereafter, Lessee shall pay a full month's Rent on the first day of each calendar month, except that payment shall be prorated for the final fractional month of this Lease, or if this Lease is terminated before the expiration of any month for which Rent should have been paid.
 - (b) Rent shall be increased at the beginning of each Renewal Term by an amount equal to fifteen percent (15%) of the Rent for the previous Term (or Renewal Term).
6. **Improvements; Access.**
 - (a) Lessee shall have the right (but not the obligation) at any time following the full execution of this Lease and prior to the Commencement Date, to enter the Premises for the purpose of making necessary inspections and engineering surveys (and soil tests where applicable) and other reasonably necessary tests (collectively "Tests") to determine the suitability of the Premises for Lessee's Facilities (as defined herein) and for the purpose of preparing for the construction of Lessee's Facilities. During any Tests or pre-construction work, Lessee will have insurance as set forth in Section 12, Insurance. Lessee will notify Lessor of any proposed Tests or pre-construction work and will coordinate the scheduling of same with Lessor. If Lessee determines that the Premises are unsuitable for Lessee's contemplated use, then Lessee will notify Lessor and this Lease will terminate.

(b) Lessee has the right to construct, maintain and operate on the Premises radio communications facilities, including but not limited to, radio frequency transmitting and receiving equipment, batteries, utility lines, transmission lines, radio frequency transmitting and receiving antennas and supporting structures and improvements ("Lessee's Facilities"). In connection therewith, Lessee has the right to do all work necessary to prepare, add, maintain and alter the Premises for Lessee's communications operations and to install utility lines and transmission lines connecting antennas to transmitters and receivers. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Title to Lessee's Facilities and any equipment placed on the Premises by Lessee shall be held by Lessee. All of Lessee's Facilities shall remain the property of Lessee and are not fixtures. Lessee has the right to remove all Lessee's Facilities at its sole expense on or before the expiration or termination of this Lease. Lessee's facilities will be substantially similar to the drawing in exhibit "B" and will be in accordance with the drawings in subsequent building permits. Lessee shall apply for and obtain building permits at Lessee's expense. Any significant modifications will require Lessor's prior approval (Lessor's approval of modifications not to be unreasonably withheld)

(c) Lessor shall provide access to Lessee, Lessee's employees, agents, contractors and subcontractors to the Premises twenty-four (24) hours a day, seven (7) days a week, at no charge to Lessee. Lessor represents and warrants that it has full rights of ingress to and egress from the Premises, and hereby grants such rights to Lessee to the extent required to construct, maintain, install and operate Lessee's Facilities on the Premises. Lessee's exercise of such rights shall not cause undue inconvenience to Lessor.

(d) Lessor shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow access. Lessor shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Lessee's use of such roadways. If Lessee causes any such damage, it shall promptly repair same.

(e) Lessee shall have the right to install utilities, at Lessee's expense, and to improve the present utilities on or near the Premises (including, but not limited to the installation of emergency back-up power). Subject to Lessor's approval of the location, which approval shall not be unreasonably withheld, Lessee shall have the right to place utilities on (or to bring utilities across) Lessor's Property in order to service the Premises and Lessee's Facilities. Upon Lessee's request, Lessor shall execute recordable easement(s) evidencing this right. All utilities will be installed in a manner to meet City of Soledad building code and any necessary building permits will be obtained by lessee, at Lessee's expense prior to any construction or installation of utilities.

(f) Lessee shall fully and promptly pay for all utilities furnished to the Premises for the use, operation and maintenance of Lessee's Facilities.

(g) Upon the expiration, cancellation or termination of this Lease, Lessee shall surrender the Premises to Lessor in good condition, less ordinary wear and tear.

(h) Prior to commencing construction of Lessee's Facilities, Lessee shall obtain Lessor's approval of Lessee's work plans, which approval shall not be unreasonably withheld. Lessor shall give such approval or provide Lessee with its requests for changes within five (5) working days of Lessor's receipt of Lessee's work plans. If Lessor does not provide such approval or request for changes within such five (5) working day period, it shall be deemed to have approved the plans. Lessor shall not be entitled to receive any additional consideration in exchange for giving its approval of Lessee's plans

7. **Interference with Communications.** Lessee's Facilities shall not disturb the communications configurations, equipment and frequency which exist on Lessor's Property on the Commencement Date ("Pre-existing Communications"), and Lessee's Facilities shall comply with all non-interference rules of the Federal Communications Commission ("FCC"). Lessor shall not permit the use of any portion of Lessor's Property in a way which interferes with the communications operations of Lessee described in Paragraph 2, above. Such interference with Lessee's communications operations shall be deemed a material breach by Lessor, and Lessor shall have the responsibility to promptly terminate said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference will cause irreparable injury to Lessee, and therefore, Lessee shall have the right to bring action to enjoin such interference or to terminate the Lease immediately upon notice to Lessor. Notwithstanding the foregoing, Pre-existing Communications operating in the same manner as on the Commencement Date shall not be deemed interference.

