

PERMANENT SITE AGREEMENT

This Permanent Site Agreement (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, also known as Whitney Community Park, described on **Exhibit A** attached ("Landlord's Property"). Landlord leases to Tenant the Premises (consisting of a portion of Landlord's Property) described below:
 - (a) Land consisting of approximately 50' x 50' or 2500 square feet for construction of ground equipment and antenna support structure; subject to Section 2; (APN's 017-175-018-000 & 017-175-019-000);
 - (b) Non-exclusive access rights required to run utility conduit, lines and cables; and
 - (c) Non-exclusive access rights for pedestrian and vehicular ingress and egress across Landlord's Property (collectively, "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 communications facility including, without limitation utility lines, transmission lines, electronic equipment, radio transmitting and receiving antennas, supporting equipment and structures, an air-conditioned shelter, and an antenna support structure (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. Tenant shall use the Premises in compliance with all applicable laws, statutes, ordinances, rules, regulations and orders now or later in effect. Whitney Community Park must remain open throughout construction and operation of the Facilities. The work schedule for the construction of the proposed communications facility must be coordinated with and approved 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 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. Proposed Communications Facility.** Tenant agrees that the communications facility contemplated herein shall be built in a manner which conceals the antennas and equipment from public view, subject to Section 7. Both parties, working in good faith, shall agree on the final communications facility design prior to a building permit being issued by the Landlord to the Tenant. Landlord agrees, at no expense to the Landlord, to cooperate with Tenant, in making application for and obtaining all licenses, permits, and any and all other necessary approvals that may be required for Tenant's intended use of the Premises. It is understood and agreed that Tenant's ability to use the Premises is contingent upon its obtaining, after the execution of this Agreement, all of the certificates, permits and other approvals that may be required by any federal, state or local authority as well as satisfactory soil boring tests which will permit Tenant's use of the Premises as set forth above. Throughout the Term of this Agreement, Landlord shall cooperate with Tenant in its effort to obtain such approvals and shall take no action that would adversely affect the status of the Landlord's Property with respect to the proposed use by Tenant. In the event that such approvals should be rejected, withdrawn or terminated by any governmental authority or soil boring tests are found to be unsatisfactory so that Tenant, in its sole discretion, will be unable to use the Premises for its intended purpose or the Tenant determines, in its sole discretion, that the Premises is no longer technically compatible for its intended use, or if Tenant otherwise decides, for any reason or no reason, not to commence the Term prior to the end of the Due Diligence Period (defined below), Tenant shall give the Landlord thirty (30) days' notice of the exercise if its rights to terminate this Agreement pursuant to Section 16. Upon such termination, Tenant shall forfeit to the Landlord all rents and monies paid as of said date, except that Landlord shall refund the Option Money (defined below), but not any Extension Option Money (defined below), in the event Landlord and Tenant are unable to agree on the final communications facility design despite good faith efforts to agree upon such design. Any refund of the Option Money shall be reduced by \$1,000 per month for every month that passes from the Effective Date until Tenant delivers to Landlord said notice of termination.
- 3. Option.** In consideration of the timely payment of the sum of Twenty Thousand and no/100 Dollars (\$20,000.00) (the "Option Money"), to be paid by Tenant to Landlord, Landlord hereby grants to Tenant the exclusive right and option (the "Option") to lease the Premises in accordance with the terms and conditions set forth herein. The Option Money is timely paid if it is paid within sixty (60) days of the Effective Date of this Agreement.
- 4. Option Period.** The Option may be exercised by Tenant at any time by commencing construction of the Facilities within twenty-four (24) months of the Effective Date of this Agreement (the "Option Period"). At Tenant's election and upon Tenant's written

notice to Landlord prior to expiration of the Option Period, the Option Period may be further extended for an additional twelve (12) months for the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) ("Extension Option Money") paid by the Tenant to Landlord prior to the expiration of the Option Period ("Extended Option Period"). If Tenant fails to exercise the Option by commencing construction within the Option Period or the Extended Option Period, the Option shall terminate, all rights and privileges granted hereunder shall be deemed surrendered, Landlord shall retain all money paid for the Option, subject to Section 3 above, and no additional money shall be payable by either party to the other.

