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Licensee Site Name: Garfield  
Licensee MDG: 5000181553

**SITE LICENSE AGREEMENT FOR INSTALLATION AND USE OF A  
COMMUNICATIONS ANTENNA FACILITY  
AND SUPPORTING EQUIPMENT BETWEEN  
THE CITY OF HUNTINGTON BEACH AND LOS ANGELES SMSA  
LIMITED PARTNERSHIP, DBA VERIZON**

THIS SITE LICENSE AGREEMENT FOR INSTALLATION AND USE OF A COMMUNICATIONS ANTENNA FACILITY AND SUPPORTING EQUIPMENT (“License”) is made and entered into this \_\_\_\_ of \_\_\_\_\_ 20\_\_ (“Effective Date”), by and between the City of Huntington Beach, a municipal corporation of the State of California (“CITY”), and Los Angeles SMSA Limited Partnership, a California limited partnership, DBA Verizon Wireless (“LICENSEE”) with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (collectively, the “Parties,” and individually, a “Party”).

The Parties hereto agree as follows:

RECITALS

A. CITY owns the real property described in the attached Exhibit A and commonly known as Talbert Park, 19242 Magnolia St., Huntington Beach, California, Assessor’s Parcel Number 153-432-32, as more particularly described in Exhibit A, attached hereto (the “Property”).

B. LICENSEE wishes to continue its right to license a portion of the Property from CITY for the construction, installation and operation of a communications facility, subject to the terms and conditions stated in this License. CITY hereby agrees and consents to LICENSEE’s construction, installation and placement of the Facilities (defined in Section 1.01(e) below) on the Property, as described in Exhibit E, attached hereto, subject to the terms and conditions set forth below.

C. The following Exhibits are attached and incorporated by reference into this License:

- A. Legal Description of the Property
- B. Site plan depicting Permanent Premises
- C. Site plan depicting Conduit Easement Areas
- D. Site plan depicting Access Easement Areas Premises
- E. Site plan depicting LICENSEE Facilities and Specifications
- F. Performance Bond

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## **ARTICLE 1 – TERM OF LICENSE**

### **Section 1.01 Premises and Use**

(a) CITY hereby licenses to LICENSEE that portion of the Property described and depicted on the attached Exhibit B (the “Permanent Premises”) for the installation, operation and maintenance of communications equipment.

(b) CITY also grants LICENSEE during the License Term (defined in Section 1.03(d) below) of this License a non-exclusive easement under, over and through that certain portion of the Property to install, operate, maintain, repair and/or replace utility wires, cables, conduits, fiber, pipes and related appurtenances under, over and through those portions of the Property depicted on the attached Exhibit C as the “Conduit Easement Areas” connecting the Permanent Premises with the nearest points of utility service to the Permanent Premises, all according to the plans and specifications approved in writing in advance by CITY, CITY’s approval not to be unreasonably withheld, conditioned or delayed. Upon completion of LICENSEE’s initial improvements in the Conduit Easement Areas, LICENSEE, at its sole cost and expense, shall provide CITY with as-built drawings of the utility wires, cable, conduits and pipes in the Conduit Easement Areas, which drawings shall thereafter define the Conduit Easement Areas.

(c) CITY also grants LICENSEE during the License Term of this License the non-exclusive right of ingress to and egress from the Permanent Premises and the Conduit Easement Areas, as applicable, on foot or motor vehicle, including half ton or less trucks, over and across the portions of the Property depicted on the attached Exhibit D as the “Access Easement Areas.”

(d) The Permanent Premises, Conduit Easement Areas and the Access Easement Areas are collectively referred to herein as the “Premises.” Except as otherwise expressly set forth in this License, LICENSEE hereby accepts the Premises in their current “AS IS” condition, without representation or warranty, express or implied, and subject to all matters of record.

