

Attachment D

RECEIVED

18200 Von Karman, Suite 100  
Irvine, California 92612  
(714) 623-5000

March 9, 1999

MAR 1 1999

City of Pasadena  
100 North Garfield Avenue, Room 222  
Pasadena, CA 91109-7215  
Attn: City Engineer

HSG. AND DEV. DEPT.

ENTERED

Re: Confirmation Of License Dates  
Site #: LA03XC130  
Address: Fair Oaks Avenue & Villa Street, Pasadena, CA



Dear Sir/Madam,

In order to control the action dates of the License Agreement, and so that there be certainty on such dates, please review the following and acknowledge in the appropriate space below.

1. Licensor and Licensee entered into a License Agreement dated February 4, 1999 which Licensor Licensed to Licensee and Licensee Licensed from Licensor the Premises described in Article 1 of the License known as "Premises and Licensee's Facility".
2. Licensor and Licensee agree on the following dates based upon the provisions of the License:
  - A. March 1, 1999, is the Commencement Date of the Initial Term of the License;
  - B. March 1, 1999, is the Rental Commencement Date of the Initial Term of the License;
  - C. February 28, 2004, is the Expiration Date of the Initial Term of the License;
  - D. November 30, 2003, is the Last Option Date of the Initial Term of the License.

The Minimum Guaranteed Rental is \$30,000.00 per annum, and will automatically escalate each July 1 by multiplying the annual license fee for the preceding year by 3.5%.

This letter will serve as written notice that construction will commence at the referenced address on approximately March 15, 1999. The initial rent payment will be mailed under separate cover.

Please acknowledge below and return the duplicate of this letter in the enclosed self addressed envelope.

Should you have any questions in regards to the rent payments, please call the Sprint, PCS lease accounting hotline number at 1-877-559-5151 and reference the site # above.

Sincerely,

Marybeth R. Nichols  
Property Manager  
(949) 623-5783

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

Date: \_\_\_\_\_

4/1/99

LICENSEE: COX PCS  
ASSETS, L.L.C.

(Agreement No. 16,892 )

CITY OF PASADENA  
LOS ANGELES COUNTY, CALIFORNIA

LICENSE AGREEMENT  
FOR  
WIRELESS TELECOMMUNICATIONS ANTENNA FACILITIES

THIS LICENSE AGREEMENT FOR WIRELESS TELECOMMUNICATIONS ANTENNA FACILITIES ("License"), effective as of the date specified in Section 35 below, is entered into by the CITY OF PASADENA, a municipal corporation ("Licensor"), and the entity named below in Section 1.A. ("Licensee").

RECITALS:

A. Licensee seeks to construct, operate and maintain radio transmitting and receiving antennas, together with other associated electronic equipment, in connection with its wireless communications business as needed to expand and to improve its wireless telecommunications service.

B. Licensor desires to improve services available to the public, to enhance communications systems within the City, and to augment its revenues by making City properties available for wireless communications infrastructure in a manner that is consistent with other public uses of its property.

C. Licensee acknowledges that City properties can provide desirable locations for the placement of antenna sites if the cost is competitive and the process for the approval of sites is expedited.

D. Licensor has determined to make certain of its properties available to wireless communications companies, on a fair and equitable basis, for use as antenna sites.

THE PARTIES AGREE AS FOLLOWS:

1. THE PARTIES AND REQUIRED NOTICES

A. The parties to this License, and their designated representatives, are as follows:

Licensor: City of Pasadena  
100 North Garfield Avenue, Room 222  
P.O. Box 7115  
Pasadena, California 91109-7215

Attn: City Engineer

Licensee: Cox PCS Assets, L.L.C., a Delaware  
limited liability company wholly owned  
by Cox Communications PCS, L.P., a  
Delaware limited partnership. Cox Communications PCS, L.P.  
shall be referred to herein as "Cox LP".

Address if by means other than courier:

P.O. Box 14607  
Irvine, California 92623-4607

Attn: Property Manager

Address if by courier:

18200 Von Karman  
6<sup>th</sup> Floor, Suite 631  
Irvine, California 92612

Attn: Property Manager

Telephone No.: 949-623-5786

Telecopier No.: 949-623-5790

B. Any notice required to be given under the provisions of this License must be in writing and may be delivered personally, by facsimile, by overnight delivery service, or by certified or registered mail with postage prepaid and return receipt requested, addressed to the other party as set forth above in paragraph A.

2. PREMISES AND LICENSEE'S FACILITIES

A. The interests in Licensor's property, both real and personal, that are subject to this License consist of the following:

1. A portion of Licensor's public right-of-way, which has been and continues to be held for future street widening purposes, generally located on the east side of Fair Oaks Avenue approximately 150 feet south of Villa Street in the City of Pasadena, County of Los Angeles, California, the legal description of which is set forth in the attached EXHIBIT A. The location and dimensions of the portion to be licensed to Licensee are delineated on the Site Diagram attached as EXHIBITS B and B-1.

2. Easements for ingress, egress, access, and utilities required by the Licensee to construct, install, operate, repair, or replace the wireless telecommunications antenna facilities referenced below in paragraph C, which easements are described in the attached engineering drawing showing the probable location of the utility easements subject to relocation as required by the utility service providers or by mutual agreement of the parties (EXHIBIT D).

B. The interests in the real and personal property described above in paragraph A are collectively referred to in this License as the "Premises."

C. The wireless telecommunications antenna facilities, and the supporting structures and improvements to be constructed or installed by Licensee on the Premises, are more fully described in the attached EXHIBIT E and are collectively referred to in this License as "Licensee's Facilities." Licensee's Facilities must be constructed or installed in compliance with all applicable "Development Criteria and Design Guidelines" that are set forth in the attached EXHIBIT F.

### 3. LICENSEE'S USE OF THE PREMISES

A. The Premises are authorized to be used by Licensee for any lawful activity in connection with the provision of wireless telecommunications services, including, without limitation, the transmission and reception of radio communication signals on various frequencies, and the construction, operation and maintenance of Licensee's Facilities described in EXHIBIT E. Licensee's use of the Premises must comply with all conditions imposed by Licensor's Zoning Administrator or City Council, and with all ordinances, laws, and regulations of any governmental entity having jurisdiction to regulate that use.

B. Prior to the Commencement Date, as defined in Section 4.A., Licensee must apply for and obtain all licenses, permits, and approvals required by all governmental agencies for Licensee's intended use of the Premises, including a business license issued by the City of Pasadena. Licensor will, at no expense to Licensor, cooperate with Licensee in providing such information concerning this License as may reasonably be requested in Licensee's efforts to obtain the required licenses, permits, and approvals.

C. Licensee has the right to construct, operate, and maintain on the Premises unmanned wireless telecommunications antenna facilities, including but not limited to radio frequency transmission lines, radio transmitting and receiving antennas, and any support structure and improvements that are described in EXHIBIT E, including emergency or back-up battery or transportable generator power, and the storage of fuel for those generators. Licensee acknowledges that it is the policy of Licensor to encourage, whenever possible, the co-location of

wireless telecommunications antenna facilities on both City-owned property and privately-owned property. If there is unused space on any support structure or within any accessory equipment facility described in EXHIBIT E, that excess space may be made available for use by other wireless telecommunications service providers, or by the Licensor in connection with any future emergency communications system, if such joint use is technically feasible. In determining such technical feasibility, the procedures set forth in EXHIBIT G will be applicable. Any final determination by the Licensee that joint use and co-location is not technically feasible will be reviewed by the Zoning Administrator and the City Engineer. Any disputes between the Licensor and Licensee regarding any proposed joint use and co-location will be resolved at a hearing to be conducted by the Board of Zoning Appeals. If the co-location of facilities on any support structure or within any accessory equipment facility subject to this License is determined to be technically feasible, appropriate amendments will be made to this License to accommodate that co-location of facilities, including adjustments in the annual license fee payable by Licensee.

D. Licensee must not hinder the joint use of the Premises by another service provider. Licensee may permit third parties to occupy space on facilities constructed by Licensee only with Licensor's prior written permission. Licensee may not allow the use of space on any portion of the Premises which, in Licensor's sole opinion, will result in interference with Licensor's operations, communications systems, microwave antennas, or other equipment. Licensee may charge a fee for the use by third parties of space on a support structure or building, under written agreements with those third parties that are within the usual parameters of industry practice. Copies of all agreements between Licensee and third parties must be provided to Licensor. For third-party co-locations situated entirely within the Premises (a "Sub-Use"), Licensee will pay Licensor fifty percent (50%) of the gross amount paid by the third party to Licensee (excluding the amount charged to the third party to compensate Licensee for all or any portion of its construction and installation costs, including engineering and entitlement expenses), or an amount equal to fifty percent (50%) of the then current license fee, whichever is greater. For third-party co-locations that require the use of City-owned property in addition to the Premises (a "Direct-Use"), Licensor will enter into a separate license agreement with the third party for those premises, the term of which will coincide with Licensee's License. Any third party seeking to co-locate with an existing licensee on the Premises, whether under a Sub-Use or a Direct-Use, will be required to comply with all of the Licensor's review procedures and to obtain all necessary approvals.

Licensee shall have the right to sublicense the Premises to Cox LP or to otherwise permit Cox LP to use the Premises without charge and to exercise all of the rights of the Licensee hereunder, in which case the term Licensee shall be deemed to refer also to Cox LP and references to Licensee's Facilities or Licensee's facilities and equipment shall be deemed to refer to the facilities and equipment of Cox LP. Neither Licensee nor Cox LP shall be required to pay Licensor any additional fee or compensation for use of the Premises by Cox LP under permission of, or assignment from, Licensee. In the absence of a specific written agreement by the Licensor, no such sublicense or permission to use the Premises granted to Cox LP shall be deemed to relieve the Licensee from any obligations under this License.

E. Licensee's use of Licensee's Facilities is limited to the provision of wireless telecommunications services using wireless telecommunications antenna facilities. The term



"wireless telecommunications services," as used in this License, means the following: the transmission and reception of radio communications signals on various frequencies, and the construction, maintenance, and operation of related communications facilities. If other or different services are proposed to be provided by Licensee, the parties will meet and confer to determine whether those services may be authorized and, if so, whether any renegotiation and amendment of this License may be required.

F. Licensee covenants and agrees that its Facilities will at all times during the term of this License meet the radio frequency power density exposure standards of the Federal Communications Commission ("FCC"), as the same may be amended from time to time. Licensee further covenants and agrees to conduct annually during the term of this License, commencing with the first anniversary of the Commencement Date and continuing thereafter on each subsequent anniversary thereof, radio frequency power density computations for the Licensee's Facilities in accordance with the methodology and procedure described on EXHIBIT D or such other methodology and procedures as the FCC may require for such Facilities. Not later than thirty (30) days after the end of each anniversary of the Commencement Date, Licensee shall deliver to Licensor's designated representative the results of such computations along with Licensee's certificate, which has been fully executed by Licensee, together with any and all other documents that Licensor may require, certifying that the Facilities meet or exceed the FCC exposure standards.