8. **Taxes.** Lessee shall pay personal property taxes assessed against Lessee's Facilities and Lessor shall pay when due, all real property taxes and all other taxes, fees and assessments attributable to the Premises and this Lease. This lease may be deemed to have created a possessory interest on Lessee's behalf in the Premises, subject to property taxes pursuant to Cal. Rev. & Tax Code.

9. **Termination.** This Lease may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant, condition, or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default; (ii) by Lessee for any reason or for no reason, provided Lessee delivers written notice of termination to Lessor prior to the Commencement Date; (iii) by Lessee if it does not obtain or maintain, licenses, permits or other approvals necessary to the construction or operation of Lessee's Facilities; or (iv) by Lessee if Lessee is unable to occupy or utilize the Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of channels or change in frequencies; or (v) by Lessee if Lessee determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including without limitation, signal strength or interference. If after the Commencement Date, Lessee provides thirty (30) days written notice to Lessor of termination of this Lease due to economic, environmental or technological reasons, Lessee shall pay Lessor Six (6) months Rent as payment for such early termination

10. **Relocation.** Subject to the other provisions of this Lease, in the event Lessor desires to redevelop, modify, remodel or in any way alter its property and any improvements thereon ("Redevelopment"), Lessor shall in good faith use its best effort to fully accommodate Lessee's continuing use of the Premises. Should any proposed Redevelopment necessitate the relocation of the Premises or Lessee's Facilities, and/or any alterations to Lessee's Facilities, subject to Lessee's prior written consent which consent will not be unreasonably withheld, Lessee shall relocate or make the necessary alterations, at Lessee's sole cost, expense and risk; provided however, that Lessor has provided Lessee with no less than one year prior written notice of Lessor's proposed Redevelopment. Lessor shall only be entitled to relocate Lessee's Facilities as set forth above following the expiration of the second (2nd) renewal term. Lessor shall not be entitled to relocate Lessee more than one (1) time during the term of this Lease.

11. **Destruction of Premises.** If the Premises or Lessor's Property is destroyed or damaged so as in Lessee's judgment, to hinder its effective use of Lessor's Property, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying Lessor no more than 30 days following the date of damage or destruction. In such event, all rights and obligations of the parties which do not survive the termination of this Lease shall cease as of the date of the damage or destruction.

12. **Condemnation.** If a condemning authority takes all of Lessor's Property, or a portion which in Lessee's opinion is sufficient to render the Premises unsuitable for Lessee's use, then this Lease shall terminate as of the date when possession is delivered to the condemning authority. In any condemnation proceeding each party shall be entitled to make a claim against the condemning authority for just compensation (which for Lessee shall include, the value of Lessee's Facilities, moving expenses, prepaid rent, business dislocation expenses, bonus value of the lease and any other amounts recoverable under condemnation law). Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain, shall be treated as a taking by a condemning authority.

13.

(a) **Insurance.** Lessee shall maintain the following insurance: (1) Commercial General Liability with limits of \$5,000,000.00 per occurrence, (2) Automobile Liability with a combined single limit of \$1,000,000.00 per accident, (3) Workers Compensation as required by law, and (4) Employer's Liability with limits of \$1,000,000.00 per occurrence.

Each party to this Lease shall each maintain standard form property insurance ("All Risk" coverage) equal to at least 90% of the replacement cost covering their respective property. Each party waives any rights of recovery against the other for injury or loss due to hazards covered by their property insurance and each party shall require such insurance policies to contain a waiver of recovery against the other. Lessee shall name Lessor: the City of Soledad, its officers, officials, directors, employees and agents as an additional insured with respect to the above Commercial General Liability insurance. Lessee shall have the right to self-insure with respect to any of the above insurance.