5. **Changes in Property During the Option Period.** If during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, Landlord decides to sell, subdivide, or change the status of the zoning of the Premises or Landlord's Property, Landlord shall immediately notify the Tenant in writing. Any sale of Landlord's Property or other real property of Landlords contiguous to, surrounding, or in the vicinity of the Premises, Landlord shall immediately notify Tenant in writing. Any sale of Landlord's Property shall be subject to Tenant's rights under this Agreement. Landlord agrees that during the Option Period or during the Term of this Agreement if the Option is exercised, Landlord shall not consent to any restrictions that would prevent or limit Tenant from using the Premises for the intended use by Tenant as hereinafter set forth in this Agreement.
6. **Term.** The Term of this Agreement shall be five (5) years commencing on the date that is the first day of the month following commencement of construction of the Facilities ("Commencement Date"), and terminating on the fifth annual anniversary of the Commencement Date (the "Term"), unless otherwise terminated as provided in the Agreement. Tenant shall have the right to extend the Term for five (5) consecutive five (5) year periods (each a "Renewal Term" and collectively the "Renewal Terms") on the same terms and conditions as set forth herein, for a maximum total of thirty (30) years. This Agreement shall automatically be extended for each successive Renewal Term unless Tenant notifies Landlord, in writing, of its intention not to renew prior to the commencement of the succeeding Renewal Term.
7. **Due Diligence Period.** The "Due Diligence Period" is defined as the time between the Effective Date and the Commencement Date. During the Due Diligence Period, Tenant will be permitted to enter Landlord's Property to perform surveys, inspections, investigations and tests, including, without limitation, signal, topographical, geotechnical, structural and environmental tests, in Tenant's sole discretion to determine the physical condition, suitability and feasibility of Landlord's Property. Tenant shall not be liable to Landlord or any third party for any pre-existing defect or condition on or with respect to Landlord's Property, whether or not such defect or condition is disclosed by Tenant's analyses. Tenant shall, at its sole cost and expense, make repairs to easement or right of ways what incur damage as a result of Tenants investigations. Landlord acknowledges that, prior to the Commencement Date, Tenant has limited access to, but no ownership or control of any portion of Landlord's Property and that Tenant's access during the Due Diligence Period shall not cause Tenant to be considered an owner or operator of Landlord's Property.
8. **Rent.** Starting on the date that is thirty (30) days after the Commencement Date and on the first day of every month thereafter (partial months will be prorated based upon a 30-day month), Tenant will pay the Base Rent below plus collocation payment rent based upon the total rents received by Tenant (if any) from additional wireless communications carriers (each a "Wireless Communications Carrier" or "Carrier" on the proposed communication facility shown in **Exhibit B**). In recognition of Tenant providing the construction, maintenance and managing of the communication facility, the following will be the schedule of Rent:

Base Rent:

Monthly Base Rent shall be \$2,000.00.

Colocation Payments:

Second Carrier – 60% rent held by Tenant, 40% to Landlord

Third Carrier - 60% rent held by Tenant, 40% to Landlord

All Additional Carriers - 65% rent held by Tenant, 35% to Landlord

(For the purposes of this provision, Tenant is deemed to be the "First Carrier")

A Wireless Communications Carrier is further defined being one of the following: AT&T, Verizon, or T-Mobile, or other similar commercial carriers other than Sprint.

Landlord/First Responder Shelter Collocation: With the prior approval of the Tenant and subject to availability of space at the time of the request to install equipment, the Tenant agrees to execute a sub-lease (under terms and conditions reasonably acceptable to Tenant) with the Landlord or the first responder entity for up to an approximately one hundred (100) square foot space within Tenant's shelter to locate first responder and other approved Landlord communications devices. Landlord's equipment installation is subject to interference mitigation in Section 14 of this Agreement. Tenant is not responsible for Landlord's equipment outside of normal shelter maintenance and Landlord must provide insurance for Landlord's equipment. Included in the terms of the sub-lease, Landlord and first responder will be required to indemnify Tenant for any damage caused to the shelter or Tenant Facilities

due to the installation, operation, maintenance and removal of the Landlord or first responder's equipment in the shelter. Tenant agrees that there shall be no monthly lease RENT (\$0) payable to Tenant for such sub-lease of space. The Landlord or first responder must remove its equipment upon the expiration or earlier termination of this Agreement.