(e) “Facilities” means the equipment and structures that LICENSEE has already installed on the Premises, including air conditioned equipment shelters and/or base station equipment, cable, wiring, fiber, power sources (including emergency backup batteries), related equipment and structures, walls and fencing. The Facilities, including their overall dimensions and physical specifications are set forth in the attached Exhibit E.

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(f) The right and permission of LICENSEE is subordinate to the prior and paramount right of CITY to use the Property in its entirety for public purposes to which it now is and may, at the option of CITY, be devoted. LICENSEE undertakes and agrees to use the Premises and to exercise this License at all times in such manner as will not adversely interfere with the full use and enjoyment of the Property by CITY including operating within frequencies that adversely affect CITY public safety communications.

(g) LICENSEE acknowledges that its right to use the Property for the Facilities is subordinate to the prior and paramount right of third parties who have existing agreements with the City to use the Property for other telecommunications antennas which pre-date this License. LICENSEE undertakes and agrees to use the Premises and to exercise this License at all times in such manner as will not interfere with the full use and enjoyment of the Property by these third parties, including operating within frequencies that adversely affect the telecommunications of these third parties, provided such third parties are operating within the terms of their respective leases, and in accordance with all applicable laws and regulations.

(h) LICENSEE hereby acknowledges title to the Property is vested in CITY and agrees never to assail or resist the same, and further agrees that LICENSEE's use and occupancy of the Premises shall be referable solely to the permission herein given.

(i) Except as otherwise permitted in this License, LICENSEE shall have no right to independently negotiate and/or physically collocate additional carriers on the Property.

(j) Notwithstanding anything to the contrary set forth herein, CITY acknowledges and agrees that LICENSEE currently occupies the Premises and the Facilities in accordance with that certain Communications Site License Agreement dated November 18, 2002 ("Prior License"). By execution of this License, CITY consents to and approves the Facilities as constructed and in their current condition.

**Section 1.02 Condition Precedent**

(a) This License is conditioned upon LICENSEE receiving a license, or already having a license, from the Federal Communications Commission ("FCC"), and all other applicable governmental permits and approvals, including any conditions of approval thereto, enabling LICENSEE to construct and operate the Facilities.

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(b) LICENSEE shall obtain and maintain all necessary governmental approvals for the Facilities required by law, including without limitation, compliance with all applicable CITY ordinances and regulations of general application now in effect or subsequently enacted, including, but not limited to those concerning land use, zoning and building, encroachment permits, and business licenses. LICENSEE acknowledges that the full execution of this License does not provide any assurance that it will obtain all necessary entitlement approvals from the CITY, or from other Federal, State and Local regulatory agencies (in order to continue operating LICENSEE's Facilities).

(c) Provided (i) and (ii) in this subparagraph (c) are not inconsistent with or in violation of State or Federal law, LICENSEE agrees that the installation of the Facilities and any additions or new construction to the Premises may require (i) City Design Board approval; and (ii) City approval of a Wireless Permit and/or a Conditional Use Permit pursuant to Section 230.96 of the Huntington Beach Zoning and Subdivision Ordinance.

(d) Prior written CITY approval is required for any additions or construction to the Facilities not depicted on Exhibits B, C, D and E which require a building permit. Further, prior CITY approval is required for any other additions or construction to the Facilities not depicted on Exhibits B, C, D & E, which approval shall not be unreasonably withheld, conditioned or delayed, provided that only notice to the City shall be required for like-for-like replacement of equipment of similar size and dimensions, and modifications or alterations to the Facilities that are not visible from the exterior. CITY shall not unreasonably withhold, condition or delay the foregoing approvals.

**Section 1.03 Term**

(a) The initial term of this License for the Premises ("Initial Term") shall be five (5) years commencing on March 1, 2023 (3/1/2023) ("Commencement Date").

(b) This License will automatically renew for four (4) additional five (5) year term(s) (each additional five (5) year term shall be defined as a "Renewal Term"), upon the same terms and conditions set forth herein, unless either Party notifies the other Party in writing of its intention not to renew this License at least One Hundred Eighty (180) days prior to the expiration of the Initial Term or the then-existing Renewal Term.