(b) **Lessee's Indemnity.** Lessee shall indemnify, defend, and hold Lessor, the City of Soledad, its officers, officials, directors, employees and agents, successors and assigns harmless from and against any and all loss, cost, claim, liability, action, damage, injury to or death of any person (including reasonable attorneys' fees) ("Claims"), occurring on the Premises and arising out of or connected with the negligence or willful misconduct of Lessee, its agents or contractors, except for Claims arising out of (i) the negligence or willful misconduct of Lessor, its agents or contractors, (ii) violation of law by Lessor, its agents or contractors, (iii) breach of any duty or obligation by Lessor under this Lease, or (iv) any condition relating to the Premises which Lessee has no obligation to repair or maintain.

(c) **Lessor's Indemnity.** Lessor shall indemnify, defend, and hold Lessee, its employees, successors and assigns harmless from and against any and all loss, cost, claim, liability, action, damage, injury to or death of any person

(including reasonable attorneys' fees) ("Claims"), arising out of or connected with the (i) negligence or willful misconduct of Lessor, its agents or contractors, (ii) violation of law by Lessor, its agents or contractors, (iii) breach of any duty or obligation by Lessor under this Lease, or (iv) any condition relating to the Premises which Lessee has no obligation to repair or maintain, except for Claims occurring on the Premises and arising out of or connected with the negligence or willful misconduct of Lessee, its agents or contractors."

(d) **Survival.** The foregoing indemnity in (b) and (c) will survive the termination, cancellation or expiration of this Lease.

14. **Assignment.** Lessee may assign this Lease at any time to any of Lessee's affiliates. Any other assignment requires Lessor's prior written approval which approval shall not be unreasonably withheld

15. **Title and Quiet Enjoyment.**

(a) Lessor warrants that it has full right, power, and authority to execute this Lease; Lessor further warrants that Lessee shall have quiet enjoyment of the Premises during the Term of this Lease or any Renewal Term.

(b) Lessee has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Lessee, such title report shows any defects of title or any liens or encumbrances which may adversely affect Lessee's use of the Premises, Lessee shall have the right to terminate this Lease immediately upon written notice to Lessor.

16. **Repairs.** Lessee shall not be required to make any repairs to the Premises except for damages to the Premises caused by Lessee, its employees, agents, contractors or subcontractors.

17. **Environmental.** Lessor represents that the Premises have not been used for the generation, storage, treatment or disposal of hazardous materials, hazardous substances or hazardous wastes. In addition, Lessor represents that no hazardous materials, hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyls (PCBs), petroleum or other fuels (including crude oil or any fraction or derivative thereof) or underground storage tanks are located on or near the Premises. Notwithstanding any other provision of this Lease, Lessee relies upon the representations stated herein as a material inducement for entering into this Lease.

18. **Miscellaneous.**

(a) If any provision of the Lease is invalid or unenforceable with respect to any party, the remainder of this Lease or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

(b) This Lease shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(c) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, confirmed fax, or reliable overnight mail to the address of the respective parties set forth below:

Lessor: City of Soledad, a municipal corporation whose address is 248 Main Street, P.O. Box 156, Soledad, California, 93960

Lessee: Pacific Bell Mobile Services, a California corporation whose address is 4410 Rosewood Drive, Building 1, 4th Floor, Pleasanton, California 94588

Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party.

(d) This Lease shall be governed under the laws of the State of California.

(e) The substantially prevailing party in any legal claim arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

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


(g) Upon request either party may require that a Memorandum of Lease be recorded in the form of Exhibit "C".

(h) This Lease constitutes the entire Lease and understanding between the parties, and supersedes all offers, negotiations and other leases concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

ATTEST WITNESS

LESSOR City of Soledad,
a municipal corporation

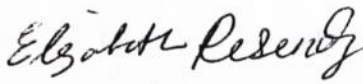

Date: 9 Feb 1996

By: Belinda B. Espinosa
Name and Title: Belinda Espinosa, City Manager
TAX ID#: 946000432
Date: 2-9-96

Read and Approved as to Form and Content By:  City Attorney
Date: 2-16-96

ATTEST WITNESS

LESSEE Pacific Bell Mobile Services,
a California corporation


Date: 2/26/96

By: F. Kevin Flaherty
Title: Kevin Flaherty
Network Deployment Manager
Date: 2/26/96

EXHIBIT A
LEGAL DESCRIPTION OF LESSOR'S PROPERTY

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

Legal description:

Parcel 1:

Certain real property in the Rancho San Vicente, County of Monterey, State of California, being a part of that certain 5.90 acre tract of land conveyed by Innocente Vosti to the City of Soledad by deed dated April 8, 1928 recorded in Volume 3 of Official Records, at page 422, records of Monterey County, California, and a part of that certain 29.55 acre tract of land conveyed by J. H. Menke to Innocente Vosti by deed dated May 24, 1911 recorded in Volume 119 of Deeds, at page 143, Records of Monterey County, California, said real property being particularly described as follows, to wit:

Beginning at a point in the northeasterly boundary of said 5.90 acre tract of land, said point being in the Southeasterly production of the Southwesterly line of Monterey Street of the City of Soledad and from which point the most Northerly corner of said 5.90 acre tract bears N. 51° 29' W., 133.95 feet distant; thence leave said northeasterly boundary and running S. 38° 31' W., 400.0 feet; thence S. 44° 13' W., 80.09 feet to the most northerly corner of that certain tract of land conveyed by Innocente Vosti to Shell Oil Company of California, by Quitclaim Deed dated September 19, 1928 in Volume 164 of Official Records at page 483, records of Monterey County, California; thence along the boundaries of the last mentioned tract with the following three courses and distances

- (1) S. 51° 29' E., 161.50 feet; thence
- (2) Along the arc of a circular curve to the left (the center of which bears N. 38° 31' E., 5579.61 feet distant) for a distance of 263.7 feet to the most easterly corner of said Shell Oil Company tract, thence
- (3) S. 30° 41' W., 100.42 feet to the most southerly corner of said Shell Oil Company tract in the northeasterly line of the right of way of the Southern Pacific Railroad; thence along said right of way line, following the arc of a circular curve to the left (the center of which bears N. 35° 46' 40" E., 5679.61 feet distant) for a distance of 75.44 feet; thence leave said right of way line and running N. 38° 31' E., 561.07 feet to a point in the southeasterly production of the southwesterly line of said Monterey Street; thence along said produced line N. 51° 29' W., 500.0 feet to the place of beginning. Courses all true.

EXHIBIT A
LEGAL DESCRIPTION OF LESSOR'S PROPERTY

Legal description -- page 2:

Parcel 2:

Being a part of Subdivision "A" of Lot 2 of Rancho San Vicente near Soledad in Monterey County, State of California, particularly described as follows:

Beginning at a point in the Northeasterly line of the right of way of the Southern Pacific Railroad (100 feet wide), said point being at the most southerly corner of that certain right of way described in deed conveying 5.9 acres of land, Innocente Vosti to the City of Soledad, by deed dated April 8, 1922, recorded in Volume 3, Official Records, page 422, Records of Monterey County; thence along said boundary of said right of way North 30° 41' East 100.7 feet; thence parallel to and 100 feet (measured at right angles) from said Northeasterly line of Railroad right of way South 51° 29' East 161.5 feet to a point, said point being the beginning of a curve to the left; thence on the arc of said curve a distance of 263.7 feet to a point on the southeasterly line of said 5.9 acre parcel, said point being 100 feet (measured at right angles) from said Northeasterly line of Railroad right of way; thence South 30° 41' West 100.42 feet to a point on the Northeasterly line of said Railroad right of way; thence along the said Northeasterly line of Railroad right of way, in a Northwesterly direction on the arc of a curve to the right a distance of 271.5 feet to a point, said point being the beginning of the curve of said Railroad right of way; thence North 51° 29' West 147.8 feet to the point of beginning.

Excepting therefrom that portion of said part of Subdivision "A" of Lot 2 of Rancho San Vicente near Soledad in Monterey County, State of California, particularly described as follows:

Beginning at a point in the Northeasterly line of the right of way of the Southern Pacific Railroad (100 feet wide) said point being the most Southerly corner of that right of way described in deed conveying 5.9 acres of land, Innocente Vosti to the City of Soledad, by deed dated April 8, 1922, recorded in Volume 3, Official Records, page 422, Records of Monterey County; thence parallel along said boundary of said right of way North 30° 41' East 100.7 feet; thence parallel to and 100 feet (measured at right angles) from said Northeasterly line of Railroad right of way South 51° 29' East 153.70 feet to a point; thence South 38° 31' West 100 feet in a direction at right angles to said Railroad right of way to a point, said point being in the Northeasterly line of said Railroad right of way; thence North 51° 29' West 140 feet along said Railroad right of way to the point of beginning.