#### 4. TERM

A. The initial term ("Initial Term") of this License is five (5) years commencing upon the earlier of (i) March 1, 1999; or (ii) the date of issuance of a building permit by Licensor's Building Official that authorizes the construction of Licensee's Facilities on the Premises. That date is referred to in this License as the "Commencement Date."

B. Licensee has the option to extend the term of this License for three (3) additional terms ("Renewal Term") of five (5) years each. Except as specifically set forth in this License, the terms and conditions of each Renewal Term will be the same. Licensee must give Licensor written notice of its intention to extend the term of this License at least ninety (90) days prior to the date that the then current Initial Term or Renewal Term would otherwise end.

#### 5. LICENSE FEE

A. The first annual license fee will be paid to Licensor within five (5) days after the Commencement Date and the license fee for the first partial year will be an amount determined by prorating the annual license fee of Thirty Thousand Dollars (\$30,000) over the period from the Commencement Date through June 30, 1999. Thereafter, Licensee will make an annual license fee payment of Thirty Thousand Dollars (\$30,000) payable in advance on each July 1<sup>st</sup> during the term hereof, adjusted as provided for in paragraph C below. Payments must be mailed to: Accounts Receivable, Department of Finance, 100 N. Garfield Avenue, Room 345, Pasadena, California 91109-7215.

B. Except as otherwise provided in subsection 3 of Paragraph 19.B. of this Agreement, if this License is terminated for any reason other than a default and breach by Licensee under any provision of Section 17, then Licensor must refund to Licensee the unused portion of the annual license fee that was paid by the Licensee for the year in which such termination occurs.

C. Commencing on the first day of July following the Commencement Date, and thereafter on each July 1 during the term of this License, the annual license fee will be automatically increased by multiplying the annual license fee for the preceding year by three and one-half percent (3.5 %).

D. If Licensee fails to pay the annual license fee within ten (10) days of the due date, the past-due license fee will bear interest from the date due until paid at the lesser of (i) twelve percent (12%) per annum, or (ii) the maximum rate permitted under California or federal law, if the twelve percent (12%) rate exceeds that maximum.

E. If Licensee occupies the Premises for fifteen (15) years, then prior to the commencement of the sixteenth year the parties will renegotiate the base annual license fee to reflect the fair market value of the Premises. However, in no event will the annual license fee be less than it was in the immediately preceding year. If the parties cannot agree on a new base annual license fee, the matter will be submitted to a mutually agreeable appraiser who is a Member of the Appraisal Institute ("MAI") for a binding determination.

F. Upon the expiration or other termination of this License, Licensee must peacefully vacate the Premises and leave them in as good condition as the same were on the Commencement Date, except for reasonable wear and tear and damage not caused by Licensee; provided, however, that Licensee hereby agrees to and shall at its own cost and expense and at the election of Licensor either (1) leave in place Licensee's light standard and connect it to Licensor's established power source to the satisfaction of Licensor, or (2) remove and discard Licensee's light standard and install a new light standard in accordance with plans and specifications and within a time period approved by Licensor. If Licensee fails to promptly remove all of its facilities and equipment from the Premises within thirty (30) days after expiration or earlier termination of the term, Licensor may, after five (5) days' prior written notice to Licensee, remove the same. Any such removal will be without any liability to Licensor for any damage to such equipment or facilities that may result from reasonable efforts of removal. Licensee must pay to Licensor on demand all reasonable costs incurred by Licensor in removing and storing such equipment and facilities prior to their retrieval by Licensee. Licensor has no obligation to store such equipment and facilities, and Licensee will have no claim if Licensor destroys any equipment or facilities that are not removed by Licensee.

G. If Licensee continues in possession of the Premises after the termination of this License, whether the termination occurs by lapse of time or otherwise, such holding over, unless otherwise agreed to by Licensor in writing, will constitute and be construed as a tenancy at will. The monthly license fee for that tenancy will be equal to twelve and one-half percent (12.5 %) of the annual license fee paid during the preceding year and will be subject to all other terms of this License, including the annual percentage increase.

## 6. TAXES AND ASSESSMENTS

Licensee must pay all real estate taxes, possessory interest taxes, and other taxes, fees, and assessments attributable to Licensee's use of the Premises and to all equipment and facilities placed on the Premises, as well as any improvements constructed by Licensee on the Premises.

## 7. UTILITIES

Licensee has the right, at Licensee's sole cost and expense, to install utilities on the Premises, and to bring utilities across Licensor's adjacent real property, in order to service the Premises and Licensee's Facilities, subject to Licensor's approval of proposed utility routes and the manner of installation. Licensee must obtain electrical power directly from Licensor's established power source and promptly pay for all utilities furnished to the Premises. If practicable, Licensee shall install at Licensee's expense a separate electric meter and pay for electricity directly. If a separate meter is not practicable, Licensee shall install at Licensee's expense a submeter measuring Licensee's electrical consumption from Licensor's electrical lines and switchgear, and Licensee shall reimburse to Licensor, within thirty (30) days after receipt of invoice and a copy of the applicable utility company's bill to Licensor, the cost of Licensee's actual electrical consumption based on submeter readings and the then-current utility rates.

## 8. ACCESS FOR INSPECTIONS, CONSTRUCTION, AND MAINTENANCE

A. At any time following the execution of this License and prior to the Commencement Date, Licensee has the right to enter the Premises for the purpose of conducting inspections, environmental reviews, engineering surveys, soil tests, and any other tests (collectively "Tests") that Licensee deems desirable to determine the suitability of the Premises for Licensee's Facilities and for the purpose of preparing for the construction of Licensee's Facilities. During any Tests or preconstruction work, Licensee will have insurance coverage as required by Section 15. Licensee will notify Licensor of any proposed Tests or preconstruction work and will coordinate the scheduling of same with Licensor. If, prior to the Commencement Date, Licensee determines that the Premises are unsuitable for Licensee's intended use, then Licensee may elect to terminate this License. Based upon these rights of access, inspection, and termination afforded to Licensee, Licensor makes no representations or warranties concerning the presence of hazardous materials, hazardous substances, or hazardous wastes on or near the Premises. To the best of Licensor's knowledge, no such materials, substances, or wastes exist on or near the Premises as of the Effective Date of this License.

B. In connection with the construction, operation, and maintenance of Licensee's Facilities, Licensee has the right to do all work necessary to prepare the Premises for the construction and installation of Licensee's Facilities, including the installation of utility lines and transmission lines connecting antennas to transmitters and receivers. All of Licensee's construction and installation work will be performed at Licensee's sole expense, in a good and workmanlike manner, in compliance with approved plans and specifications, and in accordance with all applicable governmental permits, laws, ordinances, and regulations.



C. Licensor will provide access to the Premises to Licensee, its employees, agents, contractors and subcontractors, twenty-four (24) hours a day, seven (7) days a week, at no charge to Licensee. Licensor represents that it has full rights of ingress to and egress from the Premises, and Licensor grants those rights to Licensee to the extent required to construct, install, operate, and maintain Licensee's Facilities on the Premises. Licensee's exercise of these rights must not cause undue inconvenience to Licensor.

D. Licensor will maintain all public access roadways from the nearest public roadway to the Premises in a manner sufficient to provide access. Licensor is responsible for maintaining these roadways, at its sole expense, except for any damage caused by Licensee's use of these roadways, which damage must be promptly repaired by Licensee.

## 9. CONDITIONS FOR CONSTRUCTION OF LICENSEE'S FACILITIES

A. No later than four (4) months after the Effective Date of this License, Licensee must submit for Licensor's approval a Schedule of Construction of Facilities. The schedule must include sufficient detail for Licensor to determine the time and locations of construction activities. The schedule must set forth the anticipated time frame of identifiable tasks required for construction purposes, as identified by the Licensor's City Engineer.

B. Licensee must provide to Licensor detailed plans and specifications of the proposed construction which have been approved by the City's Building Official, and such other information as may be required in writing by Licensor's City Engineer, no later than seven (7) days prior to the commencement of construction.

C. During construction, Licensee must submit to Licensor periodic progress reports describing in detail the status of construction in relation to the Schedule of Construction of Facilities required above in paragraph A. The first report must be submitted within thirty (30) days of commencement of construction, and it must be updated each thirty (30) days thereafter.

D. Licensee must provide Licensor a complete set of improvement drawings within sixty (60) days after completion of construction of Licensee's Facilities.

E. Licensee will, at its sole expense, construct Licensee's Facilities and will pay to the Licensor all costs incurred by Licensor in connection with that construction, including, without limitation, costs and fees for building permits, plan checking, inspections, water used for construction, location of utilities, and any repairs made by Licensor due to construction damage. Licensee is responsible for any damage caused by the construction, including but not limited to damage to public right-of-way, private property, streets, existing utilities, curbs, gutters, sidewalks, street light and traffic signal systems, and any premature deterioration of the above. Licensee will pay Licensor any costs incurred, and will complete the restoration or repair of any damage caused by the construction within thirty (30) days from the date of written notice from Licensor.

F. Licensee's installation, and any subsequent alteration, of Licensee's Facilities must comply with all applicable local, state, and federal laws and regulations, including

construction standards and uniform codes. All structural work or reinforcement on an improvement must be approved by a licensed structural engineer at Licensee's sole cost and expense. During construction, Licensee must perform all work in such a manner as not to unreasonably interfere with services provided by Licensor or by any pre-existing third parties.

G. It is Licensee's responsibility to verify the location of all existing utilities. Licensee must exercise due caution to ensure that underground irrigation systems, electrical systems, traffic signal facilities, and other utilities are not damaged during construction. During any authorized excavation, appropriate techniques must be employed that safeguard all existing utilities and underground facilities, including contacts with Underground Services Alert ("U.S.A.").

H. Licensee guarantees the first-class quality of all construction and of all materials and equipment used or installed.

I. Licensee may, at its sole expense, contract with a third party ("Contractor") for the construction of Licensee's Facilities. Any such Contractor must construct Licensee's Facilities in accordance with the terms of this License. Notwithstanding any contractual arrangement that Licensee may enter into with a Contractor, Licensee will remain responsible for compliance with the terms of this License.

J. Licensee must keep the Premises free from all liens and stop notices arising from any work performed, materials furnished, or obligations incurred by or at the request of Licensee. If any lien or stop notice is filed against the Premises as a result of the acts or omissions of Licensee, or Licensee's employees, agents, or contractors, Licensee must discharge, bond, or otherwise secure the same to Licensor's reasonable satisfaction within thirty (30) days after Licensee has notice that the lien or stop notice has been filed. If Licensee fails to commence steps to discharge, bond or secure any lien or stop notice within such thirty (30) day period, then, in addition to any other right or remedy, Licensor may, at its election, upon five (5) days' prior written notice to Licensee, discharge the lien or stop notice by either paying the amount claimed to be due, or obtaining the discharge by deposit with a court or a title company, or by bonding. Licensee must pay on demand any amount so paid by Licensor to discharge or satisfy any lien or stop notice, and all reasonable attorneys' fees and other legal expenses of Licensor incurred in defending any action or in obtaining the discharge of such lien, together with all reasonable disbursements.