(c) Each Renewal Term shall be on the same terms and conditions set forth herein.

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(d) "License Term" shall mean the Initial Term, and any Renewal Terms, and any month-to-month tenancy pursuant to Section 1.04(d) below.

**Section 1.04 License Fee**

(a) Upon the Commencement Date, and on or before the first day of each month thereafter during the License Term ("Payment Date"), LICENSEE shall pay CITY a monthly license fee of Three Thousand Five Hundred Dollars and No Cents (\$3,500.00) ("License Fee") adjusted in accordance with the paragraphs below.

(b) The License Fee shall be payable on the first day of each month. The License Fee is due on or before the 10th day of the month. A late charge of ten percent (10%) shall be applied after any payment is due but unpaid after the 10th of the month. In addition, one and a half percent (1 ½%) interest per month shall be added for each month payment hereunder is due but unpaid. Notwithstanding the foregoing, CITY acknowledges and agrees that the initial License Fee payment shall not be delivered by LICENSEE until ninety (90) days following the date of full execution hereof.

(c) CITY and LICENSEE agree that the License Fee shall increase by four percent (4%) per year, effective the first day of the month following the anniversary of the Commencement Date (4/1/2024). As a result, the License Fee shall increase as follows during the Initial Term and subsequent Renewal Terms of the License Agreement:

INITIAL TERM	LICENSE FEE
Year 1	\$3,500.00 per month
Year 2	\$3,640.00 per month
Year 3	\$3,785.60 per month
Year 4	\$3,937.02 per month
Year 5	\$4,094.50 per month

FIRST RENEWAL TERM	LICENSE FEE
Year 1	\$4,258.29 per month
Year 2	\$4,428.62 per month
Year 3	\$4,605.76 per month
Year 4	\$4,789.99 per month

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Year 5 \$4,981.59 per month

SECOND RENEWAL TERM	LICENSE FEE
Year 1	\$5,180.85 per month
Year 2	\$5,388.09 per month
Year 3	\$5,603.61 per month
Year 4	\$5,827.7 per month
Year 5	\$6,060.87 per month

THIRD RENEWAL TERM	LICENSE FEE
Year 1	\$6,303.30 per month
Year 2	\$6,555.43 per month
Year 3	\$6,817.65 per month
Year 4	\$7,090.36 per month
Year 5	\$7,373.91 per month

FOURTH RENEWAL TERM	LICENSE FEE
Year 1	\$7,668.93 per month
Year 2	\$7,975.69 per month
Year 3	\$8,294.72 per month
Year 4	\$8,626.50 per month
Year 5	\$8,971.56 per month

(d) Any holding over after the expiration of the License Term and following notice from CITY of its intent not to renew or extend the License Term of this License or more than ninety (90) days following the earlier termination of this License, shall be construed to be an extension from month to month at 1 ½ times (150%) the then current License Fee and shall otherwise be on the conditions herein specified, so far as applicable.

**Section 1.05 Payment Location.**

LICENSEE shall make all monthly License Fee payments and any other fees or amounts due under this License payable to the City of Huntington Beach as follows:

Huntington Beach City Hall,  
Attn: City Treasurer,

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2000 Main Street, Huntington Beach CA, 92648.

CITY may designate in writing such other address or to such other persons as CITY may from time to time designate in writing at least thirty (30) days prior to any monthly License Fee payment due date.

**Section 1.06 Late Payment.**

Liquidated damages of ten percent (10%) of any monthly License Fee or any other required payment to CITY shall be paid by LICENSEE if such payment is not paid to CITY on or before the tenth (10th) day after the date on which it is due. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs CITY will incur by reason of a late payment by LICENSEE. Acceptance of the late charge by CITY shall not constitute a waiver of LICENSEE's default with respect to the overdue amount, nor prevent CITY from exercising any of the other rights and remedies available to CITY.

