

ITEM 5.5

CITY MANAGER'S REPORT JULY 11, 2022 CITY COUNCIL REGULAR MEETING

ITEM: **DISCUSS AND APPROVE AN OPTION AND LAND LEASE AGREEMENT FOR THE CONSTRUCTION OF A NEW WIRELESS COMMUNICATIONS TOWER**

RECOMMENDATION: **Discuss and Adopt Resolution Approving an Option and Land Lease Agreement for the Construction of a New Wireless Communications Tower**

SUMMARY:

This item requests City Council consideration to approve an Option and Land Lease Agreement ("Agreement") for a wireless communications facilities site lease with New Cingular Wireless PCS, LLC dba AT&T ("AT&T"), for the development and construction of a wireless communication tower ("Tower") on City-owned property near Christopher Way, and non-exclusive use of the Tower and ground space by AT&T.

The proposed Tower will have the ability to host additional national cellular communication providers and related public agencies in addition to AT&T, and will be able to increase and improve wireless and cellular mobile communications capacities, not only for businesses and residents within the area but also for essential emergency response, community safety, commerce, recreation, and tourists/commuters/travelers that rely on consistent and reliable wireless communication all along the Interstate 5 corridor.

Staff recommends City Council consider a resolution to approve the Option and Tower Lease Agreement with AT&T.

BACKGROUND:

The City and AT&T have negotiated terms for a proposed Agreement for AT&T to develop a communications Tower on City-owned property near Christopher Way, in Lathrop. It is favorable to the City to require the Tower to be built on City-owned property so that the City may control use of the structure. Once the Tower is constructed, the City will be able to enter into lease agreements with other wireless communications providers to provide more efficient wireless communications services to the Lathrop community.

The submitted plans for the Tower include construction of an eighty-six (86) foot Tower (a "Monopole") with a proposed twenty (20) foot non-exclusive lessee access and utility easement, and the Tower will be structurally engineered to accommodate three (3) wireless providers. Once construction is complete, the Tower would be dedicated to the City.

Reliable and robust wireless networks are of increasing importance with the growth and use of cellular phones and data driven devices. Wireless telecommunication devices such as mobile phones, smartphones, and tablets have become an important tool for business, commerce, and public safety. AT&T use of the Tower will also be

Discuss and Adopt Resolution Approving an Option and Land Lease Agreement for the Construction of a New Wireless Communications Tower

for hosting the FirstNet Network, a First Responder Network Authority organization established by Congress after the September 11, 2001 tragedy. FirstNet is contracted with AT&T to deliver the first nationwide public safety broadband network across the country (the "Network"). This Network prioritizes the wireless broadband connection of vital communication to first responders quickly and efficiently, allowing the public safety community to continue to protect our families and save lives.

The proposed project will have no adverse effect on abutting property and surrounding industrial development and the lease area is adequate in size to accommodate the proposed project while limited enough to allow the City to make other use of the remaining parcel.

No land use Planning entitlement is required for the proposed cell tower pursuant to Section 17.97.130 of the Lathrop Municipal Code. This provision exempts all wireless communications facility from a land use entitlement (Conditional Use Permit or Site Plan Review) if the facility is proposed on City owned property pursuant to a lease agreement.

REASON FOR RECOMMENDATION:

Wireless telecommunication devices such as mobile phones, smartphones, and tablets have become an important tool for business, commerce, and public safety.

The proposed Tower would support the FirstNet public safety dedicated, nationwide broadband Network allowing priority communication to reach first responders quickly and allow additional communications providers to bring more efficient, non-emergency wireless communication capabilities to the Lathrop Community.

FISCAL IMPACT:

The proposed Agreement for the construction and operation of a new communication Tower would provide the City with a mechanism to collect funds to maintain the Tower and the Site (the "Lease Payments"). The portion of the Lease Payments retained by the City is adequate for maintenance, and income in excess of the costs of maintenance will be available to the City for general use.