#### 10. MAINTENANCE OF LICENSEE'S FACILITIES

Except for the luminaire attached to the street light pole and the street light connectors, which shall be the responsibility of the Licensor to maintain, Licensee must, during the term of this License, at its sole cost and expense, maintain the Premises and all improvements in good condition and repair, ordinary wear and tear excepted, and in compliance with all applicable laws, rules, ordinances, orders, and regulations of (i) federal, state, county and municipal governmental agencies having or claiming jurisdiction, and their respective departments, bureaus, and officials; (ii) all insurance companies insuring all or part of the Premises, or the improvements thereon, or both.

## 11. TITLE AND QUIET ENJOYMENT

A. Title to Licensee's Facilities placed on the Premises will be held by Licensee, and Licensee's Facilities will not be deemed to be fixtures. Except as otherwise provided in Subparagraph F of Section 5 of this License, Licensee must remove all of Licensee's Facilities at its sole expense on or before the expiration or termination of the License, and restore the Premises to their original condition, ordinary wear and tear excepted.

B. At all times during the term of this License, Licensee's quiet enjoyment of the Premises will not be disturbed so long as Licensee is not in default.

C. Licensor represents to Licensee that (i) it has good and unencumbered title to the Premises, free and clear of any liens or mortgages, except those disclosed to Licensee that will not interfere with Licensee's intended use of the Premises; and (ii) execution and performance of this License will not violate any laws, ordinances, or covenants, or the provisions of any mortgage, lease, or other agreement binding on Licensor.

## 12. INTERFERENCE

A. Except as authorized by this License, Licensee must not use the Premises in any manner that materially interferes with the Licensor's use of adjacent real property, or with lessees and licensees of Licensor having rights prior in time to the date of this License. Specifically, Licensee's Facilities must not materially disturb the communications configurations, equipment, or frequencies existing on or adjacent to Licensor's real property on the Commencement Date, and Licensee's Facilities must comply with all noninterference rules of the Federal Communications Commission.

B. After the Effective Date, Licensor will not authorize the use of any portion of Licensor's real property in a manner that materially interferes with the wireless telecommunications services provided by Licensee's Facilities, as described in Section 3. Any such material interference with Licensee's wireless telecommunications services may be deemed a material breach by Licensor, and Licensor will be responsible for the prompt elimination of that interference within a period of seventy-two (72) hours after receipt of written notice from Licensee. In addition to its other remedies, Licensee may elect to terminate this License if such interference is not eliminated within that seventy-two (72)hour period.

## 13. REMOVAL OR RELOCATION OF LICENSEE'S FACILITIES

A. If all or any portion of Licensee's Facilities are no longer in service, Licensee must notify Licensor within thirty (30) days and must promptly remove those Facilities at its own expense, in the manner set forth in Section 5.F. of this License. A security deposit equal to the license fee for one month will be paid to Licensor by Licensee to secure this obligation. This security deposit will be paid to Licensor within five (5) days after the Commencement Date.

B. If all or any portion of the Premises occupied by Licensee's Facilities is required for Licensor's purposes, Licensor has the right to relocate the Premises to another part of Licensor's adjacent real property, or to another location, in accordance with the following:

1. The new Premises must be substantially the same in size, nature and utility for Licensee's business as the Premises described in this License, and must be placed in that condition by Licensor at its cost.

2. The physical relocation of Licensee's Facilities will be accomplished by Licensor at its cost.

3. Licensor will give Licensee at least one hundred eighty (180) days' notice of Licensor's intention to relocate Licensee's Facilities.

4. Licensor will use its best efforts to make available a temporary location during the physical relocation.

5. The license fee will abate in full from the time the physical relocation commences to the time it is completed.

6. The parties will immediately execute an amendment to this License relating to the relocation of Licensee's Facilities and the abatement of the license fee.

7. Licensee will not be entitled to any relocation assistance payments under California Government Code Sections 7260 et seq. or under federal law (42 U.S.C.A. 4601 et seq.). Licensee agrees it will not file or pursue any claim for relocation assistance payments under these or similar statutes.

#### 14. INDEMNIFICATION

A. Licensee will indemnify, defend, and hold Licensor harmless from and against any and all claims, actions, damages, liability and expense (including reasonable attorneys' fees, costs and disbursements) in connection with the loss of life, personal injury, or damage to property, attributable to or arising out of: (i) the equipment that Licensee installs on Licensor's property and Licensee's Facilities; (ii) any occurrence in, upon or at the Premises, or elsewhere on the property of which the Premises are a part, to the extent caused by the negligent or willful misconduct of Licensee, or its employees, agents, or contractors; (iii) any occurrence occasioned by the violation of any law, regulation or ordinance by Licensee or its agents, employees, or contractors; or (iv) Licensee's default under this License. The provisions of this Section 14.A. will survive the expiration or termination of this License with respect to any damage, personal injury, or death that occurs before such expiration or termination.

B. Licensee specifically agrees to indemnify, defend, and hold Licensor harmless from all claims of injury or damage arising from Licensee's equipment and operations, including all claims allegedly attributable to electromagnetic fields (EMFs) caused by Licensee's equipment or operations.



## 15. INSURANCE

A. Licensee must obtain and maintain during the term of this License, at its own cost and expense, the following insurance:

1. "All Risk" insurance for Licensee's property located at the Premises.
2. Commercial general liability insurance having a minimum limit of liability of \$5,000,000 for each injury or death arising out of one occurrence and \$5,000,000 for damage to property from any one occurrence, and excess/umbrella coverage of \$5,000,000.
3. A comprehensive automobile liability insurance policy with limits of not less than \$1,000,000 per occurrence.

B. Licensee must maintain the insurance policies required in paragraph A above during the term of this License. The commercial general liability insurance policy must name the Licensor, its officers and employees, as additional insureds. Each policy of insurance must provide primary coverage on an occurrence basis and be issued by a company admitted in California and rated at least "A:X" in the latest Best's Insurance Guide. Each policy must provide that it will not be canceled or reduced in coverage without thirty (30) days' prior written notice to Licensor. Each policy must also provide that if Licensor, or its officers or employees, have other insurance against loss covered by Licensee's policy, the Licensor's insurance will be solely excess insurance.

C. Licensee must comply with all State requirements relating to Workers' Compensation Insurance and provide it to Licensee's employees.

D. Licensee will obtain and maintain during the term of this License Employer's Liability Insurance having a limit of not less than \$1,000,000 for each accident.

E. Licensee must file Certificates of Insurance with the Licensor, in a form satisfactory to Licensor's City Attorney, evidencing the insurance coverage required by this Section 15, prior to the Commencement Date and prior to the Licensee's exercise of any rights under Section 8 above.

F. Licensee has the right to self-insure with respect to any of the insurance requirements referenced above, subject to the approval of the Licensor's City Attorney.

## 16. FORCE MAJEURE

If either Licensor or Licensee is delayed in or prevented from the performance of any act required hereunder by reason of acts of God, governmental restrictions, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this License), or by any other cause that is without fault and beyond the control of the party obligated (excluding financial incapacity), then the performance of that act will be excused for the period of the delay, and the period for the performance of that act will be extended for a period



equivalent to the period of that delay. Nothing in this section will excuse Licensee from the prompt payment of any license fees, taxes, insurance premiums, or any other charges that are required of Licensee.

#### 17. DEFAULT BY LICENSEE

The occurrence of any one or more of the following events constitutes an event of default and breach of this License by Licensee: (i) The abandonment (as defined by California law) of the Premises by Licensee; (ii) The failure by Licensee to make any payment of the license fee or any other payment required to be made by Licensee hereunder, as and when due, where that failure continues for a period of 10 business days after written notice is sent by Licensor to Licensee; (iii) The failure by Licensee to observe or perform any of the covenants, conditions or provisions of this License to be observed or performed by the Licensee, other than described in subsection (ii), where that failure continues for a period of thirty (30) days after written notice thereof by Licensor to Licensee; provided, however, that if the nature of Licensee's default is such that more than thirty (30) days are reasonably required for its cure, then Licensee will not be deemed to be in default if Licensee commences that cure within the thirty (30) day period and thereafter diligently prosecutes that cure to completion; (iv) The making by Licensee of any general assignment or general arrangement for the benefit of creditors; or unless prohibited by Bankruptcy Law or other paramount law, the filing by or against Licensee of a petition to have Licensee adjudged a bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Licensee, the same is dismissed within 60 days); or the appointment of a trustee or a receiver to take possession of substantially all of Licensee's assets located at the Premises or of Licensee's interest in this License, where possession is not restored to Licensee within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Licensee's assets located at the Premises or of Licensee's interest in this License, where that seizure is not discharged within thirty (30) days.

#### 18. REMEDIES ON DEFAULT BY LICENSEE

Upon any default or breach by Licensee as referenced in Section 17, Licensor may at any time thereafter, in its sole discretion, with or without notice or demand and without limiting Licensor in the exercise of a right or remedy which Licensor may have by reason of that default or breach: (i) Terminate Licensee's right to possession of the Premises by any lawful means, in which case this License will terminate and Licensee will immediately surrender possession of the Premises to Licensor. In that event, Licensor is entitled to recover from Licensee all damages incurred by Licensor by reason of Licensee's default including, but not limited to, the cost of recovering possession of the Premises; expenses of relicensing, including necessary renovation and alteration of the Premises; and reasonable attorney's fees; or (ii) Pursue any other remedy now or hereafter available to Licensor under the laws or judicial decisions of the State of California.

19. LICENSEE'S REMEDIES AND LIMITED TERMINATION RIGHTS

A. This License Agreement shall not be revoked or terminated during the Term and any Renewal Term except as expressly stated in this License Agreement.

