

**TEMPORARY SITE AGREEMENT (for Temporary Cell Tower)**

This Site Agreement (for Temporary Cell Tower) (this "Agreement") is entered into as of the date that both Landlord and Tenant (both as defined below) have executed this Agreement (the "Effective Date") by Sprint Spectrum L.P., a Delaware limited partnership ("Tenant"), and City of Rocklin, a municipal corporation of the State of California, whose address is 3970 Rocklin Road Rocklin, CA 95677 ("Landlord"). Landlord acknowledges receiving One Dollar (\$1.00) and other sufficient consideration for entering into this Agreement.

**1. Premises and Use.** Landlord owns the real property described on **Exhibit A** attached ("Landlord's Property"). Landlord leases to Tenant for its exclusive use of a portion of Landlord's Property and measuring approximately 18 feet by 25 feet, for a total of four-hundred fifty (450) square feet of real property, together with all necessary non-exclusive routes for vehicular and pedestrian access and for access to the appropriate sources of electric, telephone, fiber optic and other utilities, in the discretion of Tenant, as may generally be described in the location(s) shown on **Exhibit B** attached (the "Premises"). The Premises may be used by Tenant for any lawful purpose in connection with the installing, removing, upgrading, replacing, modifying, maintaining and operating, at its expense, a temporary communications facility including, without limitation utility lines, transmission lines, electronic equipment, radio transmitting and receiving antennas, supporting equipment and structures (the "Facilities"). All of the Facilities will remain Tenant's personal property and are not fixtures. Any visual or textual representation of the Premises on **Exhibit B** is illustrative only and does not limit the rights of Tenant as provided for in this Agreement. Tenant will use the Premises in a manner which will not unreasonably disturb the occupancy of Landlord's other tenants and shall, at Tenant's expense, keep and maintain the Facilities on the Premises in commercially reasonable condition during the term of this Agreement. Whitney Park must remain open throughout construction of the Facilities. The work schedule must be coordinated with and approved by the City Manager or designee. Tenant shall provide any temporary construction fencing, storm water pollution prevention (SWPPP) measure (best management practices) as determined appropriate by the City Manager or designee. Tenant is responsible for repair to any existing improvements damaged during construction of the Facilities to the extent such damage was caused by Tenant. Tenant may install around the perimeter of the Facilities, a fence as required to protect the Facilities. Tenant will have unrestricted access to the Premises and the Facilities 24 hours per day, 7 days per week at no additional cost or expense to Tenant.

**2. Term.** This Agreement becomes effective on the Effective Date. Tenant's lease term (the "Term") will commence on the first day of start of construction of the temporary Facilities (the "Term Commencement Date") and will extend for a period of two (2) years, or the date that Tenant begins commercial operation on the permanent antenna facility, whichever occurs first. If requested by Tenant in writing, Landlord may extend this term for an additional six (6) months at the Landlord's sole discretion. The permanent antenna facilities will be required to be constructed to standards approved by the Landlord and may include concealing of the tower structure and construction of an equipment shelter for the purpose of concealing equipment.

**3. Rent.** Starting on the Term Commencement Date and by the fifth day of every month thereafter, Tenant will pay rent in advance in equal monthly installments of \$2,000.00 ("Rent"). Tenant will issue the first monthly Rent payment not later than 30 days after the Term Commencement Date. Rent for any partial months will be prorated based upon a 30-day month. Notwithstanding anything contained in this Section, Tenant's obligation to pay Rent is contingent upon Tenant's receipt of an IRS approved W-9 form setting forth the tax identification number of Landlord or of the person or entity to whom Rent is to be made payable as directed in writing by Landlord. Rent will be sent to Landlord pursuant to Landlord's electronic enrollment as described below. Landlord hereby agrees to receive payments electronically using Tenant's designated electronic platform unless an alternative payment method is agreed to in writing by the parties. If the Term is longer than two months, Landlord agrees to enroll for electronic payment no less than thirty (30) days prior to the due date of the second payment. Tenant shall concurrently provide written notice of payment to City by email or hard copy for each payment. All of Tenant's payment obligations set forth in this Agreement are conditioned upon Landlord's timely enrollment for electronic payment. Landlord may obtain electronic payment enrollment forms by contacting Tenant's "Landlord Solutions" department at 800-357-7641 or by submitting a ticket for direct deposit via the landlord portal at <https://landlordsolutions.sprint.com/>

**4. Contingent on Execution of Permanent Site Agreement.** This agreement shall not be effective, nor shall either Party have any rights or obligations under this Agreement, unless and until the parties fully execute an Agreement for permanent antenna facilities.