Notwithstanding anything contained in this Section 8, 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. Landlord agrees to enroll for electronic payment no less than thirty (30) days prior to the due date of the first 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/>

- 9. 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 Renewal Term, 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 Premises except in cases of emergency threatening life and/or personal property. Notwithstanding the foregoing, Landlord may have access to the Premises pursuant to the terms of the sub-lease referenced in Section 8 above.
- 10. 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.
- 11. 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, Mailstop KSOPHD0101-Z2650, 6220 Sprint Parkway, Overland Park, KS 66251-2650, with a mandatory copy to: Sprint Law Department, Attn.: Real Estate Attorney, 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. Landlord or Tenant may from time to time designate any other address for this purpose by written notice to the other party in accordance with this Section 11.
- 12. 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. Landlord will not be entitled to any increases in Rent due to the installation, modification, upgrade or expansion of the Facilities, unless they are installed outside the Premises. 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.
- 13. Compliance with Laws.** Landlord represents and warrants to Tenant that Landlord's Property and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. Tenant will substantially comply with all applicable laws relating to its possession and use of the Premises.
- 14. Interference.** Tenant will resolve technical interference problems that the Facilities might cause: (a) with other equipment located on Landlord's Property on the Commencement Date, or; (b) when Tenant desires to add additional Facilities to the Premises, any equipment that became attached to the Premises between the Commencement Date and such future date. Likewise, Landlord will not permit, allow to be installed or install any equipment on Landlord's Property after the Commencement Date that: (i) results in technical interference problems with Tenant's intended use of the Facilities, or (ii) encroaches onto the Premises.
- 15. 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 easement(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. 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 electrical meter and/or sub-meter, to accommodate Tenant's wireless communication needs. 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.

- 16. Termination.** Tenant may terminate this Agreement at any time, in its sole discretion by giving written notice thereof to Landlord not less than thirty (30) days prior to the Commencement date. Further, this Agreement may be terminated by Tenant immediately, at any time prior to the Commencement Date, upon giving written notice to Landlord, if (a) Tenant cannot obtain all governmental certificates, permits, environmental or other approvals required and/or any easements required from a third party, or (b) any approval is canceled, terminated, expired or lapsed, or (c) Landlord fails to deliver any required non-disturbance agreement or subordination agreement, or (d) Landlord breaches a representation of warranty contained in this Agreement, or (e) Landlord fails to have proper ownership of Landlord's Property and/or authority to enter into this Agreement, or (f) Tenant determines that the Landlord's Property contains substances of the type described in Section 20 of this Agreement, or (g) Tenant determines that the Premise is not appropriate for its operations for economic, environmental or technological reasons.
- 17. 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 a 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.
- 18. Indemnity.** Except with respect to Hazardous Substances, which are defined and provided for in Section 19 & 20 below, Landlord and Tenant each indemnifies and agrees to defend the other against and holds the other 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 indemnifying party, its agents or contractors. This indemnity is subject to the waiver of recovery in Section 27 below and does not apply to any claims arising from the negligence or intentional misconduct of the indemnified party, its agents or contractors. The indemnity obligations under this Section 18 will survive the expiration or sooner termination of this Agreement.
- 19. Hazardous Substances.** 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.
- 20. 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.

- 21. Hazardous Material Indemnity.** Tenant agrees to indemnify, defend, protect and hold harmless from and against any and all 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, judgements, administrative rulings, or orders, fines, costs of death of 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 20, 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 enclosure, 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.
- 22. 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.
- 23. Subordination and Non-Disturbance.** This Agreement is subordinate to any mortgage or deed of trust of record against the Premises as of the Effective Date. Promptly after this Agreement is fully executed, however, Landlord will obtain a non-disturbance agreement in a form reasonably acceptable to Tenant from the holder of any mortgage or deed of trust.
- 24. 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.
- 25. 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."