B. This License Agreement may be terminated by Licensee on thirty (30) days prior written notice to Licensor (or any shorter notice expressly set forth below), if:

1. Licensee delivers to Licensor such thirty (30) day written notice at any time prior to the Commencement Date, for any reason or no reason;

2. Licensee determines at any time prior to the Commencement Date that any governmental or non-governmental license, permit, consent, approval, easement or restriction waiver that is necessary to enable Licensee or Cox LP to install and operate Licensee's Facility cannot be obtained at acceptable expense or in an acceptable time period;

3. Licensee determines at any time after the Commencement Date that the Premises are not appropriate or suitable for its or Cox LP's operations for economic, environmental or technological reasons, including without limitation, any ruling or directive of the FCC or other governmental or regulatory agency, or problems with signal strength or interference not encompassed by subsection 4 below, provided that the right to terminate under this subsection 3 is exercisable only if Licensee pays Licensor as a termination fee the lesser of six (6) monthly unearned installments of the Annual Fee or the unearned installments due for the remaining term of this License Agreement;

4. Any Pre-existing Communications Facilities or any communications facilities or other structures of any kind now or hereafter located on or in the vicinity of Licensor's Property, interfere with Licensee's Facility and Licensee is unable to correct such interference through reasonably feasible means;

5. Licensor commits a default under this License Agreement and fails to cure such default within the thirty (30) day notice period, provided that if the period to diligently cure takes longer than thirty (30) days and Licensor commences to cure the default within the thirty (30) day notice period, then Licensor shall have such additional time as shall be reasonably necessary to diligently effect a complete cure; or

6. The Premises are totally or partially destroyed by fire or other casualty so as, in Licensee's judgment, to hinder Licensees or Cox LP's normal operations and Licensor does not provide to Licensee within ten (10) days after the casualty occurs a suitable temporary relocation site for Licensee's Facility pending repair and restoration of the Premises.

C. This License Agreement may be terminated by Licensor if:

1. Licensee commits a default under this License Agreement and fails to cure such default within (a) ten (10) business days after Licensee receives written notice of the default where the default is a failure to pay an Annual Fee installment when due, or (b) thirty (30) days after Licensee receives written notice of any other default and fails to cure such default provided that if the period to cure takes longer than thirty (30) days and Licensee commences to cure the default within the thirty (30)-day notice period, then Licensee shall have such additional time as shall be reasonably necessary to diligently effect a complete cure; or

2. The Premises or Licensor's Property is wholly or partially damaged or destroyed, Licensor intends to effect repair but cannot practicably do so while Licensee remains in possession of the Premises, the reasonably estimated time to effect repair will exceed ninety (90) days and Licensor and Licensee are unable to identify a temporary site pursuant to Section 34.B.

D. Upon termination, neither party shall have any further rights, obligations or liabilities to the other except (1) with respect to provisions of this License which by their sense and context survive termination; (2) where termination is by reason of breach or default of the other party; and (3) with respect to the rights and remedies of the parties relating to the period prior to termination.

E. Upon any termination by Licensee authorized under Sections 8. A, 12. B, 19.B, or 21, the written notice of termination sent to Licensor by Licensee must be accompanied by a release and reconveyance of all of Licensee's interest in Licensor's Premises.

## 20. PROHIBITED USES

A. The following activities are prohibited on the Premises:

1. Unlawful use or storage of any hazardous substance or hazardous chemical, as those terms are used in CERCLA [42 U.S.C. §9601 (14)] or SARA [42 U.S.C. § 110211 (e)] or any similar federal or state law, or any pesticide, petroleum product, or fuel; except materials that are packaged and purchased for consumer use in containers not exceeding one gallon, or fuel in a vehicle fuel tank. Use of pesticides must be minimized, and may be applied only by authorized personnel and in accordance with all applicable laws, regulations, and label instructions. All aerial applications are prohibited.

2. Accumulation, storage, treatment, or disposal of any waste material; excepting only temporary storage, not to exceed fourteen (14) days, of nonhazardous solid waste generated by activities on the Premises for pick up by municipal or licensed commercial refuse service, and lawful use of sanitary sewers, if any, for domestic sewage.

3. Maintenance of equipment (excluding communications equipment and back-up power sources, such as batteries and generators, operated pursuant to this License, or vehicles); the installation or construction of vessels, tanks (stationary or mobile), dikes, sumps,

or ponds; and any activity for which a license or permit is required from any government agency for (1) transportation, storage, treatment, or disposal of any waste, or (2) discharge of any pollutant, including but not limited to discharge to air or to water or sewer systems.

B. Any spill attributable to Licensee's equipment or Facilities that results in a release of a hazardous material to the air, soil, surface water, or groundwater in violation of applicable law must be immediately reported to Licensor, as well as to appropriate government agencies. That spill must be promptly cleaned up and the Premises (including soils, surface water, and groundwater) restored to its condition as it existed immediately prior to such spill or release, all in accordance with applicable law.

C. If Licensee desires to use pesticides on the Premises (either herbicides, rodenticide, or insecticides), then all applicable Environmental Protection Agency (EPA) standards must be met, and prior approval must be received from Licensor. Licensor reserves the right to disapprove the use of any pesticide. Licensee must obtain all required county, state or federal permits, and must comply with all conditions of those permits. Licensee must submit to the Licensor a copy of all such permits.

## 21. EMINENT DOMAIN

A. If all or any part of the Premises is taken or appropriated by any authority under the power of eminent domain, either party has the right, at its option, within sixty (60) days after that taking, to terminate this License upon thirty (30) days' prior written notice. If neither party elects to terminate as herein provided, the license fee thereafter to be paid will be equitably reduced. In the event of any taking or appropriation whatsoever, Licensor is entitled to all awards or settlements that may be given (other than awards for the taking of Licensee's Facilities or other personal property), and Licensee will have no claim against Licensor for the value of any unexpired term of this License.

B. As of the Effective Date of this License, Licensor represents to Licensee that it has no knowledge of any governmental agency that intends to exercise its power of eminent domain for any public project that would prevent Licensee from using the Premises as contemplated by this License.

## 22. WAIVER

Failure on the part of either party to enforce any provision of this License may not be construed as a waiver of the right to compel enforcement of that provision, or any other provision.

## 23. LICENSOR'S CONSENT OR APPROVAL

Neither Licensor's execution of this License nor any consent or approval given by Licensor under this License in its capacity as Licensor will waive, abridge, impair, or otherwise affect Licensor's powers and duties as a governmental entity. Any requirements under this License that Licensee obtain consents or approvals of Licensor are in addition to and not in lieu

of any requirements of law that Lessee obtain approvals or permits. However, Licensor will endeavor to coordinate its procedures for giving contractual and governmental approvals so that Licensee's requests and applications are not unreasonably denied or delayed.

24. **BROKERS**

If either party is represented by a real estate broker in the negotiation or consummation of this License, that fact has been disclosed to the other party, and the party using that broker is solely responsible for any fee due the broker and will hold the other party harmless from any claims from that broker for commissions or other compensation.

25. **SUCCESSORS AND ASSIGNS**

This License is binding upon and inures to the benefit of each of the parties and their authorized successors, assigns, and transferees.

26. **PARTIAL INVALIDITY**

Any provision of this License that may be determined to be invalid, void, or illegal will in no way affect, impair or invalidate any other provisions of the License, and those other provisions will remain in full force and effect.

27. **ENTIRE AGREEMENT**

This License constitutes the entire agreement between the parties relating to its subject matter. There are no representations, agreements, or understandings, whether oral or written, between the parties relating to the subject matter of this License that are not fully expressed in this License. This License is deemed to be equally drafted by both parties.

28. **MODIFICATION**

A. This License may be modified by a writing signed by both parties.

B. This License is subject to such changes or modifications as may be required by any state or federal regulatory commission in the exercise of its lawful jurisdiction.

29. **GOVERNING LAW AND ATTORNEYS' FEES**

A. Any disputes regarding this License will be resolved according to the laws of the State of California. Any legal proceedings will be initiated in the courts of the County of Los Angeles, State of California, irrespective of any other possible jurisdictional venues.

B. The prevailing party in any action brought to enforce the terms of this License, or in any action arising out of this License, may recover from the other party the costs and attorneys' fees incurred in that action.



C. Licensee must comply with all applicable federal, state, and local laws and regulations, including, without limitation, all applicable laws and regulations relating to environmental protection, such as statutes or ordinances pertaining to noise, fire, hazardous wastes, traffic, visual impacts, and storm water runoff.

### 30. ASSIGNMENT AND SUBLETTING

A. This License is personal to Licensee. Notwithstanding any provision of this License Agreement to the contrary, and except as provided otherwise in subsection C below, Licensee shall not voluntarily assign this License Agreement without the prior written approval (or deemed approval under subsection B below) of Licensor.

B. If Licensee desires; at any time to assign this License Agreement, it shall first deliver to Licensor (1) a written request for approval, (2) the name, address and most recent financial statements of the proposed assignee, and (3) the proposed instrument of assignment which shall include a written assumption by the assignee of all obligations of Licensee under this License Agreement arising from and after the effective date of assignment. Licensor shall approve or disapprove a proposed assignment within thirty (30) days after Licensee delivers such items to Licensor. If for any reason Licensee does not receive from Licensor written notice of disapproval setting forth Licensor's reasons for disapproval within thirty (30) days after Licensee delivers such items to Licensor, the proposed assignment shall be deemed approved.

C. Notwithstanding subsection A above, Licensee may, without Licensor's approval and in Licensee's sole discretion, from time to time, do any of the following:

1. grant to any person or entity a security interest in some or all of Licensee's Facility and/or other property used or to be used in connection with this License Agreement;
2. assign or pledge Licensee's interest in this License Agreement to any person or entity to finance Licensee's equipment or operate Licensee's business;
3. sublicense the Premises to Cox LP or otherwise permit Cox LP to use the Premises as provided in this License Agreement (in which case Licensee's Facility is deemed to mean the communications equipment of Cox LP installed on the Premises); and
4. assign (a) to any entity which has, directly or indirectly, a thirty percent (30%) or greater interest in Licensee (a "Parent") or in which Licensee or a Parent has a thirty percent (30%) or greater interest (an "Affiliate"); (b) to any entity with which Licensee and/or any Affiliate may merge or consolidate; (c) to a buyer of substantially all of the outstanding ownership units or assets of Licensee or any Affiliate; or (d) to the holder or transferee of the FCC license under which Licensee's Facility is operated, upon FCC approval of any such transfer. Any such assignment shall not be effective until the assignee signs and delivers to Licensor a document in which the assignee assumes responsibility for all of Licensee's obligations under this License Agreement arising from and after the effective date of assignment.

31. MEMORANDUM OF LICENSE

Upon request of the Licensee, Licensor and Licensee will execute and have acknowledged a memorandum of license, in form and substance satisfactory to legal counsel for the respective parties, and suitable for recording. Licensee will bear the cost of all recording charges associated with recording all documents required or authorized to be recorded under this License.

32. FURTHER DOCUMENTS

From and after the Effective Date of this License, each of the parties will promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged and delivered, all instruments or documents that may reasonably be requested by the other party to carry out the purpose and intent of this License.

33. AUTHORITY

Licensor and Licensee each represent that the persons executing this License on their behalf have full power and authority to execute this License, and that each entity executing this License is duly authorized to enter into this License.

34. DESTRUCTION OF PREMISES

A. If the Premises or Licensor's Property is damaged or destroyed so as, in Licensee's judgment to hinder Licensee's or Cox LP's normal operations, the Annual Fee shall abate in full from the date damage or destruction occurs until Licensee or Cox LP is able to commence normal operations at the Premises, unless Licensee is able to use a temporary site (as described in subsection B of this Paragraph 34) in which event the Annual Fee shall abate only during the period of time that Licensee's or Cox LP's normal operations are hindered due to said damage or destruction.