EXHIBIT A
LEGAL DESCRIPTION OF LESSOR'S PROPERTY

Legal description -- page 3:

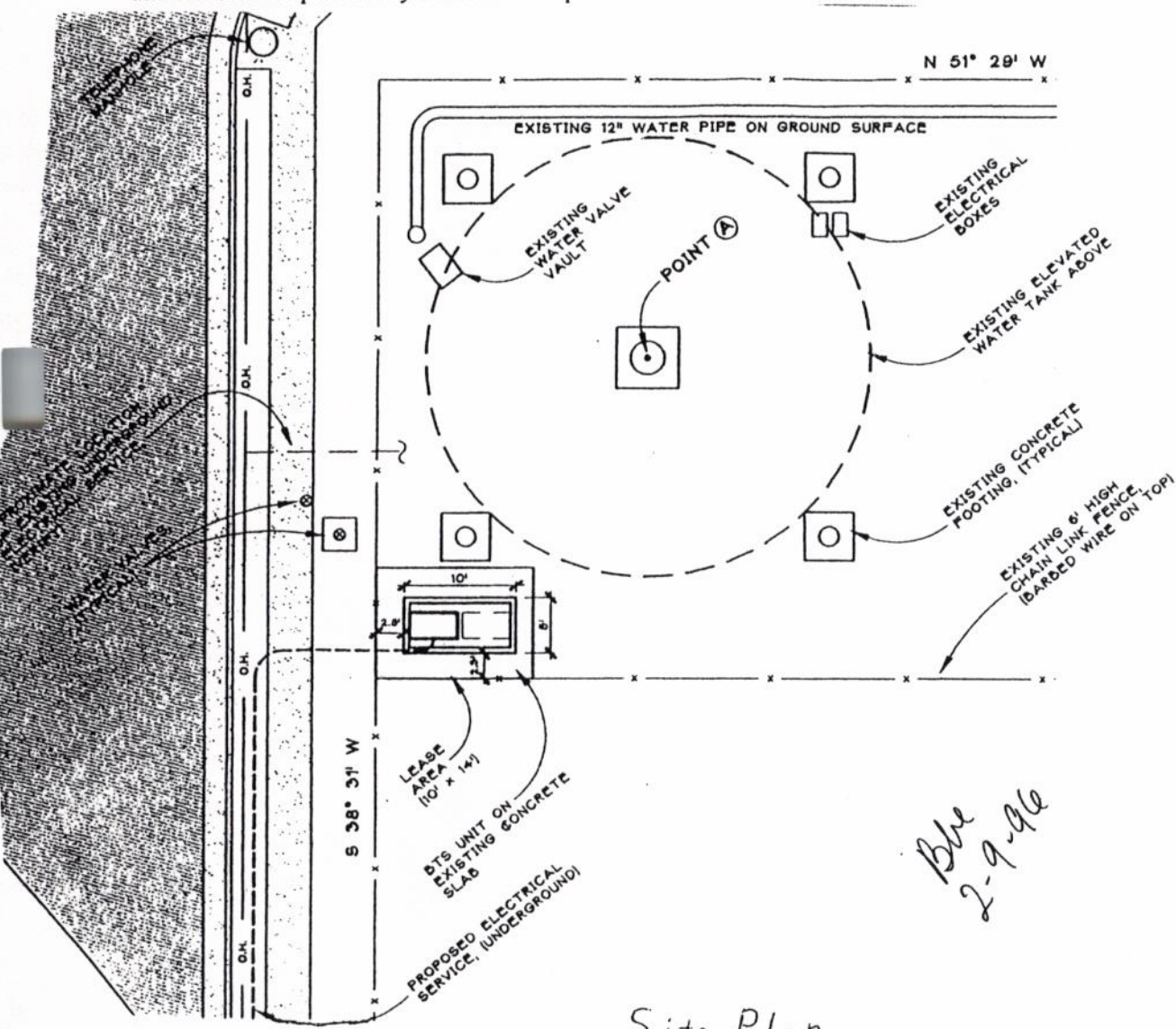
Parcel 3:

Being a part of Subdivision "A" of Lot 2 of Rancho San Vicente, beginning at a point in the Northeasterly line of the right of way of the Southern Pacific Railroad (100 feet wide), said point being the most southerly corner of that right of way described in deed conveying 5.9 acres of land, Innocente Vosti to the City of Soledad, by deed dated April 8, 1922, recorded in Volume 3, Official Records at Page 422, Records of Monterey County; thence parallel along said boundary of said Right of Way N. 30° 41' E., 100.7 feet; thence parallel to and 100 feet (measured at right angles) from said northeasterly line of Railroad Right of Way S., 51° 29' E., 153.70 feet; thence S. 38° 31' W., 100 feet in a direction at right angles to said Railroad right of way to a point, said point being in the northeasterly line of said Railroad Right of Way; thence N. 51° 29' W., 140 feet along said Railroad Right of Way to the point of beginning.