- 26. Insurance.** During the initial Term and any Renewal Term, 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.
- 27. 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. (b) Primary coverage: For any claims related to this Agreement, the Tenant's insurance coverage shall be primary with coverage that 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 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 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 a 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 included as 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.
- 28. Survival Upon Termination.** Except for claims made policies as described in Section 27 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.
- 29. 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.
- 30. 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.
- 31. 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 and 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.
- 32. 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, 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 and the Landlord's Property is free of hazardous substances as of the Effective Date of this Agreement.

- 33. 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.
- 34. 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.
- 35. Miscellaneous.** (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the State of California; (c) Landlord hereby agrees to execute concurrently with this Agreement and deliver to Tenant a recordable Memorandum of Agreement in the form of **Exhibit C**, attached, which Tenant may record at its own expense; (d) each party will execute, within 30 days after written request, an estoppel certificate or statement certifying that this Agreement is unmodified and in full force and effect or, if modified, describing such modification(s), and that the other party is not in default (beyond applicable cure periods), except as specified in the statement. The estoppel certificate may also certify the current Rent amount and whether any Rent has been paid in advance; (e) 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; (f) 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; (g) each party has had the opportunity to consult with its own legal counsel in connection with the negotiation of this Agreement; there will be no construction against any party based on any presumption of that party's involvement in the drafting of this Agreement; and (h) the prevailing party in any action or proceeding in court to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing 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 by independent counsel and shall include such fees as are incurred in connection with and pretrial proceeding, trial or appeal of the action.

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

[ACKNOWLEDGEMENTS FOLLOW ON NEXT PAGE]

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)

**EXHIBIT A
TO PERMANENT SITE AGREEMENT**

Legal Description of Landlord's Property

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

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.