ATTACHMENTS:

- A. A Resolution Approving an Option and Land Lease Agreement with New Cingular Wireless PCS, LLC dba AT&T for the Construction and Operation of a Communications Tower on City of Lathrop Property
- B. Option and Land Lease Agreement
- C. Primer on the FirstNet Authority's Congressional Mandate to Deploy a Nationwide Public Safety Broadband Network

CITY MANAGER'S REPORT
JULY 11, 2022 CITY COUNCIL REGULAR MEETING
Discuss and Adopt Resolution Approving an Option and Land Lease Agreement for the Construction of a New Wireless Communications Tower

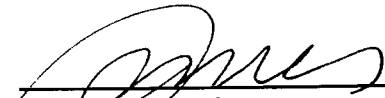
APPROVALS:



Ken Reed
Senior Construction Manager

7-6-22

Date


Tony Fernandes
Director of Information Systems

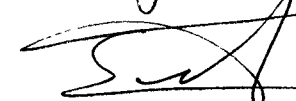
7-6-2022

Date


Cari James
Director of Finance

7/6/22

Date


Salvador Navarrete
City Attorney

7-5-2022

Date


Michael King
Assistant City Manager

7-6-2022

Date


Stephen J. Salvatore
City Manager

7.7.22

Date

RESOLUTION NO. 22-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
APPROVING AN OPTION AND LAND LEASE AGREEMENT WITH NEW
CINGULAR WIRELESS PCS, LLC DBA AT&T FOR THE CONSTRUCTION AND
OPERATION OF A COMMUNICATIONS TOWER ON CITY OF LATHROP
PROPERTY**

WHEREAS, New Cingular Wireless PCS, LLC dba AT&T ("AT&T") has proposed to build a new communications tower ("Tower") in the City of Lathrop; and

WHEREAS, the City desires to allow AT&T to build a new communications tower to bring more efficient wireless communication capabilities and broadband network support to first responders in the Lathrop community; and

WHEREAS, the City and AT&T have negotiated an Option and Land Lease Agreement for the construction and operation and maintenance of said Tower; and

WHEREAS, once the Tower is complete and accepted by the City, the City may enter into lease agreements with other wireless communications providers who may then provide more efficient wireless communication services to the Lathrop community; and

WHEREAS, a land use Planning entitlement is not required for the proposed Tower per Section 17.97.130 of the Lathrop Municipal Code, which exempts all wireless communications facilities from land use entitlements (Conditional Use Permit or Site Plan Review) if the facility is proposed on City owned property pursuant to a lease agreement; and

WHEREAS, the portion of the lease payments retained by the City is anticipated to be adequate for maintenance, and income in excess of the costs of maintenance will be available to the City for general use.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve the proposed Option and Land Lease Agreement with New Cingular Wireless PCS, LLC dba AT&T.

The foregoing resolution was passed and adopted this 11th day of July, 2022, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

SONNY DHALIWAL, MAYOR

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

Market: Northern California
Cell Site Number: CVL01950
Cell Site Name: D'Arcy Parkway
Search Ring Name: CVL01950_SR
Fixed Asset Number: 14737968

OPTION AND LAND LEASE AGREEMENT

THIS OPTION AND LAND LEASE AGREEMENT (“**Agreement**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is entered into by the City of Lathrop, a California Municipal Corporation, having a mailing address of 390 Towne Center Drive, Lathrop, CA 95330 (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (“**Tenant**”).

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at Christopher Way, in the City of Lathrop, in the County of San Joaquin, State of California [APN 198-130-59] (collectively, the “**Property**”). Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LEASE.

(a) Landlord grants to Tenant a non-exclusive option (the “**Option**”) to lease a certain portion of the Property containing approximately 900 square feet including the air space above such ground space, as described on attached **Exhibit 1**, (the “**Premises**”), for the placement of a Communication Facility in accordance with the terms of this Agreement.

(b) During the Option Term, and during the Term, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the “**Tests**”), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant’s sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the “**Government Approvals**”), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant’s sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord’s title to the Property and the feasibility or suitability of the Property for Tenant’s Permitted Use, all at Tenant’s expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant’s inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and loss by casualty or other causes beyond Tenant’s control excepted.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of One Thousand and No/100 Dollars (\$1,000.00) within thirty (30) business days after the Effective Date. The Option may be exercised during an initial term of one (1) year commencing on the Effective Date (the “**Initial Option Term**”) which term may be renewed by Tenant for an additional one (1) year (the “**Renewal Option Term**”) upon written notification to Landlord and the payment of an additional One Thousand and No/100 Dollars (\$1,000.00) no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the “**Option Term.**”

(d) The Option may be sold, assigned or transferred at any time by Tenant without the written consent of Landlord. Upon notification to Landlord of such sale, assignment or transfer, Tenant shall

immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(e) During the Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option, then Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, then this Agreement will terminate, and the parties will have no further liability to each other.