**Section 1.07 Administrative Fee**

Within not later than Sixty (60) days after City Council approval of this License Agreement, LICENSEE shall pay CITY the sum of Twenty Thousand Dollars (\$20,000) for the purpose of offsetting costs to CITY in negotiating and administering this License, and not as additional rent (the "Administrative Fee").

**Section 1.08 Non-Possessory Interest**

LICENSEE shall hold title to the Facilities. The Facilities are not fixtures. CITY retains full possession of the Property and Premises and LICENSEE will not acquire any interest temporary, permanent, irrevocable, possessory or otherwise by reason of this License. LICENSEE will make no claim to any such interest. Any violation of this provision will immediately void and terminate this License.

**Section 1.09 Removal of Facilities at End of License Term**

LICENSEE shall remove the Facilities at its sole cost and expense on or before the end of the License Term or within ninety (90) days after the earlier termination of this License. LICENSEE must remove all foundations to three (3) feet below grade level, fill all excavations, return surface to grade, and leave the Site in a neat and safe condition, free from any debris or hazards (reasonable wear and tear and damages due to causes beyond the control or without the fault or neglect of LICENSEE excepted). LICENSEE shall remove the Facilities in a good and

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workmanlike manner and without interference or damage to any other equipment or structures on the Property and the Premises, including CITY's use of the Property, or any of the equipment or structures of CITY's assignees or licensees. LICENSEE shall repair any damage to the Property caused by such removal and will leave the Premises in its original condition, casualty damage excepted.

**Section 1.10 Non-Recording**

LICENSEE will not record this License.

**ARTICLE 2 – TAXES AND UTILITIES**

**Section 2.01 Taxes**

LICENSEE shall pay before they become delinquent all taxes, assessments or other charges levied or imposed by any government entity, including CITY, on the Facilities. If such taxes are not assessed separately to LICENSEE, CITY shall provide LICENSEE with evidence, reasonably acceptable to LICENSEE, of such tax assessment and the amount due, which is attributable to the Facilities and LICENSEE's use thereof on the Premises.

**Section 2.02 Utilities**

(a) During the License Term of this License, LICENSEE shall pay for, and hold CITY free and harmless from, all utilities furnished to the Premises for the use, operation and maintenance of the Facilities and for the removal of garbage and rubbish from the Permanent Premises, all except to the extent caused by CITY's negligence or willful misconduct; provided, however, LICENSEE shall not be required to remove any garbage or rubbish located outside of its fenced-in Premises, except to the extent such garbage and rubbish is caused by or placed by LICENSEE.

(b) LICENSEE shall have the right to install utilities and to improve the present utilities on or near the Premises and to install temporary aboveground emergency back-up power, all at LICENSEE's sole cost and expense. Subject to CITY's prior written approval within thirty (30) days from LICENSEE's request of the locations, which approval will not be unreasonably withheld, conditioned or delayed, LICENSEE shall have the right to place utilities on the Premises. CITY hereby acknowledges and consents to LICENSEE's current utility installations at the Property, existing as of the date of this License.



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### **ARTICLE 3 – USE, APPROVALS, IMPROVEMENTS AND ACCESS**

#### **Section 3.01 Facilities**

(a) LICENSEE may use the Premises for its Facilities. LICENSEE may use the Conduit Easement Areas for underground utility connections to the Facilities. Subject to CITY's reasonable rules, which rules CITY shall provide to LICENSEE in advance in writing, provided same are subject to, and not inconsistent with, the terms and conditions of this License, LICENSEE may use the Access Easement Areas for reasonable physical access to the Facilities by LICENSEE's personnel, agents and contractors twenty-four hours a day, seven days a week, vehicles and equipment, and LICENSEE's personnel, agents and contractors may park vehicles on CITY's Property as necessary and consistent with the authorized use of the Premises under this License.