APN: 22-042-19

**EXHIBIT B
DESCRIPTION OF PREMISES**

The location of the Premises within the Lessor's property together with access, ingress, egress, easements and utilities are more particularly described or depicted as follows:



*Blue
2-9-96*

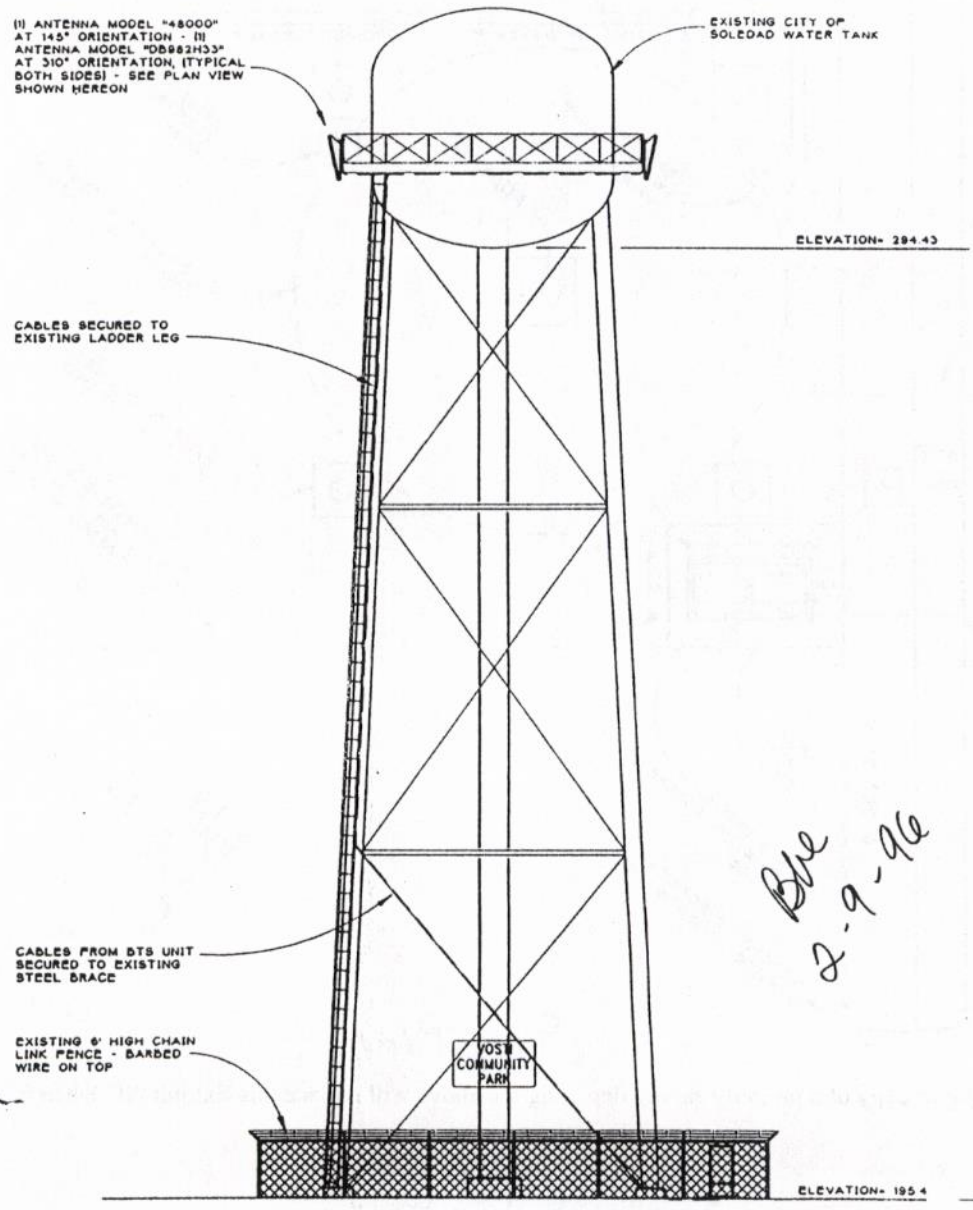
Site Plan

A final drawing or copy of a property survey depicting the above will replace this Exhibit "B" when initialed by Lessor.

Notes

1. This Exhibit may be replaced by a land survey or Site Plan of the Premises once it is received by Lessee.
2. Setback of the Premises from the Lessor's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.