B. If Licensee's or Cox LP's normal operations are hindered due to damage or destruction, Licensor shall use reasonable efforts to identify and make available to Licensee, within ten (10) days following the damage or destruction, a temporary site on Licensor's Property (or on other property Licensor owns or controls in the vicinity) which in Licensee's judgment is equally suitable for Licensee's intended uses. Licensee may construct and operate a substitute mobile communications facility thereon until the Premises are fully repaired and available to Licensee.

C. Licensor and Licensee waive any statutory rights to terminate this License Agreement on account of damage or destruction of the Licensor's Property or the Premises.

35. EFFECTIVE DATE OF THE LICENSE


This License is effective as of the date that it is executed by a duly authorized officer or employee of the Licensor ("Effective Date"), it being the intention of the parties that the

Licensee will first execute this License and thereafter submit it to Licensor; provided, however, that Licensee's right to possession of the Premises shall terminate in which case this License will terminate and be of no further force or effect and Licensee will immediately surrender possession of the Premises if Licensee fails to furnish to Licensor within forty-five (45) days after the Effective Date a certified copy of a certificate of the Licensee which specifically authorizes the named person (or persons) to sign this License and bind Licensee thereto. Two fully executed counterparts will be transmitted by the Licensor to the Licensee.

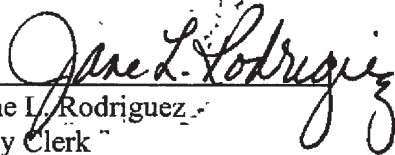
TO EFFECTUATE THIS LICENSE, the parties have caused this License to be executed by their duly authorized representatives as of the dates set forth below their respective signatures.

"LICENSOR"


CITY OF PASADENA

By:   
Name: Robert Pearson  
Title: Assistant to the City Manager  
Date: 2/4, 1998.

ATTEST:

  
Jane L. Rodriguez  
City Clerk

APPROVED AS TO FORM:

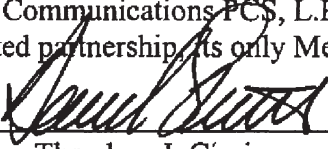
 2/4/98  
Assistant City Attorney

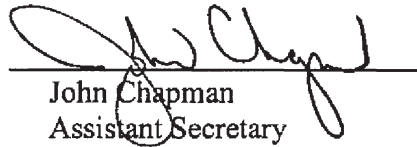
[Signatures continued on next succeeding page.]

"LICENSEE"

COX PCS ASSETS, L.L.C., a Delaware limited liability company

By: Cox Communications PCS, L.P., a Delaware limited partnership, its only Member

By:   
~~Theodore J. Carrier~~ **David T. Stevens**  
~~Vice President of Operations and~~ **President West Region**  
~~Integration~~

By:   
John Chapman  
Assistant Secretary

Date: December 31, 1998.

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

All that certain real property situated in the City of Pasadena, County of Los Angeles, State of California, described as follows:

The following four Parcel descriptions define the locations of the 'Licensed Premises', more specifically described as: Parcel 1 - The Lease Area, Parcel 2 - An underground cable, and Parcel 3 - A monopole/light standard, Parcel 4 - Utilities Trench. The Parcels are located in the City of Pasadena, County of Los Angeles, State of California.

**PARCEL 1**

Beginning at the centerline intersection of Villa Street and Fair Oaks Avenue; thence, S 00°31'32" E along the Fair Oaks Avenue centerline 167.24'; thence, N 89°28'28" E 60' to a point on the easterly right-of-way line of Fair Oaks Avenue henceforth labeled Point A, also being the TRUE POINT OF BEGINNING, thence,

1<sup>st</sup> S 00°31'32" E 23.83'; thence,

2<sup>nd</sup> S 89°28'28" W 10.08'; thence,

3<sup>rd</sup> N 00°31'32" W 23.83'; thence,

4<sup>th</sup> N 89°28'28" E 10.08' returning to the true point of beginning.

**PARCEL 2**

Beginning at Point 'A' as described in Parcel 1 above; thence S 89°28'28" W 10.08'; thence, S 00°31'32" E 15.17' to a point on the centerline of a 3' wide strip, henceforth labeled Point B also being the TRUE POINT OF BEGINNING; thence,

1<sup>st</sup> N 63°24'17" W 20.85'; thence,

2<sup>nd</sup> S 84°27'48" W 7.61'.

**PARCEL 3**

Being a circle with a diameter of 6', the center of which is described as follows.

Beginning at Point B as described in Parcel 2 above; thence, N 63°24'17" W 20.85'; thence S 84°27'48" W 7.61' to said center point.



EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

All that certain real property situated in the City of Pasadena, County of Los Angeles, State of California, described as follows:

**PARCEL 4**

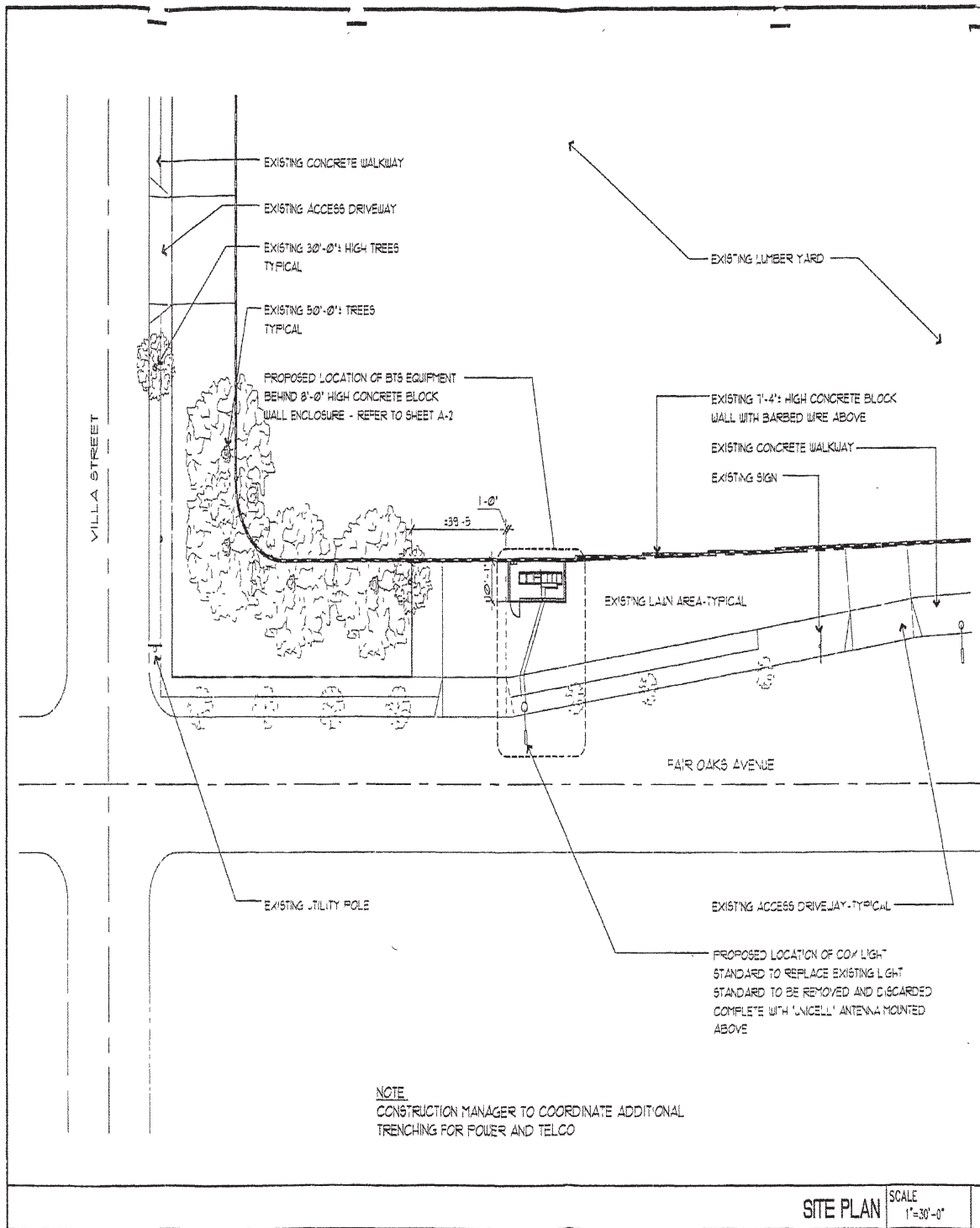
Beginning at Point 'A' as described in Parcel 1 above; thence,

- 1<sup>st</sup> S 89°28'28" W 10.08'; thence,
- 2<sup>nd</sup> S 00°31'32" W 0.67'; thence,
- 3<sup>rd</sup> S 89°28'28" W 29.33'; thence,
- 4<sup>th</sup> N 00°31'32" W 1.67'; thence,
- 5<sup>th</sup> N 89°28'28" E 39.41'; thence,
- 6<sup>th</sup> S 00°31'32" W 1.00', returning to the true point of beginning

Les Everard PLS  
Les Everard, PLS 6774

12-06-98  
Date





NOTE:  
CONSTRUCTION MANAGER TO COORDINATE ADDITIONAL  
TRENCHING FOR POWER AND TELCO

CONSTRUCTION DOCUMENT

CASE NO

PROPRIETARY INFORMATION

THE INFORMATION CONTAINED  
IN THIS SET OF CONSTRUCTION  
DOCUMENTS IS PROPRIETARY  
BY NATURE. ANY USE OR  
DISCLOSURE OTHER THAN  
THAT WHICH RELATES TO COX  
CALIFORNIA PCS INC. IS  
STRICTLY PROHIBITED