**5. Title and Quiet Possession.** Landlord represents and warrants to Tenant and further agrees that: (a) it is the owner of Landlord's Property; (b) it has rights of pedestrian and vehicular access from the nearest public roadway to the Premises, which Tenant is permitted to use; (c) it has the right to enter into this Agreement; (d) the person signing this Agreement has the authority to sign; (e) Tenant is entitled to access the Premises at all times and to quiet possession of the Premises throughout the initial Term and any extension Term (if applicable), so long as Tenant is not in default beyond the expiration of any notice or cure period; and (f) Landlord shall not have unsupervised access to the Facilities except in cases of emergency threatening life and/or personal property.

**6. Authority to Execute.** Tenant warrants and represents that it is duly authorized to do business in the state which the Premises is located and that the undersigned is fully authorized by Tenant to enter into this Agreement on behalf of Tenant.

**7. Assignment/Subletting.** Tenant has the right to sublease (or otherwise transfer or allow the use of) all or any portion of the Premises or assign its rights under this Agreement without notice to or consent of Landlord subject to the following conditions: (i) the term of the sublease may not extend beyond the Term if the Agreement, and, (ii) all subleases are subject to all the terms, covenants, and conditions of this Agreement. Installation of antennas by a subtenant or modifications to the approved design for such subtenant may trigger additional electromagnetic studies, as well as an analysis and approval of the aesthetic appearance and footprint of the structure.

**8. Notices.** All notices must be in writing and will be deemed to have been delivered upon receipt or refusal to accept delivery and are effective only when deposited in the U.S. mail, certified mail, return receipt requested and postage prepaid or when sent via nationally-recognized courier delivery service. Notices to Tenant are to be sent to: Sprint Property Services, Sprint Site ID: SF99XT303, Mailstop KSOPHD0101-Z2650, 6220 Sprint Parkway, Overland Park, KS 66251-2650, with a mandatory copy to: Sprint Law Department, Attn.: Real Estate Attorney, Sprint Site ID: SF99XT303, Mailstop KSOPHD0101-Z2020, 6220 Sprint Parkway, Overland Park, KS 66251-2020. Notices to Landlord must be sent to the address shown underneath Landlord's signature.

**9. Improvements.** Tenant may, at its expense, make improvements on and to the Facilities as it deems necessary or desirable from time to time for the operation of the Facilities subject to the following: Installation of additional antennas beyond those described in Exhibit B or modifications to the approved design described in Exhibit B may trigger additional electromagnetic studies, as well as an analysis and approval of the aesthetic appearance and footprint of the structure, Notwithstanding the foregoing, the foregoing studies and approval are not required when Tenant performs maintenance, repairs, like-kind, like for less or similar replacements of Facilities and when Tenant makes modifications within the interior of any shelters or base station equipment. Landlord agrees to cooperate with Tenant with respect to obtaining any required zoning or other governmental approvals for the Premises, the Facilities and contemplated use thereof.

**10. Interference.** Tenant will resolve technical interference problems that the Facilities might cause: (a) with other equipment located on Landlord's Property on the Effective Date, or; (b) when Tenant desires to add additional Facilities to the Premises, any equipment that became attached to the Premises between the Effective Date and such future date. Likewise, Landlord will not permit or allow the installation of any equipment on Landlord's Property after the Effective Date that: (i) results in technical interference problems with Tenant's intended use of the Facilities, or (ii) encroaches onto the Premises.