(f) If during the Option Term, or during the Term if the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, the Property or any of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**"), or in the event of a threatened foreclosure on any of the foregoing, Landlord shall immediately notify Tenant in writing. Landlord agrees that during the Option Term, or during the Term if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises, the Property or the Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Tenant from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.

2. PERMITTED USE.

(a) Tenant may use the designated portions of the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure ("**Structure**"), associated antennas, I beams, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**" or "**Communication Facilities**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at Tenant's sole cost but with no additional fee charged by Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use but Tenant shall not interfere with the City's use or the use by other Tenants of the City of the portions of the Communication Facility not exclusively reserved for Tenant herein. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of the Landlord's Surrounding Property as described in **Exhibit 1** as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use, including the right to construct a fence around the Premises, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant's safety procedures or applicable law, and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant has the right to install, modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the Term of this Agreement so long as that does not interfere with the City's use of the Premises and does not interfere with the use of the Premises by any other Tenant of the Premises pursuant to separate lease with the Landlord. Tenant will be allowed to make such alterations to the Property in order to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Landlord shall comply with all Federal and State laws and agrees to negotiate a reasonable

amended compensation structure to this Agreement in a timely manner, and will not unreasonably withhold approval.

(b) Tenant shall construct an eighty-six foot (86') monopole pursuant to **Exhibit 1** ("Tower") on the Property and upon completion, Tenant will transfer ownership of the Tower to Landlord with an invoice of the actual costs of such construction ("Invoice Amount," as further defined below). The transfer will occur upon completion of all of the following: 1.) Tenant's notice to Landlord confirming that it has completed the construction of the Tower pursuant to approved City specifications and invoice detailing actual costs incurred by Tenant and sought as a credit toward Rent, 2.) Tenant providing written lien releases confirming that all lien holders and subcontractors have been paid in full by Tenant, 3.) Tenant providing one year maintenance bond, and 3.) Landlord's inspection of facilities and acceptance of facilities by City Council for the City of Lathrop. In exchange for Tenant's construction of the Tower and transfer of ownership of the Tower to Landlord, the Rent (as hereinafter defined) will abate during the Term as set forth below in Section 4 and shall cover the full amount of the Invoice Amount.

3. **TERM.**

(a) The initial lease term will be five (5) years (the "**Initial Term**"), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "**Term Commencement Date**"). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for five (5) additional five (5) year term(s) (each additional five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions set forth herein unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party hereto by giving to the other party hereto written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rent during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the "**Term**."

4. **RENT.**

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance, Two Thousand Two Hundred Fifty-Five and No/100 Dollars (\$2,255.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, the Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within ninety (90) days after the Rent Commencement Date. Every 12 months, Rent will increase by two and a half percent (2.5%) over the Rent paid during the previous year.

(b) Each year of each Extension Term, the monthly Rent will increase by two and a half percent (2.5%) over the Rent paid during the previous year.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

(d) Landlord shall allow Tenant to install its antennas and ancillary equipment on the Tower throughout the Term, including Renewal Terms, of this Lease in accordance with Section 2 of this Agreement. Landlord shall be responsible for the maintenance and repair of the Tower, except for damage caused by Tenant. Tenant shall have no obligation to construct the Tower until Tenant has received zoning approval to install its antennas on the Tower. In consideration for conveyance of the Tower to Landlord, Tenant shall be entitled to rent abatement in an amount equal to one hundred percent (100%) of Tenant's total cost to design and construct the Tower. Such cost shall include: the design of the Tower; the Tower itself and the Tower foundation; the installation of the Tower on the Premises; soils work; and a Five Thousand and No/100 Dollar (\$5,000.00) construction management fee (collectively "Design and Construction Costs") and seventy-five percent (75%) of Tenant's cost to install shared utilities, the aggregate of which shall not exceed the sum of One Hundred Sixty Thousand and No/100 Dollars (\$160,000.00), collectively the "Invoice Amount".

(e) All of Tenant's construction and installation work at the Premises shall be performed at the Tenant's sole cost and expense and in a good and workmanlike manner. Tenant shall not be required to make any repairs to the Premises except for the damages to the Premises directly caused by Tenant, its employees, agents, contractors or subcontractors. Upon the expiration, cancellation or termination of this Agreement, Tenant shall surrender the Premises in accordance with the removal provisions set forth in Section 13 of this Agreement.