DRAWN BY JJR

CHECKED BY CRC

ISSUES

DATE	DESCRIPTION
7/31/98	PRELIMINARY CD



EXHIBIT B  
SITE  
DIAGRAM



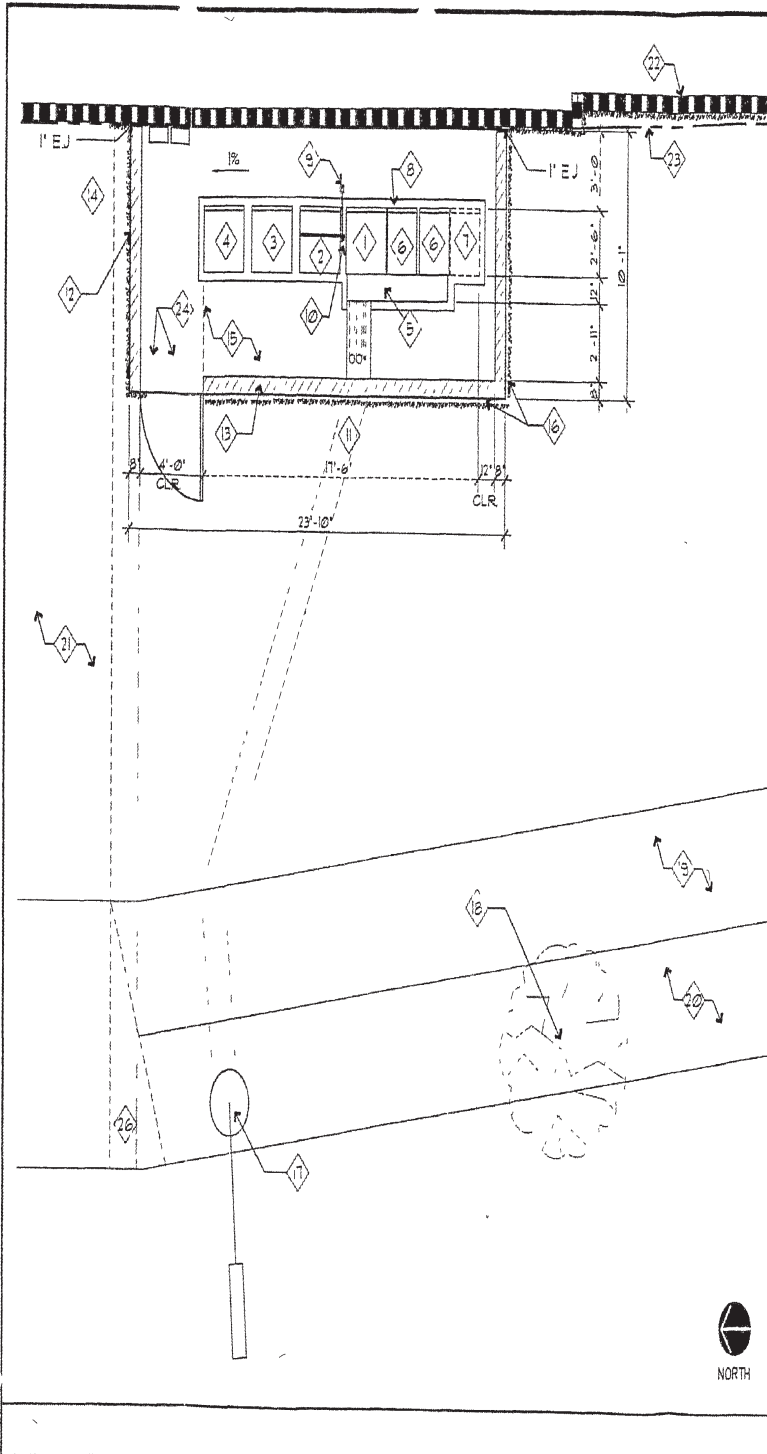
PROPOSED PCS  
FACILITY  
PASADENA  
CITY OF PASADENA RIGHT-OF-  
WAY ON FAIR OAKS AVE  
SITE #LA130-1

SITE PLAN

SITE PLAN SCALE 1"=30'-0"

1

A-1



NOTE ANY PLANT WHICH ARE REMOVED DURING CONSTRUCTION ARE TO BE REPLACED

PORTIONS OF SIDEWALK MAY NEED TO BE REMOVED AND REPLACED AT CONTRACTOR'S DISCRETION FOR DRILLING OF POLE CAISSON AND INSTALLATION OF LICENSEE'S UTILITIES

**KEYED NOTES**

- 1 PRIMARY BASE TRANSCIVER STATION (BTS) SEE DETAIL 4/A-1 FOR GPS AND WORK LIGHT CONNECTION
- 2 PRIMARY ROLLER CABINET - COORDINATE SELECT TRENCH RUN WITH LOCAL GOVERNING AUTHORITIES SEE DETAIL 2/A-6
- 3 BATTERY CABINET
- 4 AUXILIARY CABINET - SEE DETAIL 4/A-6
- 5 ANTENNA CABLE COVER ASSEMBLY PROVIDE METAL COVER OVER COAX CABLE ENTRANCE TO CONDUIT UNDERGROUND
- 6 EXPANSION CABINET
- 7 FUTURE EXPANSION CABINET
- 8 CONCRETE EQUIPMENT PAD - SEE DETAIL 1/A-8
- 9 QUARTZ HALOGEN WORKLIGHT
- 10 LOCATION OF GPS ANTENNA
- 11 UNDERGROUND CABLES TRENCHED TO COX'S NEW LIGHT STANDARD CUT IN SIDEWALK @ 90 DEG ANGLE TO EDGE OF PAVEMENT
- 12 LEASE AREA LIMIT LINE - 240 SQUARE FEET
- 13 8'-0" HIGH CONCRETE BLOCK WALL ENCLOSURE TO BE OF EARTH TONE TO MATCH EXISTING ENCLOSURE SEE DETAIL 1/A-1 FOR MORE INFORMATION
- 14 4'-0" WIDE METAL SWING ACCESS GATE WITH SLAT PAINTED TO MATCH EARTH TONE OF EXISTING WALL SEE DETAIL 2/A-7 FOR MORE INFORMATION
- 15 4" THICK CONCRETE SLAB OVER 95% COMPACTED EARTH SLOPE TO DRAIN
- 16 PROPOSED VINES TO MATCH EXISTING
- 17 EXISTING LIGHT STANDARD TO BE REMOVED AND DISCARD COMPLETE AND TO BE REPLACED WITH 45'-0" HIGH LIGHT STANDARD WITH TOP MOUNTED UNCELL ANTENNAS
- 18 EXISTING 30'-0" HIGH TREE
- 19 EXISTING CONCRETE SIDEWALK
- 20 EXISTING LAWN AREA
- 21 EXISTING CONCRETE DRIVEWAY NOTE LICENSEE TO PARK IN PUBLIC PARKING SPACES IN STREET
- 22 EXISTING 7'-4" HIGH CONCRETE BLOCK WALL
- 23 EXISTING PROPERTY LINE
- 24 MANUAL TRANSFER SWITCH (MTS) METER WITH DISCONNECT SWITCH (DS), AND APPLICTION EMERGENCY GENERATOR RECEPTACLE MOUNTED TO CONCRETE BLOCK WALL
- 25 NEW 18 GA METAL HOOD OVER (2) 4 DIA CONDUITS AND (1) 1-2" DIA CONDUIT ROUTED TO LIGHT STANDARD FROM BTS EQUIPMENT CABINET'S
- 26 LICENSEE'S UTILITIES TO BE BOUGHT FROM PUBLIC UTILITIES IN STREET

CONSTRUCTION DOCUMENT	
CASE NO	
PROPRIETARY INFORMATION	
THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO COX CALIFORNIA PCS INC IS STRICTLY PROHIBITED.	
DRAWN BY JJR	
CHECKED BY CRC	
ISSUES	
DATE	DESCRIPTION
7/31/98	PRELIMINARY CD