**11. Utilities.** Tenant will pay for all utilities used by it at the Premises. Landlord grants to Tenant and the local utility companies (as appropriate) any

access right(s) reasonably required by Tenant or the utility companies in order to provide utility service required by Tenant for its intended use of the Premises throughout the Term, and Landlord will execute, at no cost to Tenant or the utility companies, any instrument(s) reasonably necessary to evidence such rights. All utility installation and routing in connection with the Facilities shall be subject to Landlord's review and approval, which approval will not be unreasonably withheld, conditioned or delayed. Tenant shall avoid damage to the existing hardscape by utilizing underground boring techniques. If boring is infeasible, the Director of Public Services shall identify an alternate installation and utility areas, which locations shall be in the Director's sole discretion, and Exhibit B shall be amended as necessary to depict the new installation paths and utility location. Tenant and Landlord acknowledge that there is an existing cement access path ("Existing Path") that extends north from the parking lot to the Premises. To the extent the Existing Path is damaged by Tenant, Tenant shall repair the same at Tenant's sole cost and expense. Tenant shall provide and install the electrical and telephone service, including a remote-read electrical sub-meter ("Submeter"), to accommodate Tenant's wireless communication needs. Power Design, on behalf of Tenant, will remotely read the Submeter and shall submit monthly invoices to Tenant for the actual electricity used by Tenant. Payment of invoices will be issued to the City of Rocklin, the property owner, for the duration of the Agreement. If the property ownership changes, payment of invoices will be issued to the new property owner. Tenant shall promptly pay all utility changes incurred as a result of the proposed Facilities. All of Tenant's construction and installation work shall be performed at Tenant's sole cost and expense, in a good workmanship manner, and shall be coordinated with the City Manager or designee.

**12. Removal of Facilities.** All Facilities brought onto Landlord's 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 the Term or any extension Term. The Landlord covenants and agrees that no part of the Facilities constructed, erected or placed on the Premises by Tenant will become, or be considered as being fixtures to or part of, Landlord's Property. Upon written request of the Landlord, to be given within ten (10) days of the expiration or earlier termination of this Agreement, or at Tenant's option, all personal property of Tenant, including but not limited to, tower, equipment, antennas, utilities shall be removed within sixty (60) days after the expiration or earlier termination of the Agreement. Tenant shall not be required to remove any Facilities more than two (2) feet below grade.

**13. Indemnity.** Except with respect to Hazardous Substances, which are defined and provided for in Section 15 & 16 below, Tenant indemnifies and agrees to defend Landlord, its officers, agents and employees against and holds Landlord harmless from any and all costs (including reasonable attorney's fees), damages, claims of liability and losses (collectively, "Claims") which arise out of the negligence or intentional misconduct of the Tenant, its agents or contractors. This indemnity is subject to the waiver of recovery in Section 19 below and does not apply to any claims arising from the negligence or intentional misconduct of Landlord, its officers, agents and employees. The indemnity obligations under this Section will survive the expiration or sooner termination of this Agreement.

**14. Environmental Laws.** Tenant represents, warrants, and agrees that it will conduct its activities on the Premises in compliance with all applicable environmental laws. Landlord represents and agrees that: (i) to the best of its knowledge, it has in the past and will in the future, conduct its activities on the Landlord's Property in compliance with all applicable environmental laws; (ii) the Landlord's Property is free of Hazardous Materials as of the date of this Agreement; and (iii) Landlord will indemnify, defend and hold harmless Tenant from and against all Claims arising out of Landlord's breach of this sentence.

**15. Hazardous Material.** Landlord represents to Tenant that, as of the Effective Date, it has no knowledge of any Hazardous Material (defined below) on or affecting Landlord's Property (including the Premises).

**16. Hazardous Material Defined.** The term "Hazardous Material(s)" shall mean any toxic or hazardous substance, material, or waste or any pollutant or contaminant or infectious or radioactive material, including but not limited to, those substances, materials, or wastes regulated now or in the future under any of the following statutes or regulations and any and all of those substances included within the definitions of "hazardous substances," "hazardous waste," "hazardous chemical substances or mixture," "imminently hazardous chemical substance or mixture," "toxic substances," "hazardous air pollutant," "toxic pollutant" or "solid waste" in the (a) "CERCLA" or "Superfund" as amended by SARA, 42 U.S.C §§ 9601 et seq., (b) RCRA, 42 U.S.C. §§ 6901 et seq., (c) CWA, 33 U.S.C. §§ 1251 et seq., (d) CAA, 42 U.S.C. §§ 7401 et seq., (e)