(f) In the event this Agreement is terminated prior to full payment of the Invoice Amount, the remaining balance of the Invoice Amount shall immediately become due and owing from the Landlord to the Tenant, and Landlord shall pay such remaining balance to Tenant within forty-five (45) days after such termination.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 5 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-

current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 18 Condemnation or Section 19 Casualty.

7. **INSURANCE.** During the Option Term and throughout the Term, Tenant will purchase and maintain in full force and effect such general liability policy as Tenant may deem necessary. Said policy of general liability insurance will at a minimum provide a combined single limit of One Million and No/100 Dollars (\$1,000,000.00). Notwithstanding the foregoing, Tenant shall have the right to self-insure such general liability coverage.

8. **INTERFERENCE.**

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency users on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. **INDEMNIFICATION.**

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees, invitees, agents or independent contractors, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully

cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Each of Tenant and Landlord (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnification provisions contained in this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole

determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, then Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term. If Tenant elects to utilize an Unmanned Aircraft System ("**UAS**") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at a Property, Landlord hereby grants Tenant, or any UAS operator acting on Tenant's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, Fifty and No/100 Dollars (\$50) per day in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

13. REMOVAL/RESTORATION. All communications equipment except for those items dedicated by Tenant to Landlord pursuant to Section 2 above brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Tenant covenants and agrees that the Communication Facility constructed, erected or placed on the Premises by Tenant and included in invoice to City pursuant to Section 2 above will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Tenant that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Landlord and may not be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal of personal equipment. Any personal property that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned by Tenant and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation. The parties agree that the removal obligations set forth in this Section 13 shall not apply to the Tower as ownership will have transferred to Landlord in accordance with the terms of this Agreement.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, the Tower, and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit. Landlord shall maintain the Tower's structural integrity at all times (which shall mean that at no time will Landlord allow the Tower's condition to become,

or remain, overstressed under the applicable structural standards set forth in the then-current version of the ANSI TIA-222). Landlord shall at all times during the Term of this Agreement reserve and have ready for Tenant's immediate use sufficient structural loading capacity on the Tower to support Tenant's installation of up to thirty-five thousand square inches (35,000 sq. in.) of Wind Load Surface Area, in the aggregate, of Communication Facilities anywhere on the Tower (the "**Allowed Wind Load Surface Area**"). "**Wind Load Surface Area**" means the Flat Plate Equivalent Area, as defined in ANSI TIA standards, of any appurtenance (excluding all mounts, platforms, cables and other non-operating equipment) at ninety degrees (90°) perpendicular to wind direction, possessing the characteristics of flat material, with associated drag factors. Landlord shall be responsible for the costs of all structural modifications to the Tower, including the costs of related Government Approvals or other approvals, to support the Allowed Wind Load Surface Area. In the event that Tenant has used the Allowed Wind Load Surface Area and an installation of Communication Facilities will require structural modifications to comply with the structural standards, Tenant will pay Landlord for the portion of the structural modifications that is necessary to support Tenant's loading in excess of the Allowed Wind Load Surface Area. In no event shall Tenant be responsible for Tower modification costs to support the installations of other tenants or for the Tower to comply with applicable law so long as Tenant's installation is within the Allowed Wind Load Surface Area.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to sub-meter from Landlord. When sub-metering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Tenant shall reimburse Landlord for such utility usage at the same rate charged to Landlord by the utility service provider. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within sixty (60) days of receipt of the usage data and required forms. Landlord shall maintain accurate and detailed records of all utility expenses, invoices and payments applicable to Tenant's reimbursement obligations hereunder. Within fifteen (15) days after a request from Tenant, Landlord shall provide copies of such utility billing records to the Tenant in the form of copies of invoices, contracts and cancelled checks. If the utility billing records reflect an overpayment by Tenant, Tenant shall have the right to deduct the amount of such overpayment from any monies due to Landlord from Tenant.