EXHIBIT B  
SITE  
DIAGRAM

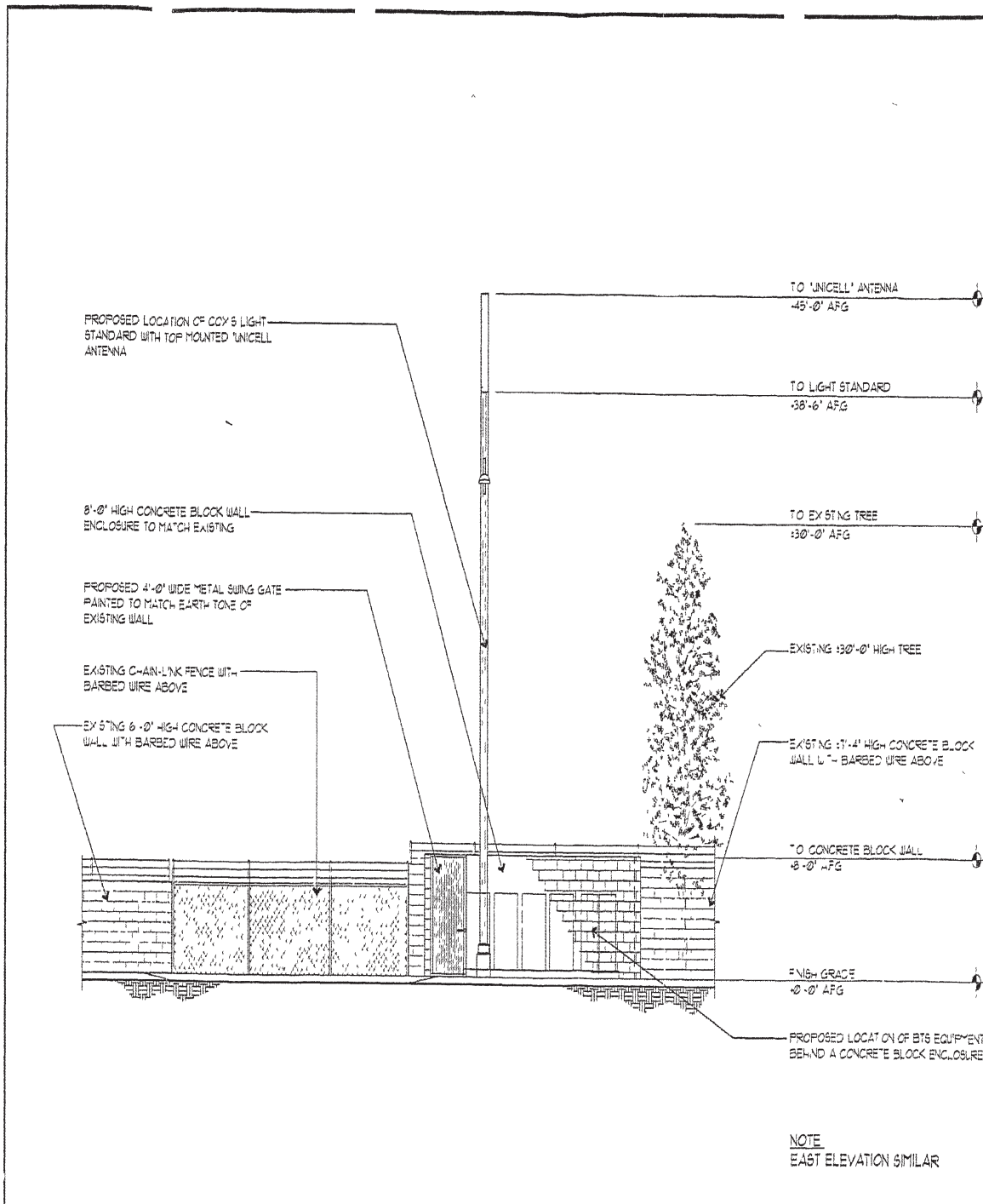


PROPOSED PCS FACILITY  
PASADENA  
CITY OF PASADENA RIGHT-OF-WAY ON FAIR OAKS AVE.  
SITE #LA180-1

EQUIPMENT

EQUIPMENT LAYOUT SCALE: 1/8"=1'-0" 1

A-2



CONSTRUCTION DOCUMENT

CASE NO

PROPRIETARY INFORMATION

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DRAWN BY JJR

CHECKED BY CRC

ISSUES

DATE	DESCRIPTION
7/31/98	PRELIMINARY CD



EXHIBIT B-1  
SITE  
DIAGRAM

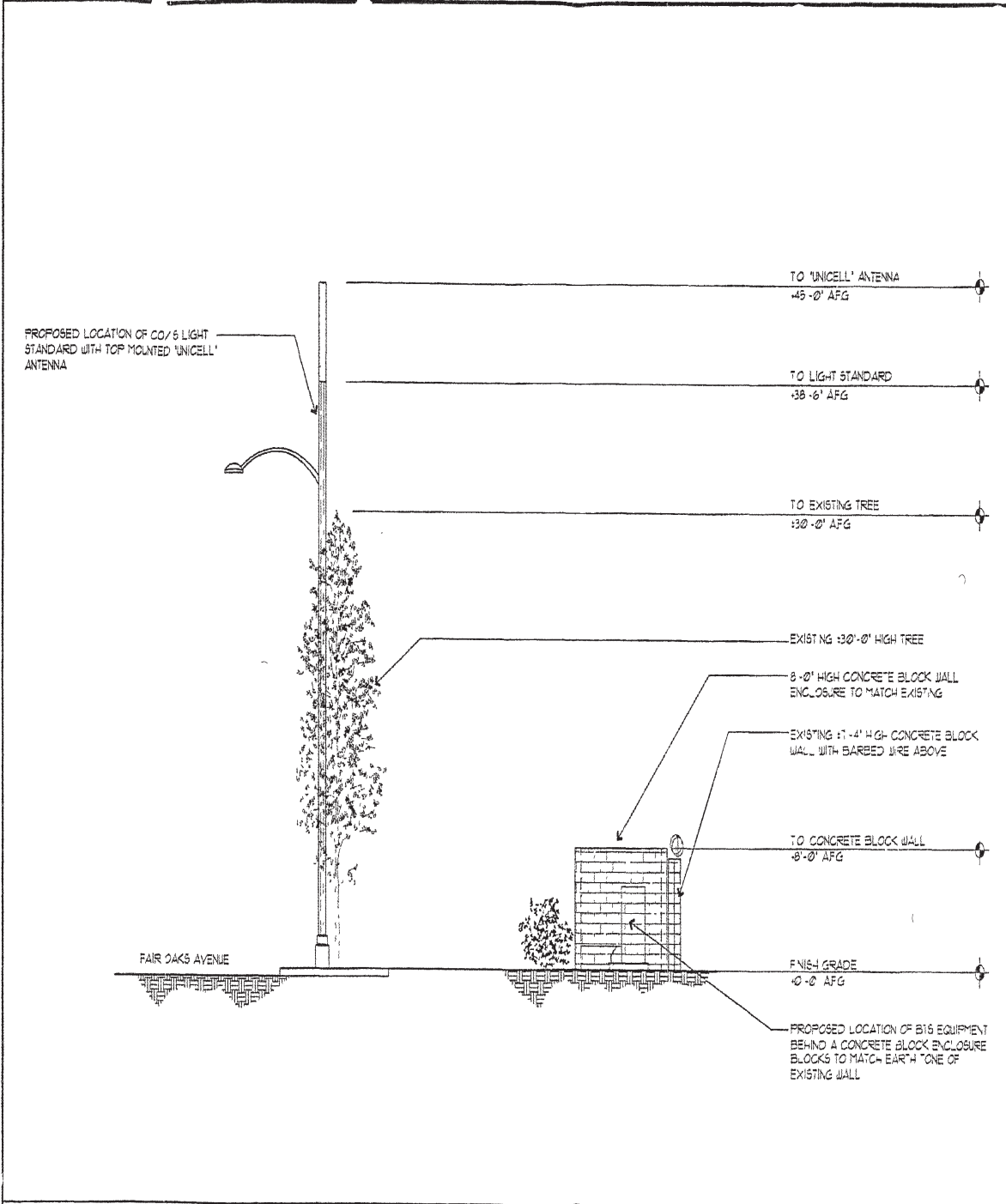


PROPOSED PCS  
FACILITY  
"PASADENA"  
CITY OF PASADENA RIGHT-OF-  
WAY ON FAIR GAINS AVE  
SITE #LA130-1

ELEVATIONS

WEST ELEVATION SCALE, 1/8" = 1'-0"

1 A-3



CONSTRUCTION DOCUMENT

CASE NO

PROPRIETARY INFORMATION

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO COX CALIFORNIA PCS INC. IS STRICTLY PROHIBITED.

DRAWN BY JJR

CHECKED BY CRC

ISSUES

DATE	DESCRIPTION
7/31/98	PRELIMINARY CD



EXHIBIT C  
AUTHORIZED  
ANTENNAS



PROPOSED PCS  
FACILITY  
"ASBEN"  
CITY OF PASADENA RIGHT-OF-  
WAY ON FAIR OAKS AVE.  
SITE #LA130-1

ELEVATIONS

SOUTH ELEVATION SCALE: 1/8" = 1'-0" 1

A-4



**EXHIBIT D**

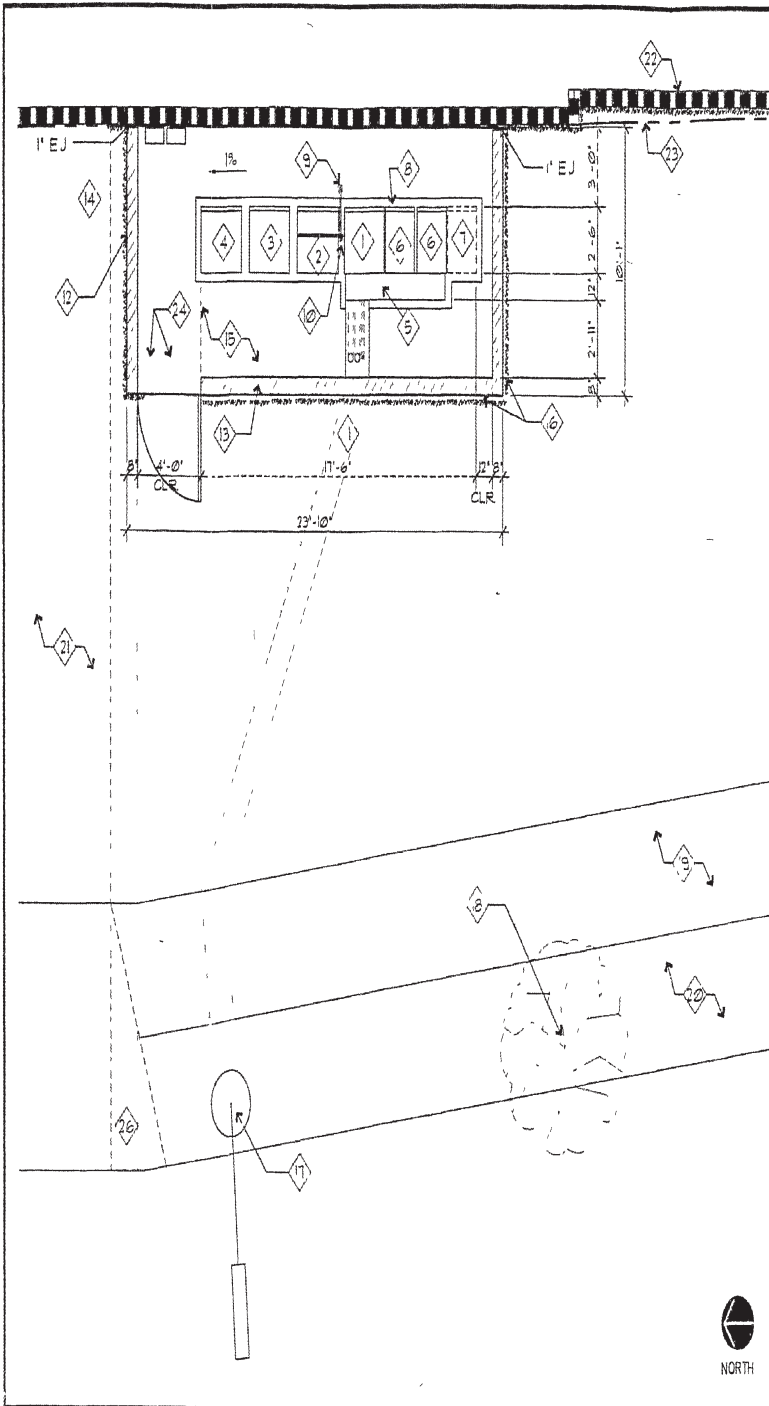
**EASEMENTS**

The easements for ingress, egress, access and utilities required by the Licensee are described as follows:

**NOT APPLICABLE:**

Licensee to park its vehicles in public parking spots on the street.

Licensee's utilities to occupy public right-of-way.





NOTE: ANY PLANTS WHICH ARE REMOVED DURING CONSTRUCTION ARE TO BE REPLACED

PORTIONS OF SIDEWALK MAY NEED TO BE REMOVED AND REPLACED AT CONTRACTOR'S DISCRETION FOR DRILLING OF POLE CAISSON AND INSTALLATION OF LICENSEE'S UTILITIES