TSCA, 15 U.S.C. §§ 2601 et seq., (f) the Refuse Act of 1899, 33 U.S.C. § 407, (g) OSHA, 29 U.S.C. § 651 et seq., (h) Hazardous Materials Transportation Act, 49 U.S.C §§ 5101 et seq., (i) USDOT Table (49 CFR Sec. 172.101 App. A and amendments) or the EPA Table (40 CFR Part 302 and amendments), (j) Carpenter-Presley-Tanner Hazardous Substance Account Act, Cal. Health & Safety Code § 25300 et seq., (k) California Hazardous Waste Control Act, Cal Health & Safety Code § 25100 et seq., (l) Porter-Cologne Act, Cal. Water Code § 13000 et. Seq., (m) "Proposition 65," Cal Health & Safety Code § 25249.5 et seq., (n) Hazardous Substance Underground Storage Tank Law, Cal. Health & Safety Code § 25280 et seq., (o) California Hazardous Substance Act, Cal. Health & Safety Code § 108100 et. seq., (p) Air Resources Law, Cal. Health & Safety Code § 39000 et seq., (q) Hazardous Materials Release Response Plans and Inventory, Cal. Health & Safety Code § 25500 et seq., (r) TPCA, Cal. Health & Safety Code § 25208 et seq., and (s) regulations promulgated pursuant to said laws or any replacement thereof, or as similar terms are defined in the federal, State and local laws, statutes, regulations, orders or rules. Hazardous Materials shall also mean any and all other substances, materials and wastes which are, or in the future become regulated under applicable local, state or federal law for the protection of health or the environment, or which are classified as hazardous or toxic substances, materials or wastes, pollutants or contaminants, as defined, listed or regulated by any federal, state or local law, regulation or order or by common law decision, including without limitation, (i) trichloroethylene, tetrachloroethylene, perchloroethylene and other chlorinated solvents, (ii) any petroleum products or fractions thereof, (iii) asbestos, (iv) polychlorinated biphenyls, (v) flammable explosives, (vi) urea formaldehyde, and (vii) radioactive materials and waste.

**17. Hazardous Material Indemnity.** Tenant agrees to indemnify, defend, protect and hold harmless from and against claims, liabilities, penalties, forfeitures, losses, and/or expenses, including, without limitation, diminution in value of the Premises or other Landlord Property, damages for the loss or restriction on the use of the rentable or usable space or of any amenity of the Premises or other Landlord's Property, damages arising from any adverse impact or marketing of the Premises or other Landlord's Property and sums paid in settlement of claims, response costs, cleanup costs, site assessment costs, reasonable attorney's fees, Tenant and expert fees, judgments, administrative rulings, or orders, fines, costs of death or injury to any person or damage to any property whatsoever (including, without limitation, groundwater, sewer systems and atmosphere), to the extent arising from, or caused or resulting, either prior to or during the Term of this Agreement, in whole or in part, directly or indirectly, by the presence or discharge in, on, under or about the Premises or other Landlord Property by Tenant, Tenant's agents, employees, sublessees, assignees, licensees or invitees or at Tenant's direction, of Hazardous Material, or by Tenant's failure to comply with any Hazardous Materials laws or regulations, including but not limited to those enumerated in Section 16, whether knowingly or by strict liability. Tenant's indemnification obligations shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary Hazardous Materials management plan, investigation, repairs, cleanup or detoxification or decontamination of the Premises or other Landlord Property, and the presence and implementation of an closure, remedial action or other required plans, and shall survive the expiration of or early termination of this Agreement. For the purpose of the indemnity, any acts or omissions of Tenant or its employees, agents, assignees, contractors or subcontractors of Tenant (whether or not they are negligent, intentional, willful, or unlawful) shall be strictly attributable to Tenant.

**18. Insurance.** During the initial Term and any extension Term (if applicable), Tenant will procure the following types of insurance; (a) commercial general liability (CGL) insurance, with limits of not less than \$2,000,000 per occurrence, \$10,000,000 aggregate, (b) commercial auto liability insurance on all owned, non-owned and hired automobiles with a combined single limit of \$1,000,000 each accident for bodily injury and property damage, (c) worker's compensation insurance providing the statutory benefits and employees liability with a limit of \$1,000,000 each accident/disease/policy limit. Tenant will include the Landlord as an additional insured as their interest may appear under this Agreement on the commercial general liability and auto liability policy.