(c) As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(d) Tenant will have the right to install utilities, at Tenant's expense, and to improve present utilities on the Property and the Premises. Landlord hereby grants to any service company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from

Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, then Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:

If to Tenant: New Cingular Wireless PCS, LLC
Attn: Tower Asset Group - Lease Administration
Re: Cell Site #: CVL01950; Cell Site Name: D'Arcy Parkway (CA)
Fixed Asset #: 14737968
1025 Lenox Park Blvd NE
3rd Floor
Atlanta, Georgia 30319

With a copy to: New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: CVL01950; Cell Site Name: D'Arcy Parkway (CA)
Fixed Asset #: 14737968
208 S. Akard Street
Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section 19, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES.

(a) Landlord shall be responsible for (i) all taxes and assessments levied upon the lands, improvements and other property of Landlord including any such taxes that may be calculated by a taxing authority using any method, including the income method, (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with this Agreement, and (iii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with a sale of the Property or assignment of Rent payments by Landlord. Tenant shall be responsible for (y) any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21 and (z) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an

assignment of this Agreement or sublease by Tenant. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant in a timely manner and Tenant's rights with respect to such taxes are prejudiced by the delay, Landlord shall reimburse Tenant for any increased costs directly resulting from the delay and Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17. In the event that Tenant's tax address changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY.

(a) Landlord may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Landlord's full interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Tenant or any subtenant, any obligation of Landlord under this Agreement, including Landlord's obligation to cooperate with Tenant as provided hereunder.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or the

Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this Section 22(b) to Tenant. Until Tenant receives all such documents, Tenant's failure to make payments under this Agreement shall not be an event of default and Tenant reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed Tenant Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or the Surrounding Property for the installation, operation or maintenance of other wireless communication facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant and confirmed by Landlord or any other tenant of Landlord. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant and in excess of industry accepted level of interference, Landlord shall require that prospective tenants or buyers of the Tower, Property or the Surrounding Property modify their proposed installation, operation or maintenance of any other wireless communication facility or equipment to reduce reasonably expected level of interference to a level equal to or below industry accepted level of interference.

(d) The provisions of this Section 22 shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. RIGHT OF FIRST REFUSAL. Notwithstanding the provisions contained in Section 22, if at any time after the Effective Date, Landlord receives and considers proposing for City Council acceptance a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with this Agreement or an offer to purchase an easement with respect to the Premises ("**Offer**"), Landlord shall immediately furnish Tenant with a copy of the Offer. Tenant shall have the right within ninety (90) days after it receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the Offer. Such writing shall be in the form of a contract substantially similar to the Offer but Tenant may assign its rights to a third party. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may sell, convey, assign or transfer such property interest in or related to the Premises pursuant to the Offer, subject to the terms of this Agreement. If Landlord attempts to sell, convey, assign or transfer such property interest in or related to the Premises without complying with this Section 23, the sale, conveyance, assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section 23. Tenant's failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Section 23 with respect to any future proposed conveyances as described herein.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum of Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as **Exhibit 24(b)**. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9/FTB 590.** As a condition precedent to payment, Landlord agrees to provide Tenant with both a completed IRS Form W-9 and CA FTB Form 590, or their respective equivalents, upon

execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address. A copy of the IRS Form 1-9 and CA FTB Form 590 in their current forms are attached hereto as **Exhibit 24(k)**.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(o) **No Additional Fees/Incidental Fees.** Unless otherwise specified in this Agreement, all rights and obligations set forth in the Agreement shall be provided by Landlord and/or Tenant, as the case may be, at no additional cost. No unilateral fees or additional costs or expenses are to be applied by either party to the other party, for any task or service including, but not limited to, review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(p) **Further Acts.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Tenant may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and permitted use contemplated by this Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

“LANDLORD”

City of Lathrop
A California Municipal Corporation

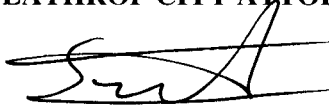
By: _____

Name: Stephen J. Salvatore

Its: City Manager

Date: _____

**APPROVED AS TO FORM BY THE CITY
OF LATHROP CITY ATTORNEY:**

By:  _____

Name: Salvador Navarrete

Its: City Attorney

Date: 6.29.2022

“TENANT”

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

By: AT&T Mobility Corporation

Its: Manager

By: _____

Print Name: Courtney Perillo

Its: _____

Date: _____

[ACKNOWLEDGMENTS APPEAR ON NEXT TWO PAGES]

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page of

to the Option and Land Lease Agreement dated , 20 , by and between the City of Lathrop, a California municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