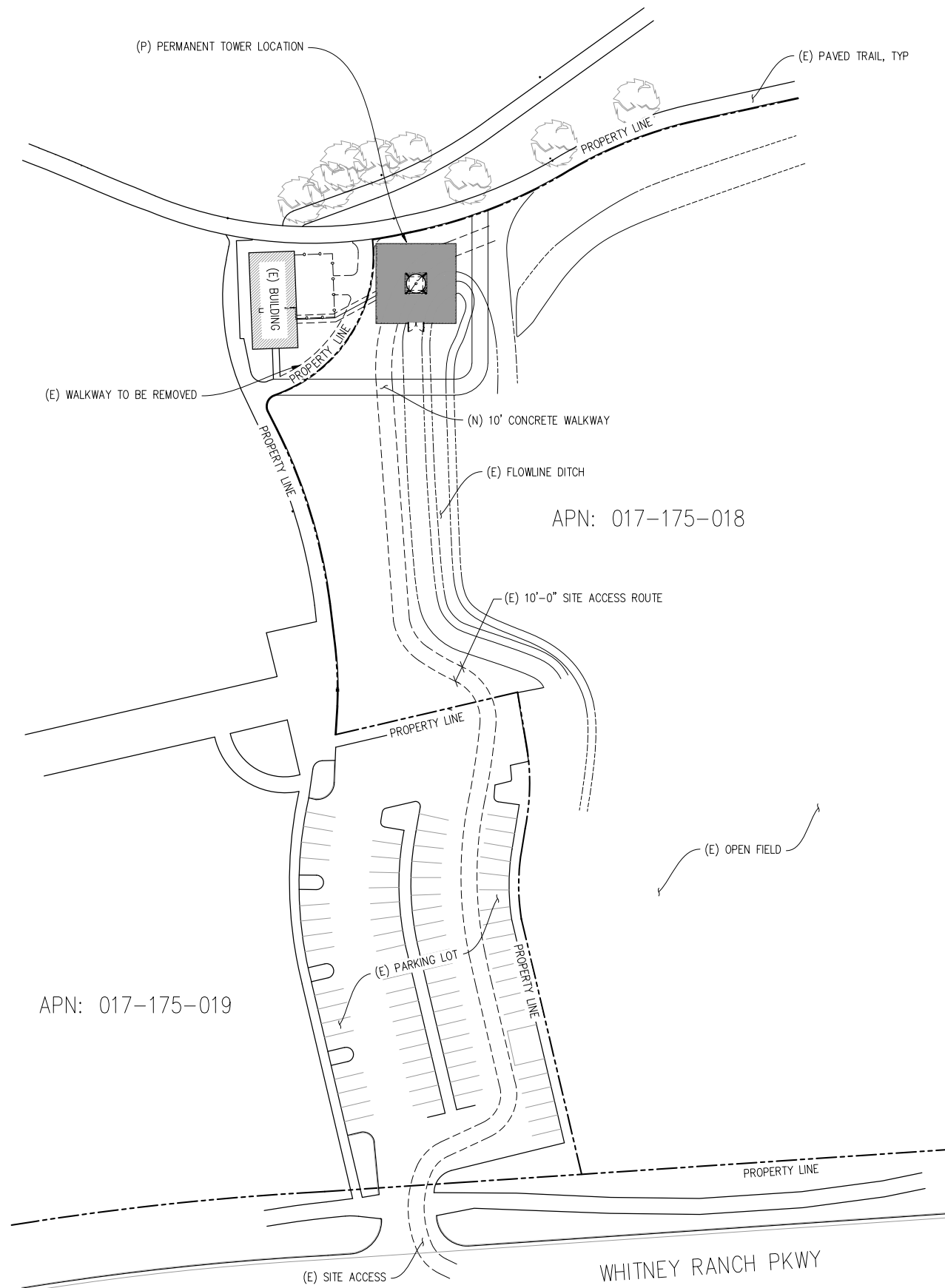
**EXHIBIT B
TO SITE AGREEMENT**

Site Plan

(See attached)

Note: Tenant may, at Tenant's option and with notice to Landlord, replace **Exhibit B** 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 access road's width may be modified as required by governmental authorities, including police and fire departments.
3. The locations of any access and utility easements are illustrative only. Actual locations may be determined by Tenant and/or the servicing utility company in compliance with local laws and regulations.



OVERALL SITE PLAN

1"=40'-0"



WHITNEY RANCH PERM

SF25XC303
1801 WHITNEY RANCH PKWY
ROCKLIN, CA 95765

ISSUE STATUS

DATE	DESCRIPTION	Z.P.
11/07/19	CONCEPT	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-

DRAWN BY: Z. PITTNER

CHECKED BY: S. SAVIG

APPROVED BY:

DATE: 11/07/19

Streamline Engineering and Design, Inc.
8445 Sierra College Blvd, Suite E, Granite Bay, CA 95746
Contact: Kevin Sorensen Phone: 916-660-1930
E-Mail: kevin@streamlineeng.com Fax: 916-660-1941

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**PRELIMINARY:
NOT FOR
CONSTRUCTION**

KEVIN R. SORENSEN
S4469

Sprint

12857 AL COSTA BLVD SUITE 300
SAN RAMON, CA 94583

SHEET TITLE:
OVERALL SITE PLAN

SHEET NUMBER:
A-1

WHITNEY RANCH PERM

SF25XC303
1801 WHITNEY RANCH PKWY
ROCKLIN, CA 95765

ISSUE STATUS

Δ	DATE	DESCRIPTION	Z.P.
	11/07/19	CONCEPT	
	-	-	-
	-	-	-
	-	-	-
	-	-	-
	-	-	-

DRAWN BY: Z. PITNER

CHECKED BY: S. SAVIG

APPROVED BY:

DATE: 11/07/19

Streamline Engineering and Design, Inc.
8445 Sierra College Blvd, Suite E, Granite Bay, CA 95746
Contact: Kevin Sorensen Phone: 916-660-1930
E-Mail: kevin@streamlineeng.com Fax: 916-660-1941

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PRELIMINARY:
NOT FOR
CONSTRUCTION

KEVIN R. SORENSEN
S4469

Sprint

12857 AL COSTA BLVD SUITE 300
SAN RAMON, CA 94583

SHEET TITLE:

ELEVATION

SHEET NUMBER:

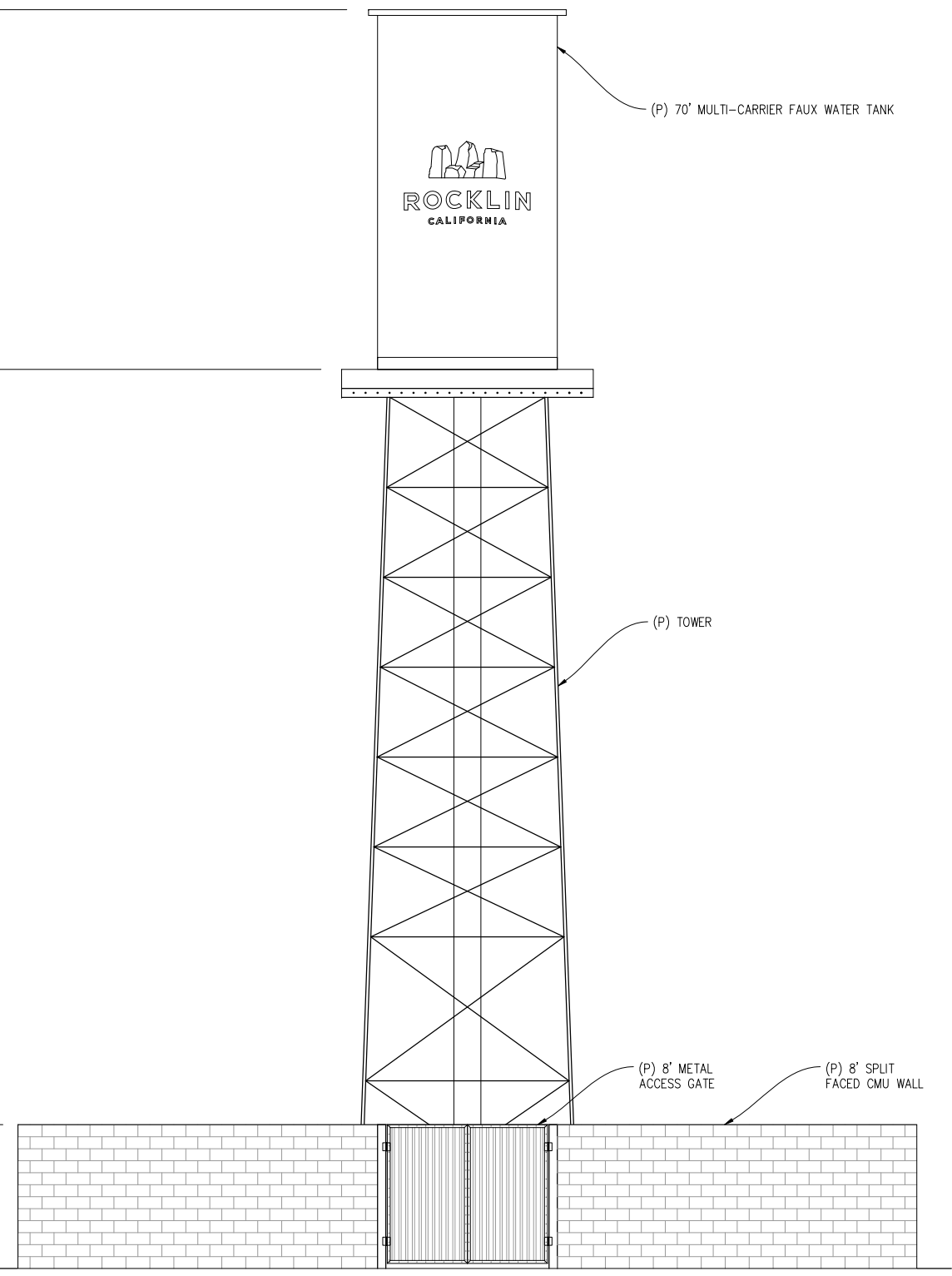
A-2

TOP OF (P) MULTI-CARRIER FAUX WATER TANK
±70'-0" A.G.L.