**19. Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions; (a) Additional insured status: The Landlord, its officers, officials, employees, and volunteers are to be covered as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Tenant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Tenant's insurance (at least as broad as ISO Form CG 20 10 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms (if later revision used). (b) Primary coverage: For any claims related to this Agreement, the Tenant's

insurance coverage shall be primary with coverage at least as broad as ISO CG 20 01 as respects the Landlord, its officers, officials, employees, or volunteers, and shall be excess of Tenant's insurance and shall not contribute to it. (c) Notice of cancellation: Each insurance policy required above shall not be canceled, except with 30 days written notice to the certificate holder, 10 days for non-payment of premium. (d) Waiver of subrogation: Tenant hereby grants to Landlord a waiver of any right to subrogation which any insurer of said Tenant may acquire against the Landlord by virtue of the payment of any loss under such insurance. Tenant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Landlord has received a waiver of subrogation endorsement from the insurer. (f) Acceptability of insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII. (g) Claims made policies: If any of the required policies provide coverage on a claims made basis: (i) The retroactive date must be shown and must be before the ML commencement date; (ii) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after termination of this agreement; (iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the ML commencement date, the Tenant must purchase "extended reporting" coverage for a minimum of five (5) years after termination of this Agreement. (h) Verification of coverage: Tenant shall furnish the Landlord with original Certificate of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) to the Landlord before the Commencement Date. However, failure to obtain the required documents prior to the Commencement Date shall not waive the Tenant's obligation to provide them. (i) Contractors: Tenant shall require and verify that all contractors maintain insurance meeting all the requirements stated herein, and Tenant shall ensure that Landlord is an additional insured on insurance required from contractors. (j) Special risks or circumstances: Landlord reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer coverage, or other special circumstances.

**20. Survival Upon Termination.** Except for claims made policies as described in Section 19 above, upon termination of this Agreement, Tenant shall maintain, and require to be maintained, all of the insurance specified above until the later of ninety (90) days after termination of the Agreement or the completion of all post-termination or expiration activities of Tenant.

**21. No Limitation on Liabilities.** Tenant's compliance with this Agreement to maintain insurance in the amount and coverage required under this Agreement shall neither limit Tenant's liabilities nor relieve Tenant of any obligations under this Agreement. Failure to obtain the insurance coverage required by this Agreement shall in no way relieve or limit Tenant's obligations and liabilities under any provision of this Agreement.

**22. General Limitation on Landlord's Liability.** The Landlord is not responsible or liable to Tenant for, and Tenant hereby waives all claims against the Landlord, its officers, agents and employees and releases the Landlord, its officers, agents and employees from, all claims from any cause (except to the extent caused by the negligence or willful misconduct of the Landlord, its officers, agents or employees or breach of this Agreement by the Landlord), including acts or omissions of persons using the sidewalk adjoining or adjacent to or connected with the Premises; utility interruption; theft; burst, stopped, or leaking water, gas, sewer, or steam pipes; or gas, fire, oil, or electricity in, flood, vehicle collision, or other accidental "knock downs" or similar occurrences on or about the Premises or other Landlord's Property.

**23. Default.** If either party is in default under this Agreement for a period of thirty (30) days following receipt of written notice from the non-defaulting party, the non-defaulting party may pursue any remedies available to it against the defaulting party at law and in equity, including, but not limited to, the right to terminate this Agreement. If a non-monetary default cannot reasonably be cured within said 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within the 30-day period and proceeds with due diligence to fully cure the default.

**24. Consequential Damages.** Notwithstanding any provisions of this Agreement to the contrary, in no event shall either party be liable to the other in contract, tort under any statute, warranty, provision of indemnity or otherwise, for a special, indirect, incidental, or consequential, punitive, or exemplary damages suffered by the other party or any customer, sublessee, or third party or any other person for loss of profits or other business interruption damages of that party's customers, advertisers, users, clients, licensees, or any other person, firm, or entity, and the parties agree to indemnify, defend and hold each other harmless in such regard.