REAL PROPERTY, SITUATE IN THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL 2 AS SAID PARCEL IS SHOWN AND SO DESIGNATED ON THE PARCEL MAP RECORDED FEBRUARY 20, 1990, IN BOOK 16 OF PARCEL MAPS, AT PAGE 184, IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, SAID PORTION BEING DESIGNATED PARCEL "A" AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID PARCEL 2 (16 PM 184);

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 2, SOUTH 26° 27' 30" EAST 392.07 FEET;

THENCE, LEAVING SAID SOUTHWESTERLY LINE, NORTH 57° 33' 59" EAST 1,194.97 FEET TO THE NORTHEASTERLY LINE OF SAID PARCEL 2;

THENCE, ALONG SAID NORTHEASTERLY LINE, NORTH 26° 27' 30" WEST 267.67 FEET TO THE MOST NORTHERLY CORNER THEREOF;

THENCE, LEAVING SAID NORTHEASTERLY LINE, ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 2, SOUTH 63° 32' 30" WEST 1,188.48 FEET TO THE POINT OF BEGINNING.

APN: 198-130-59

The Premises are described and/or depicted as follows:

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the Effective Date, is free of hazardous substances except as follows:

- 1. None*

EXHIBIT 12
STANDARD ACCESS LETTER
[FOLLOWS ON NEXT PAGE]

{ This Letter Goes On Landlord's Letterhead }

[Insert Date]

Building Staff / Security Staff
[Landlord, Lessee, Licensee]
[Street Address]
[City, State, Zip]

Re: Authorized Access granted to []

Dear Building and Security Staff,

Please be advised that we have signed a lease with [] permitting [] to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant [] and its representatives, employees, agents and subcontractors (“representatives”) 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, [] representatives may be seeking access to the property outside of normal business hours. [] representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

Landlord Signature

EXHIBIT 24(b)

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

**Recording Requested By
& When Recorded Return To:**

New Cingular Wireless PCS, LLC
Attn: Tower Asset Group - Lease Administration
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319

APN: 198-130-59

(Space Above This Line For Recorder's Use Only)

Cell Site No.: CVL01950
Search Ring Name: CVL01950_SR
Cell Site Name: D'Arcy Parkway
Fixed Asset No.: 14737968
State: California
County: San Joaquin

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this day of , 20 , by and between the City of Lathrop, a California municipal corporation, having its principal office/residing at 390 Towne Center Drive, Lathrop, CA 95330 (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

1. Landlord and Tenant entered into a certain unrecorded Option and Land Lease Agreement ("**Agreement**") on the day of , 20 , for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option, with five (5) successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. The Agreement gives Tenant a right of first refusal in the event Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Premises.
5. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

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

LANDLORD:

The City of Lathrop, a
California municipal corporation

By: _____

Name: Stephen J. Salvatore

Its: City Manager

Date: _____

TENANT:

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

By: AT&T Mobility Corporation

Its: Manager

By: _____

Print Name: Michael Guibord

Its: _____

Date: _____

**APPROVED AS TO FORM BY THE
CITY OF LATHROP CITY ATTORNEY:**

By: _____

Name: Salvador Navarrete

Its: City Attorney

Date: _____

LANDLORD ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____,
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed 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.

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

WITNESS my hand and official seal.

Signature _____

(Seal)

TENANT ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____,
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed 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.

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

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT 1 TO MEMORANDUM OF LEASE
DESCRIPTION OF PROPERTY AND PREMISES

Page of

to the Memorandum of Lease dated _____, 20____, by and between the City of Lathrop, a California municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

REAL PROPERTY, SITUATE IN THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL 2 AS SAID PARCEL IS SHOWN AND SO DESIGNATED ON THE PARCEL MAP RECORDED FEBRUARY 20, 1990, IN BOOK 16 OF PARCEL MAPS, AT PAGE 184, IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, SAID PORTION BEING DESIGNATED PARCEL "A" AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID PARCEL 2 (16 PM 184);

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 2, SOUTH 26° 27' 30" EAST 392.07 FEET;

THENCE, LEAVING SAID SOUTHWESTERLY LINE, NORTH 57° 33' 59" EAST 1,194.97 FEET TO THE NORTHEASTERLY LINE OF SAID PARCEL 2;

THENCE, ALONG SAID NORTHEASTERLY LINE, NORTH 26° 27' 30" WEST 267.67 FEET TO THE MOST NORTHERLY CORNER THEREOF;

THENCE, LEAVING SAID NORTHEASTERLY LINE, ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 2, SOUTH 63° 32' 30" WEST 1,188.48 FEET TO THE POINT OF BEGINNING.