EXHIBIT B
DESCRIPTION OF PREMISES



Blue
2-9-96

Park Street Tank Elevation
SCALE: 1" = 10'

EXHIBIT C

16697

RECORDED AT REQUEST OF

MAR 20 10 48 AM '96

OFFICE OF THE RECORDER
COUNTY OF MONTEREY
SALINAS, CALIFORNIA

RECORDING REQUESTED BY, AND
WHEN RECORDED, RETURN TO:

Pacific Bell Mobile Services
4410 Rosewood Drive., Bldg. 1, 4th Floor
Pleasanton, California 94588

Attention:

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") dated as of January 18, 1996, is between the City of Soledad, a municipal corporation ("Lessor"), and PACIFIC BELL MOBILE SERVICES, a California corporation ("Lessee").

RECITALS

WHEREAS, Lessor and Lessee have executed that certain Communications Site Lease Agreement ("Lease") dated as of January 18, 1996, covering certain premises ("Premises") situated on certain real property located in the City of Soledad, County of Monterey, State of California, and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Lessor and Lessee desire to record notice of the Lease in the Official Records of Monterey County, California;

NOW, THEREFORE, in consideration of the foregoing, Lessor and Lessee hereby declare as follows:

1. **Demise.** Lessor has leased the Premises to Lessee (together with access rights), and Lessee has hired the Premises from Lessor, subject to the terms, covenants and conditions contained in the Lease.
2. **Expiration Date.** The term of the Lease ("Term") is scheduled to commence on or before December 31, 1996 and shall expire (5) five years thereafter, subject to Lessee's option to extend the Term pursuant to Section 4 of the Lease for (5) five additional terms of (5) five years each.
3. **Lease Controlling.** This Memorandum is solely for the purpose of giving constructive notice of the Lease. In the event of conflict between the terms of the Lease and this Memorandum, the terms of the Lease shall control.

(Signature Page Follows)

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum of Lease as of the date and year first written above.

ATTEST WITNESS

[Signature]
Date: Feb 9, 1996

LESSOR City of Soledad

a municipal corporation
By: Belinda B. Espinosa
Print Name: Belinda B. Espinosa
Title: City Manager

Date: _____

ATTEST WITNESS

Date: _____

LESSEE Pacific Bell Mobile Services

a California corporation
By: E. Kevin Flaherty
Print Name: Kevin Flaherty
Title: Network Deployment Manager

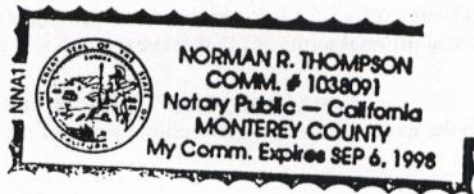
STATE OF CALIFORNIA
COUNTY OF MONTEREY

On 4 FEB 1996 before me, NORMAN R THOMPSON, personally appeared Belinda B. Espinosa, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Norman R Thompson

(Seal)



STATE OF CALIFORNIA
COUNTY OF SAN MATEO

On FEBRUARY 26, 1996 before me, JOCELYN T. VU, personally appeared F. KEVIN FLAHERTY, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Jocelyn Vu

(Seal)

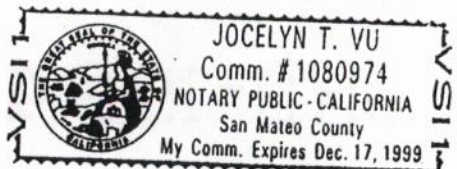


EXHIBIT A TO THE MEMORANDUM OF LEASE

LEGAL DESCRIPTION OF LESSOR'S PROPERTY

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

Legal description:

Parcel 1:

Certain real property in the Rancho San Vicente, County of Monterey, State of California, being a part of that certain 5.90 acre tract of land conveyed by Innocente Vosti to the City of Soledad by deed dated April 8, 1928 recorded in Volume 3 of Official Records, at page 422, records of Monterey County, California, and a part of that certain 29.55 acre tract of land conveyed by J. H. Menke to Innocente Vosti by deed dated May 24, 1911 recorded in Volume 119 of Deeds, at page 143, Records of Monterey County, California, said real property being particularly described as follows, to wit:

Beginning at a point in the northeasterly boundary of said 5.90 acre tract of land, said point being in the Southeasterly production of the Southwesterly line of Monterey Street of the City of Soledad and from which point the most Northerly corner of said 5.90 acre tract bears N. 51° 29' W., 133.95 feet distant; thence leave said northeasterly boundary and running S. 38° 31' W., 400.0 feet; thence S. 44° 13' W., 80.09 feet to the most northerly corner of that certain tract of land conveyed by Innocente Vosti to Shell Oil Company of California, by Quitclaim Deed dated September 19, 1928 in Volume 164 of Official Records at page 483, records of Monterey County, California; thence along the boundaries of the last mentioned tract with the following three courses and distances