**25. Attorney's fees.** If either party begins an action to enforce the terms or declare rights hereunder, the prevailing party in any such action shall be entitled

to its reasonable attorney's fees and court costs to be paid by the other party. Whenever provision is made in this Agreement for the payment of attorney's fees, such fees shall be payable whether the legal services are rendered by a salaried employee for the party or independent counsel and shall include such fees as are incurred in connection with any pretrial proceeding, trial or appeal of the action.

**26. Compliance with Landlord's Risk Management Requirements.** Tenant shall not do anything, or permit anything to be done by anyone under Tenant's control, in, on, or about the Premises that would create an unusual fire risk, and shall take commercially reasonable steps to protect the Landlord from any potential liability by reason of Tenant's use of the Premises. Tenant, at Tenant's expense, shall comply with all reasonable rules, orders, regulations, and requirements of the City Manager and Landlord's Risk Manager.

**27. Casualty/Condemnation.** If any portion of the Landlord's Property or Tenant's Facilities is damaged by a casualty and such damage adversely affects Tenant's use of the Landlord's Property, or if condemning authority takes any portion of the Landlord's Property and such taking adversely affects Tenant's use of the Landlord's Property, this Agreement shall terminate as of the date of casualty or the date the title vests in the condemning authority, as the case may be if Tenant gives written notice of the same within thirty (30) days after Tenant receives notice of such casualty or taking. The parties shall be entitled to make claims in any condemnation proceedings for value of their respective interests in the Landlord's Property (which for Tenant may include, where applicable, the value of the Facilities, moving expenses, prepaid Rents, and business dislocation expenses). Sale of all or part of the Landlord's Property including the Premises to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

**28. Real Property Taxes.** Tenant shall pay Tenant's share of all real property taxes (as defined below) attributable to Tenant's use of the Premises which become due and payable to Landlord on or before the later of ten (10) calendar days prior to the delinquency, or three (3) calendar days after the date on which Tenant received a copy of the tax bill and notice of Landlord's determination, including documentation reasonably supporting determination hereunder. Tenant shall maintain the right to review said determination and, in good faith, contest Tenant's share of real property taxes. Tenant's liability to pay real property taxes may be prorated based on a three hundred sixty-five (365) day year to account for any fraction or portion of the tax year included in the Term of this Agreement, when appropriate. Tenant specifically acknowledges it is familiar with Section 107.6 of the California Revenue and Taxation Code and realizes that a possessory interest subject to property taxes may be created, agrees to pay any tax, and waives any rights Tenant may have under Revenue and Taxation Code 107.6.

**29. Real Property Taxes Definition.** The term "real property taxes" as used herein shall mean: (a) All taxes, assessments, levies and other charges, general and special, foreseen and unforeseen, now and hereafter imposed by any governmental or quasi-governmental authority or special district having the direct or indirect power to tax or levy assessments, which are levied or assessed against or with respect to, (i) value, occupancy, use or possession of Premises and/or the improvements, (ii) any improvements fixtures, equipment and other real or personal property of Tenant that are integral parts of the Premises, (iii) use of Premises, improvements, public utilities, or energy within the city; (b) All charges, levies, or fees imposed by reason of environmental regulations or other governmental control of Premises and/or the improvements; (c) New excise, transactions, sales, privileges, or other taxes now or hereafter imposed upon Landlord as a result of this Agreement; and (d) All costs and fees (including attorney's fees) incurred by Landlord in contesting any real property taxes and in negotiating with public authorities as to any real property taxes affecting the Premises. If at any time during the Term of this Agreement, the taxation of assessment of the Premises and/or the improvements prevailing as of the Commencement Date shall be altered, then any tax or charge, however designated, shall be included within the meaning of the term "real property taxes." If any real property taxes are based upon property of other fees unrelated to the Premises and/or the improvements, as determined by the Landlord, on the basis of the assessor's worksheets or other available information, shall be included within the meaning of the term "real property taxes."

**30. Termination.** Notwithstanding any provision contained in this Agreement to the contrary, Tenant may, in Tenant's sole and absolute discretion and at any time and for any or no reason, terminate this Agreement without further liability by delivering prior written notice to Landlord. Upon termination, Landlord will refund to Tenant a prorated amount of Rent based upon the number of days Tenant occupied the Site.