APN: 198-130-59

The Premises are described and/or depicted as follows:

EXHIBIT 24(k)

IRS FORM W-9 & CA FTB FORM 590

Page 1 of 3

[IRS FORM W-9 (REVISED OCTOBER 2018) & 2019 CA FTB FORM 590
APPEAR ON FOLLOWING TWO (2) PAGES]

2020 Withholding Exemption Certificate

590

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

Withholding Agent Information

Name _____

Payee Information

Name _____

SSN or TIN FEIN CA Corp no CA SOS file no

Address (apt./sta., room, PO box, or PMB no.) _____

City (If you have a foreign address, see instructions.) _____

State _____ ZIP code _____

Exemption Reason

Check only one box.

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

Individuals — Certification of Residency:

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

Corporations:

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

Partnerships or Limited Liability Companies (LLCs):

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

Tax-Exempt Entities:

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

California Trusts:

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

Estates — Certification of Residency of Deceased Person:

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

Nonmilitary Spouse of a Military Servicemember:

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below

To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to ftb.ca.gov/forms and search for 1131. To request this notice by mail, call 800.852.5711.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title _____

Telephone _____

Payee's signature ► _____

Date _____

PRIMER ON THE FIRSTNET AUTHORITY'S CONGRESSIONAL MANDATE TO DEPLOY A NATIONWIDE PUBLIC SAFETY BROADBAND NETWORK

- *Top 10 Frequently Asked Questions*
(https://firstnet.gov/sites/default/files/TopTenFAQs_190906.pdf)
- *FirstNet: The Future of Public Safety Communications*
(https://firstnet.gov/sites/default/files/Branding_the_Future_of_Public_Safety_Communications_0.pdf)
- The First Responder Network Authority (FirstNet Authority) was charged by the U.S. Congress to ensure the development, building, and maintenance of a nationwide mobile broadband network dedicated to meeting the needs of the public safety community. Over the past several years, the FirstNet Authority has made great strides toward fulfilling this purpose, including the establishment of a public-private partnership with AT&T, Inc. (AT&T) to deploy the nationwide public safety broadband network across the country and adoption of FirstNet service by hundreds of thousands of public safety professionals. As FirstNet matures and public safety reaps the benefits of a network dedicated to providing them with needed capabilities and features, the FirstNet Authority is focusing on the next stages of fulfilling its mission. The FirstNet Authority is committed to a vision where a dedicated and differentiated broadband communications experience transforms public safety operations to save lives and protect communities. This vision encapsulates the entirety of the “FirstNet Experience” from AT&T’s deployment of the FirstNet network to the FirstNet Authority’s value-adding activities and investments, which make FirstNet different from any other public safety communications experience. Over time, the FirstNet Authority’s work will help enable public safety to communicate in new and ever more useful ways to help transform public safety operations. (*First Responder Network Authority Roadmap*, at 3, https://firstnet.gov/system/tdf/FirstNet_Roadmap.pdf?file=1&type=node&id=1055&force=0).
- *As with many bold public policy initiatives, the creation of FirstNet ensued from disaster and tragedy. Although the idea that all first responders across the United States should share one nationwide network existed prior to September 11, 2001, the events of that terrible day inspired collaborative action from public safety and Congress. As Congress directed, FirstNet is working toward the deployment of a single, interoperable platform for public safety communications that will bring dedicated priority wireless broadband services to millions of public safety personnel at the local, state, tribal, and Federal levels. . . . Authorized by Congress in 2012, FirstNet will fulfill a fundamental need of the public safety community and is the last remaining recommendation to be addressed of the 9/11 Commission. FirstNet’s mission is to ensure the deployment, and operation of a nationwide public safety broadband network (network) for public safety entities. Leveraging Long Term Evolution (LTE)5 technology standards, up to \$7 billion in funding from spectrum auctions, and a nationwide license of 20 MHz of radio frequency spectrum, the FirstNet network is intended to dramatically increase the safety and capabilities of all of those who serve in a public safety capacity, and thereby further protect the American people. Public safety, and thus the American people, will benefit from the availability of a dedicated wireless broadband network prioritized for first responders, the economies of scale afforded by a*