- (1) S. 51° 29' E., 161.50 feet; thence
- (2) Along the arc of a circular curve to the left (the center of which bears N. 38° 31' E., 5579.61 feet distant) for a distance of 263.7 feet to the most easterly corner of said Shell Oil Company tract, thence
- (3) S. 30° 41' W., 100.42 feet to the most southerly corner of said Shell Oil Company tract in the northeasterly line of the right of way of the Southern Pacific Railroad; thence along said right of way line, following the arc of a circular curve to the left (the center of which bears N. 35° 46' 40" E., 5679.61 feet distant) for a distance of 75.44 feet; thence leave said right of way line and running N. 38° 31' E., 561.07 feet to a point in the southeasterly production of the southwesterly line of said Monterey Street; thence along said produced line N. 51° 29' W., 500.0 feet to the place of beginning. Courses all true.

EXHIBIT A TO THE MEMORANDUM OF LEASE

LEGAL DESCRIPTION OF LESSOR'S PROPERTY

Legal description -- page 2:

Parcel 2:

Being a part of Subdivision "A" of Lot 2 of Rancho San Vicente near Soledad in Monterey County, State of California, particularly described as follows:

Beginning at a point in the Northeasterly line of the right of way of the Southern Pacific Railroad (100 feet wide), said point being at the most southerly corner of that certain right of way described in deed conveying 5.9 acres of land, Innocente Vosti to the City of Soledad, by deed dated April 8, 1922, recorded in Volume 3, Official Records, page 422, Records of Monterey County; thence along said boundary of said right of way North 30° 41' East 100.7 feet; thence parallel to and 100 feet (measured at right angles) from said Northeasterly line of Railroad right of way South 51° 29' East 161.5 feet to a point, said point being the beginning of a curve to the left; thence on the arc of said curve a distance of 263.7 feet to a point on the southeasterly line of said 5.9 acre parcel, said point being 100 feet (measured at right angles) from said Northeasterly line of Railroad right of way; thence South 30° 41' West 100.42 feet to a point on the Northeasterly line of said Railroad right of way; thence along the said Northeasterly line of Railroad right of way, in a Northwesterly direction on the arc of a curve to the right a distance of 271.5 feet to a point, said point being the beginning of the curve of said Railroad right of way; thence North 51° 29' West 147.8 feet to the point of beginning.

Excepting therefrom that portion of said part of Subdivision "A" of Lot 2 of Rancho San Vicente near Soledad in Monterey County, State of California, particularly described as follows:

Beginning at a point in the Northeasterly line of the right of way of the Southern Pacific Railroad (100 feet wide) said point being the most Southerly corner of that right of way described in deed conveying 5.9 acres of land, Innocente Vosti to the City of Soledad, by deed dated April 8, 1922, recorded in Volume 3, Official Records, page 422, Records of Monterey County; thence parallel along said boundary of said right of way North 30° 41' East 100.7 feet; thence parallel to and 100 feet (measured at right angles) from said Northeasterly line of Railroad right of way South 51° 29' East 153.70 feet to a point; thence South 38° 31' West 100 feet in a direction at right angles to said Railroad right of way to a point, said point being in the Northeasterly line of said Railroad right of way; thence North 51° 29' West 140 feet along said Railroad right of way to the point of beginning.

EXHIBIT A TO THE MEMORANDUM OF LEASE

LEGAL DESCRIPTION OF LESSOR'S PROPERTY

Parcel 3:

Being a part of Subdivision "A" of Lot 2 of Rancho San Vicente, beginning at a point in the Northeasterly line of the right of way of the Southern Pacific Railroad (100 feet wide), said point being the most southerly corner of that right of way described in deed conveying 5.9 acres of land, Innocente Vosti to the City of Soledad, by deed dated April 8, 1922, recorded in Volume 3, Official Records at Page 422, Records of Monterey County; thence parallel along said boundary of said Right of Way N. 30° 41' E., 100.7 feet; thence parallel to and 100 feet (measured at right angles) from said northeasterly line of Railroad Right of Way S., 51° 29' E., 153.70 feet; thence S. 38° 31' W., 100 feet in a direction at right angles to said Railroad right of way to a point, said point being in the northeasterly line of said Railroad Right of Way; thence N. 51° 29' W., 140 feet along said Railroad Right of Way to the point of beginning.

APN: 22-042-19