BOTTOM OF (P) MULTI-CARRIER FAUX WATER TANK
±50'-0" A.G.L.

TOP OF (P) CMU WALL & METAL ACCESS GATE
8'-0"

GROUND LEVEL
0'-0"



SOUTH ELEVATION
1/4"=1'-0"

NOTE:
CONCEPTUAL DESIGN ONLY.
DIMENSIONS MAY CHANGE BASED
ON STRUCTURAL DESIGN.

**EXHIBIT C
TO PERMANENT SITE AGREEMENT**

Memorandum of Agreement

This Memorandum of Agreement (this "Memorandum") dated as the Effective Date (as defined below), evidences that a certain Permanent Site Agreement (the "Agreement") dated _____, 20____, was made and entered into between the City of Rocklin, a municipal corporation of the State of California ("Landlord") and Sprint Spectrum L.P., a Delaware limited partnership ("Tenant").

The Agreement provides in part that Tenant has the right to enter upon certain real property owned by Landlord in Whitney Community Park, City of Rocklin, County of Placer, State of California, as further described in the Agreement for the purpose of performing investigations and tests and, upon finding the Premises appropriate, to lease the Premises for the purpose of installing, operating and maintaining a communications facility and other improvements. The Landlord's Property is further described in **Exhibit A** attached hereto. The proposed Tenant utility access rights and lease space locations are attached hereto as **Exhibit B**.

In consideration of the timely payment of the sum of the Option Money (defined in the Agreement), to be paid by Tenant to Landlord, Landlord hereby grants to Tenant the exclusive right and option (the "Option") to lease the Premises in accordance with the terms and conditions set forth herein. The Option Money is timely paid if it is paid within sixty (60) days of the Effective Date of this Agreement. The Option may be exercised by Tenant at any time by delivering written notice to Landlord that the Tenant wishes to proceed with exercising its rights to lease the Premises ("Notice to Proceed") within twenty four (24) months of the Effective Date of this Agreement by both parties (the "Option Period"). At Tenant's election and upon Tenant's written notice to Landlord prior to expiration of the Option Period, the Option Period may be further extended for an additional twelve (12) months,

The Term of this Agreement shall be five (5) years commencing on the date ("Commencement Date") specified in the Tenant's Notice to Proceed to Landlord that Tenant is exercising the Option, and terminating on the fifth annual anniversary of the Commencement Date (the "Term"), unless otherwise terminated as provided in the Agreement. In no event will the Commencement Date be any later than the date that Tenant begins commercial operation on the permanent communications facility. Tenant shall have the right to extend the Term for five (5) successive five (5) year periods (each a "Renewal Term" and collectively the "Renewal Terms") on the same terms and conditions as set forth herein, for a maximum total of thirty (30) years. This agreement shall automatically be extended for each successive Renewal Term unless Tenant notifies Landlord, in writing, of its intention not to renew prior to the commencement of the succeeding Renewal Term.

The parties have executed this Memorandum as of the day and year first above written.

LANDLORD:

City of Rocklin,

a municipal corporation of the State of California

By: _____

Printed Name: _____

Title: _____

Date: _____, 20____

(Date must be completed)

Address: _____

TENANT:

Sprint Spectrum L.P.,
a Delaware limited partnership

By: _____

Printed Name: _____

Title: _____

Date: _____

Address: Sprint Property Services
Mailstop KSOPHD0101-Z2650
6220 Sprint Parkway
Overland Park, KS 66251-2650

Attach Exhibit A - LEGAL DESCRIPTION OF SITE

Attach Exhibit B - PROPOSED TENANT UTILITY EASEMENT AND LEASE SPACE

[ACKNOWLEDGEMENTS FOLLOW ON NEXT PAGE]

LANDLORD NOTARY BLOCK:

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 Sacramento

On _____, before me, _____ 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 NOTARY BLOCK:

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, _____ 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 A to Memorandum of Agreement

LEGAL DESCRIPTION OF LANDLORD'S PROPERTY

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.

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Exhibit B to Memorandum of Agreement

PROPOSED TENANT UTILITY ACCESS RIGHTS AND LEASE SPACE
(see attached)