PRIMER ON THE FIRSTNET AUTHORITY'S CONGRESSIONAL MANDATE TO DEPLOY A NATIONWIDE PUBLIC SAFETY BROADBAND NETWORK

national, commercial standards-based network, and the force of innovation in applications which to date has only been enjoyed by consumers. (2014 Annual Report to Congress, at 1, [https://firstnet.gov/system/tdf/FirstNet Annual Report to Congress-FY 2014.pdf?file=1&type=node&id=644&force=0](https://firstnet.gov/system/tdf/FirstNet%20Annual%20Report%20to%20Congress-FY%202014.pdf?file=1&type=node&id=644&force=0))

- During the events of September 11, 2001 (9/11), first responders could not communicate with each other. Some radios did not work in the high-rise World Trade Center; radio channels were overloaded by the large number of responders trying to communicate; and public safety radio systems operated on various frequencies and were not interoperable. There were also non-technical issues. Officials struggled to coordinate the multi-agency response, and to maintain command and control of the numerous agencies and responders.

The 9/11 Commission called for the “expedited and increased assignment of radio spectrum for public safety purposes.” Increased spectrum would allow public safety agencies to accommodate an increasing number of users; support interoperability solutions (e.g., shared channels); and leverage new technologies (e.g., live video streams) to enhance response.

In 2012, Congress acted on the recommendation of the 9/11 Commission. In Title VI of the Middle Class Tax Relief and Job Creation Act of 2012 (P.L. 112-96), Congress authorized the Federal Communications Commission (FCC) to allocate additional spectrum for public safety use; established the First Responder Network Authority (FirstNet) and authorized it to enter into a public-private partnership to build a nationwide public safety broadband network; and, provided \$7 billion out of revenues from spectrum auctions to build the network....

FirstNet has made progress in implementing the provisions in the act. In March 2017, FirstNet awarded a 25-year, \$6.5 billion contract to AT&T to build and maintain the nationwide network for public safety. FirstNet provided AT&T with 20 megahertz (MHz) of broadband spectrum, which AT&T can monetize for public safety and non-public safety use. AT&T is providing FirstNet access to its infrastructure, valued at \$180 billion, and \$40 billion to maintain and improve the network.

In September 2017, FirstNet/AT&T presented states with plans detailing how the network would be deployed in each state. Governors could opt to have AT&T deploy the network (i.e., opt in), or have the state assume responsibility for the deployment (i.e., opt out). By January 2018, all 50 states and 6 territories opted in. This was viewed as a victory for FirstNet, AT&T, and public safety stakeholders who had long advocated for a nationwide network for public safety. (Congressional Research Service, *The First Responder Network (FirstNet) and Next-Generation Communications for Public Safety: Issues for Congress*, April 27, 2018, <https://crsreports.congress.gov/product/pdf/R/R45179>)

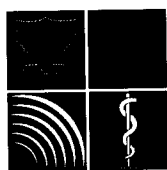


FirstNet: The Future of Public Safety Communications

FirstNet is a reliable, secure broadband communications platform dedicated to public safety. It is a force-multiplier for first responders, giving them the modern communication tools they need to save lives and keep communities — and themselves — safe.

FirstNet is unlike any other network, because it is the only network dedicated to the public safety community. FirstNet is also the only network overseen by the First Responder Network Authority, the independent agency established by Congress to deliver public safety's nationwide broadband network.

Look for this logo to keep up with the First Responder Network Authority's programs, activities and public safety outreach



**First Responder
Network Authority®**

- This logo represents the First Responder Network Authority organization
- Congress established the First Responder Network Authority to deliver the first nationwide public safety broadband network
- The First Responder Network Authority oversees the Network contract with AT&T, consults with the public safety community to ensure its voice and needs are heard, and drives public safety innovation for the Network
- Learn more about the First Responder Network Authority at FirstNet.gov

Look for this logo when you want to learn more about the FirstNet Network or purchase FirstNet services



- This logo represents the FirstNet network and services, built with AT&T
- FirstNet is a nationwide network created for public safety, with public safety
- Key public safety features include a dedicated connection with priority and preemption over a secure, reliable network
- See this logo on FirstNet services, devices and products
- Learn more about the FirstNet product and services at FirstNet.com