31. **Miscellaneous.** (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) This Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (c) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of the provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; (d) This Agreement shall be construed in accordance with and governed by the laws of the State of California, without reference to its conflicts of law principles. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be conducted in the state courts of California, County of Placer or in federal court with jurisdiction over the Landlord.

32. **Non-Binding Until Fully Executed.** This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and will not be binding on either party until and unless it is fully executed by both parties, subject to Section 4 above.

The following Exhibits are attached to and made a part of this Agreement: Exhibits A and B.

LANDLORD:

**City of Rocklin,**

a municipal corporation of the State of California

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

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

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

Date: \_\_\_\_\_, 20\_\_

**(Date must be completed)**

Address: City of Rocklin  
ATTN: City Manager  
3970 Rocklin Rd.  
Rocklin, CA 95677

Contact Phone Number: \_\_\_\_\_

Email address: \_\_\_\_\_

TENANT:

**Sprint Spectrum L.P.,**

a Delaware limited partnership

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

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

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

Date: \_\_\_\_\_, 20\_\_

**(Date must be completed)**

*Attach Exhibit A – Legal Description of Landlord’s Properties  
Attach Exhibit B – Site Plan*

**EXHIBIT A  
TO SITE AGREEMENT (Temporary Cell Tower)**

**Legal Description of Landlord's Properties**

The land described in this guarantee is situated in the City of Rocklin, County of Placer, State of California, and is described as follows:

LOT 21, AS SHOWN ON THE MAP ENTITLED "WHITNEY RANCH LARGE LOT SUBDIVISION" FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY, CALIFORNIA, OCTOBER 6, 2004, IN [BOOK Z OF MAPS, AT PAGE 94](#) AS MODIFIED BY THAT CERTAIN CERTIFICATE OF CORRECTION RECORDED JUNE 4, 2007, DOCUMENT [NO. 2007-0056099](#) OF OFFICIAL RECORDS.

EXCEPTING THEREFROM, ALL THOSE PORTIONS OF SAID LOT 21 DESCRIBED IN THOSE CERTAIN DOCUMENTS ENTITLED PARTIAL ACCEPTANCE OF IRREVOCABLE OFFER OF DEDICATION RECORDED FEBRUARY 22, 2008, DOCUMENT [NO. 2008-0013188](#) AND APRIL 29, 2009, DOCUMENT [NO. 2009-0035087](#) OF OFFICIAL RECORDS.

APN: 017-175-018

**For APN/Parcel ID(s):** 017-175-019

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THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Lot 21, as shown on the map entitled "Whitney Ranch Large Lot Subdivision" filed for record in the Office of the County Recorder of Placer County, California, October 6, 2004, in [Book Z of Maps, Page 94](#), modified by that certain Certificate Correction recorded June 4, 2007, as [Document No. 2007-0056099](#), Placer County Records.