KEYED NOTES

- 1 PRIMARY BASE TRANSCEIVER STATION (BTS) SEE DETAIL 4/A-1 FOR GPS AND WORKLIGHT CONNECTION
- 2 PRIMARY POWER CABINET - COORDINATE ELECT TRENCH RUN WITH LOCAL GOVERNING AUTHORITIES SEE DETAIL 2/A-6
- 3 BATTERY CABINET
- 4 AUXILIARY CABINET - SEE DETAIL 4/A-6
- 5 ANTENNA CABLE COVER ASSEMBLY, PROVIDE METAL COVER OVER COAX CABLE ENTRANCE TO CONDUIT UNDERGROUND
- 6 EXPANSION CABINET
- 7 FUTURE EXPANSION CABINET
- 8 CONCRETE EQUIPMENT PAD - SEE DETAIL 1/A-8
- 9 QUARTZ HALOGEN WORKLIGHT
- 10 LOCATION OF GPS ANTENNA
- 11 UNDERGROUND CABLES TRENCHED TO COX 5 NEW LIGHT STANDARD CUT IN SIDEWALK @ 30 DEG ANGLE TO EDGE OF PAVEMENT
- 12 LEASE AREA LIMIT LINE - 740 SQUARE FEET
- 13 8'-0" HIGH CONCRETE BLOCK WALL ENCLOSURE TO BE OF EARTH TONE TO MATCH EXISTING ENCLOSURE SEE DETAIL 1/A-7 FOR MORE INFORMATION
- 14 4'-0" WIDE METAL SWING ACCESS GATE WITH SLAT PAINTED TO MATCH EARTH TONE OF EXISTING WALL SEE DETAIL 2/A-1 FOR MORE INFORMATION
- 15 4" THICK CONCRETE SLAB OVER 95% COMPACTED EARTH, SLOPE TO DRAIN
- 16 PROPOSED VINES TO MATCH EXISTING
- 17 EXISTING LIGHT STANDARD TO BE REMOVED AND DISCARD COMPLETE AND TO BE REPLACED WITH 45'-0" HIGH LIGHT STANDARD WITH TOP MOUNTED "UNCELL" ANTENNAS
- 18 EXISTING 30'-0" HIGH TREE
- 19 EXISTING CONCRETE SIDEWALK
- 20 EXISTING LAWN AREA
- 21 EXISTING CONCRETE DRIVEWAY NOTE LICENSEE TO PARK IN PUBLIC PARKING SPACES N STREET
- 22 EXISTING 7'-4" HIGH CONCRETE BLOCK WALL
- 23 EXISTING PROPERTY LINE
- 24 MANUAL TRANSFER SWITCH (MTR) METER WITH DISCONNECT SWITCH (DS) AND APFLETON EMERGENCY GENERATOR RECEPTACLE MOUNTED TO CONCRETE BLOCK WALL
- 25 NEW 18 GA METAL HOOD OVER (2) 4" DIA CONDUITS AND (1) 1/2" DIA CONDUIT ROUTED TO LIGHT STANDARD FROM BTS EQUIPMENT CABINETS
- 26 LICENSEE UTILITIES TO BE BOUGHT FROM PUBLIC UTILITIES IN STREET

CONSTRUCTION DOCUMENT	
CASE NO	
PROPRIETARY INFORMATION	
THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO COX CALIFORNIA PCS ACT, IS STRICTLY PROHIBITED.	
DRAWN BY	JJR
CHECKED BY	CRC
ISSUES	
DATE	DESCRIPTION
7/31/98	PRELIMINARY CD
	
EXHIBIT E LICENSEE'S FACILITIES	
	
PROPOSED PCS FACILITY PASADENA CITY OF PASADENA, RIGHT-OF-WAY ON FAIR OAKS AVE. SITE #LA190-1	
EQUIPMENT	

## EXHIBIT F ✓

### DEVELOPMENT CRITERIA AND DESIGN GUIDELINES

#### WIRELESS TELECOMMUNICATIONS ANTENNA FACILITIES

##### I. Definitions.

A. Wireless Telecommunications Antenna Facilities ("WTAF"). These include broadcast and reception antenna facilities for the following: radio; television; cellular telephone and paging devices; microwave; and common carrier. They may also include dish, whip, and omni-directional antenna arrays.

B. Monopoles. These include all freestanding poles that support only a WTAF antenna array.

C. Multiple-Use Facilities. These include facilities that support a WTAF antenna array and also serve another function (e.g., athletic field lights, pole signs, street lighting standards, etc.).

D. Building-Mounted Facilities. These include facilities that are physically installed on the walls or roof of an existing or proposed building.

##### II. Siting Regulations

###### A. General Requirements Applicable to All Facilities.

1. The use of chain-link fencing or razor wire in the design of a facility or related support facilities is prohibited.

2. The site of the facilities must be maintained in a condition free of trash, debris, and refuse. All graffiti must be removed within 72 hours.

3. If a support structure, or an antenna array affixed to a building or to a support structure, becomes inoperable or ceases to be used for a period of 6 consecutive months, the Licensee must give written notice of such inoperability or nonuse to the zoning administrator. The antenna array and, if applicable, the support structure, must be removed within a ninety (90) day period. If such removal does not occur, the Licensor may remove the antenna array and, if applicable, the support structure, at the Licensee's expense; provided, however, that if other antenna arrays owned or operated by other service providers are affixed to the same support structure, then only the antenna array that has become inoperable or has ceased to be used is required to be removed, and the support structure may remain in place until all service providers cease to use it.

4. Support facilities housed outside of buildings must be screened from public view by walls, fences, trellises, landscaping, and similar treatments.

5. Building-mounted facilities and support structures may not be illuminated unless specifically required by the Federal Aviation Administration or other governmental agencies.

6. No off-premises or on-premises signs may be placed by a wireless telecommunications service provider on a building or support structure to which a facility is attached. A facility must be located a minimum of 25 feet from an existing off-premises sign or an on-premises freestanding sign.

B. Requirements for New Support Structures.

1. No new support structure may project from the roof of a building.

2. A new, freestanding support structure must be a minimum of 10 feet from a building on the same site unless that building houses equipment accessory to the support structure.

3. A new support structure, including any accessory equipment facility, must be located at a distance not less than the height of the support structure from the site of any residential use or any residentially-zoned land.

4. Co-location of a facility on a single support structure is encouraged. This includes co-location with the facilities of other wireless communications service providers, including public and quasi-public agencies using similar technology, unless specific technical constraints preclude such co-location.

5. Notwithstanding the maximum height requirements in any zoning district, freestanding support structures should not exceed a maximum height of 60 feet above existing grade in any zoning district.

6. The support structure and support facilities must be constructed so as to prevent unauthorized entry into the support facilities or onto the support structure.

7. No new support structure will be permitted unless the decision-maker, in addition to the findings required by Chapter 17.88, makes the following additional finding:

Based upon evidence submitted by the applicant, no existing building or support structure can reasonably accommodate the proposed wireless telecommunications antenna facility.

Evidence supporting this finding will be reviewed by the zoning administrator and may consist of any of the following:

- a. No existing buildings or support structures are located within the geographic area proposed to be served by the applicant's facility.
- b. Existing buildings or support structures are not of sufficient height to meet the applicant's operational or engineering requirements.
- c. The applicant's proposed facility would create electromagnetic interference with an existing structure, or the existing antenna array on an existing building or support structure would create interference with the applicant's proposed antenna array.

C. Requirements for Building-Mounted Facilities.

Unless shielded from public view, the antenna array of a building-mounted facility may not extend above the highest ridge line of the roof line or parapet of an existing building. However, whip antennas and omni-directional antennas may extend up to 15 feet above the roof line or parapet of an existing building.

D. Requirements for Multiple-Use Facilities.

1. A multiple-use facility may not be located on a street light standard that is less than 25 feet in height.
2. The antenna array on a multiple-use facility may be permitted to extend up to 15 feet above the height of the primary use (e.g., 15 feet above the required height of athletic field lights).



## EXHIBIT G

### TECHNICAL REQUIREMENTS FOR THIRD PARTY CO-LOCATION

1. As used in this EXHIBIT G, the term "Carrier" means a wireless telecommunications service provider and, where a Licensor-owned or Licensor-operated emergency communications system is proposed to be co-located to serve all or part of the Licensor, the Licensor.

2. Before any Carrier is authorized to co-locate on or within Licensee's Facilities, or to reconfigure or change the frequency or operation of the Carrier's communications facilities that have previously been co-located (a "Carrier Change"), both of the approvals set forth below in paragraphs A and B must be obtained from the Licensee, in accordance with the following procedures:

A. The Carrier must submit to the Licensee preliminary plans and technical specifications for the proposed facility or the Carrier Change. Licensee will have fifteen (15) business days to respond in writing to Carrier with Licensee's approval or disapproval of Carrier's plans and specifications.

B. If the Carrier's plans and specifications are not approved by Licensee, then the Carrier must revise its plans and specifications to meet the objections set forth in Licensee's written disapproval. No construction, installation, testing or operation of the Carrier's communications facilities will be permitted unless and until Licensee approves the Carrier's plans and specifications.

C. If the Carrier's plans and specifications are approved by the Licensee, the Carrier must notify Licensee in writing as to the scheduled date and time of commencement of construction and installation of the Carrier's transmitting/receiving equipment, or the implementation of the Carrier Change, as the case may be, not less than five (5) business days prior to that date.

D. The Carrier must also notify Licensee in writing five (5) business days prior to the Carrier's pre-operation transmit test as to the date and time such test will commence. The pre-operation transmit test must be conducted jointly by Licensee and the Carrier and will measure:

(1) The signal transmit levels at the output after the final filter stage on the Carrier's transmit line with all transmitters keyed up at maximum power;

(2) Antenna isolation between the output of the final filter stage on the Carrier's transmit line and input line to Licensee's first receive filter in the base station in Licensee's frequency band of operation;

(3) The combination of (i) worst case level measured out of the Carrier's transmit line added to (ii) worst case antenna isolation. Such value must be no greater

than -114dBm in Licensee's Federal Communications Commission receive and transmit bands of operation. If Licensee determines that it is experiencing interference, Licensee will notify the Carrier to cease immediately the pre-operation or pre-Carrier Change transmit test, and the Carrier must immediately cease such test. Thereafter, Licensee will have two (2) business days to submit to the Carrier Licensee's written approval, disapproval, or conditional approval of the Carrier's intended equipment installation or Carrier Change.

3. It is the Carrier's responsibility to ensure that proper filtering and isolation are in place for the pre-operation or pre-Carrier Change transmit test and operation of the Carrier's antenna system. Any change to the Carrier's approved antenna type and location, or any change in transmitter types and power output, will be required to follow each of the steps set forth in paragraphs A and D of Section 2 above.

4. Licensee may condition its approval of a co-locating Carrier's plans and specification or equipment installations on such Carrier paying to Licensee an equitable share of the costs that Licensee incurs or has incurred to design, permit, construct, install, maintain and replace any Common Facilities. For this purpose, "Common Facilities" means any equipment, facilities, structures and improvements that Licensee installs or has installed at the Premises which the co-locating Carrier will use or benefit from, such as but not limited to screening, conduits, and similar facilities.

5. If Licensor desires to co-locate its emergency communications system on or within Licensee's Facilities in compliance with the technical requirements set forth above, Licensor may engage a contractor to install its equipment. Licensee reserves the right to approve Licensor's list of contractors prequalified to perform the equipment installation. Contractors utilized by Licensor must all provide proof of adequate insurance coverage and must name Licensee as an additional insured. Licensee will inspect the installation and advise Licensor of any deficiencies noted. Alternatively, Licensor may request that Licensee install Licensor's equipment. All expenses that Licensee actually incurs for ancillary equipment purchased or installed for the benefit of Licensor, or for radio tower work performed by Licensee for the benefit of Licensor, may be deducted from the fees payable or to be payable by Licensee for the use of the Premises, provided that such costs are commercially competitive and documented in reasonable detail.

6. If Licensor occupies a support structure or accessory equipment facility constructed by Licensee, the parties agree to negotiate in good faith issues concerning such occupation by Licensor, including but not limited to issues relating to insurance, maintenance, interference and indemnity.