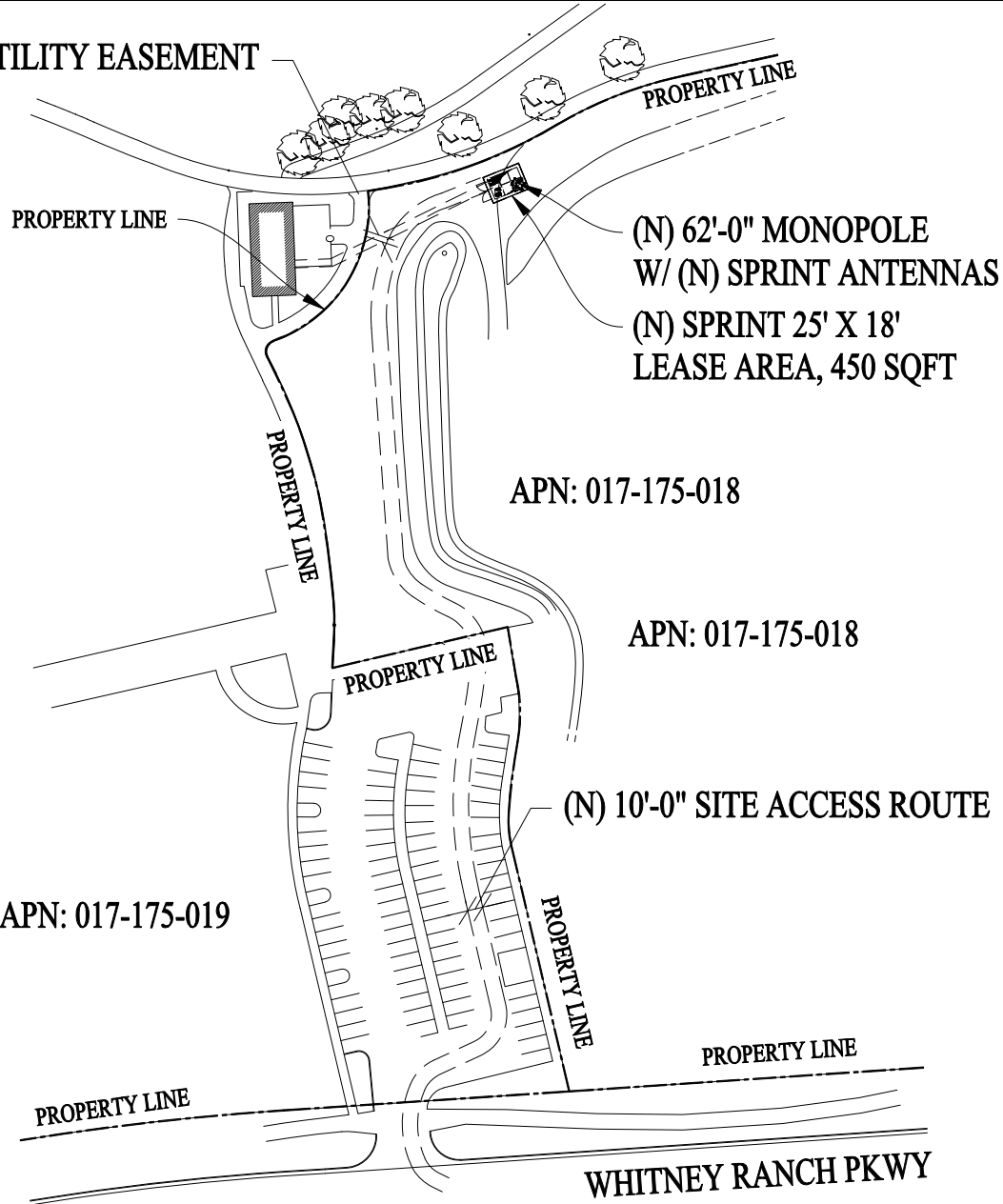
**EXHIBIT B  
TO SITE AGREEMENT (Temporary Cell Tower)**

**Site Plan Attached**

**Note:** Landlord and Tenant may, at Tenant's option, replace this Exhibit with an exhibit setting forth the legal description of the Site, or an as-built drawing depicting the Site. Any visual or textual representation of the Facilities is illustrative only, and does not limit the rights of Tenant as provided for in the Agreement. Without limiting the generality of the foregoing:

1. The Site may be setback from the boundaries of Landlord's Property as required by the applicable governmental authorities.
2. The locations of any access and utility easements, if any, are illustrative only. Actual locations may be determined by Tenant and/or the servicing utility company in compliance with local laws and regulations.

(N) 5'-0" UTILITY EASEMENT

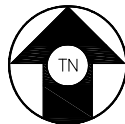


APN: 017-175-018

APN: 017-175-018

APN: 017-175-019

(N) 10'-0" SITE ACCESS ROUTE



# SITE PLAN

**STREAMLINE  
ENGINEERING  
& DESIGN, INC**

8445 SIERRA COLLEGE  
BLVD, SUITE E,  
GRANITE BAY, CA 95746



12657 ALCOSTA BLVD, #300  
SAN RAMON, CA 94583

**LEASE/MOL  
EXHIBIT**

## PROJECT

**NAME:**

CITY OF  
ROCKLIN  
TEMP NSB

**NUMBER:**

SF99XT303

**ADDRESS:**

WHITNEY RANCH  
PKWY, ROCKLIN,  
CA 95765  
PLACER  
COUNTY

**EXHIBIT**

**B**

**SCALE: N.T.S.**