(b) LICENSEE shall use the Premises only for the purpose of constructing, maintaining and operating the Facilities, and for no other use.

(c) Any noise generated by the Facilities must conform to the noise standards set forth in the Huntington Beach Municipal Code.

(d) Prior CITY approval is required for any additions or construction to the Facilities not depicted on Exhibits B, C, D & E, which approval shall not be unreasonably withheld, conditioned or delayed, provided that only notice to the City shall be required for like-for-like replacement of equipment of similar size and dimensions, and, modifications or alterations to the Facilities that are not visible from the exterior.

(e) LICENSEE shall have the right to install the improvements described on Exhibit E at LICENSEE's sole cost and expense.

(f) LICENSEE shall not use aboveground or overhead utility wires, cables, conduits or pipes to connect utilities across the Property to the Premises.

(g) Any and all antennas, antenna support structure, and any portions of the Facilities visible from any public place, but not including those located on the third-party owned facility, shall be of a "stealth" design utilizing natural colors, approved in writing, in advance, by CITY. Any approved design shall include use of material colorings providing not less than twenty (20) years of natural color fast quality. To ensure compliance with this requirement, at least once

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every five (5) years, CITY may require LICENSEE to repaint or otherwise re-color the portions of the Facilities visible from any public place, so as to match the original color(s), and to replace or repair any stealthing material that is missing, discolored, or otherwise in poor maintenance to its original quantity and quality. CITY hereby acknowledges and approves the design of LICENSEE's facilities as they exist as date of full execution of this License.

(h) Subject to LICENSEE's rights under this License, CITY reserves the right to add additional City-owned telecommunication or other equipment on the Property as CITY may require for its own purposes.

(i) CITY reserves the right to enter into additional agreements with any third party to install and operate additional telecommunication equipment on the Property so long as the equipment does not interfere with the Facilities. CITY reserves the exclusive right to negotiate and collect all rents, license fees or any other payments from any arrangements it enters into with such third party.

(j) During the installation of the Facilities, LICENSEE shall cooperate with CITY's representatives, which may monitor the installation of the Facilities, at CITY's sole cost and expense.

(k) All of LICENSEE's construction/installation work shall be performed at LICENSEE's sole cost and expense and completed in a good and workmanlike manner by licensed and bonded contractors and shall not materially interfere with CITY's then existing facilities and operations. Any and all modifications to the Property must meet all applicable structural engineering, building and safety standards for this type of public facility.

(l) If LICENSEE fails to timely remove its Facilities or repair any damages to the Premises in accordance with Section 1.09 above, then ten (10) days after the removal and restoration date, CITY may elect to do so at LICENSEE's sole cost and expense or elect to not remove the Facilities. LICENSEE's obligation to pay the License Fee shall not cease, unless and until all the Facilities that LICENSEE must remove, are removed.

(m) LICENSEE shall be required to provide for its own electrical service to and through the Property to the Premises for the operation of its Facilities at LICENSEE's sole cost and expense. Any encroachment necessary for such utility service will be at a location reasonably acceptable to CITY and the servicing utility.

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(n) Each Party shall provide access to the Premises to the other Party, and its employees, agents, contractors and subcontractors, twenty-four (24) hours a day, seven (7) days a week or as designated in permit approvals. Except in the case of emergencies, CITY shall give LICENSEE forty-eight (48) hours notice prior to entry into the Premises, provided CITY gives LICENSEE an opportunity to have its representative present, and CITY does not physically touch or interfere with LICENSEE's Facilities. CITY represents and warrants that it has full rights of ingress and egress to and from the Premises and a public right-of-way, and hereby grants such rights to LICENSEE to the extent required to construct, maintain, install, and operate the Facilities on the Premises. LICENSEE's exercise of such rights shall not cause undue material inconvenience to CITY.

(o) LICENSEE shall, at its sole cost and expense, maintain and repair the Premises, including, but not limited to, the removal of all trash, debris and graffiti. CITY may exercise its right to self-help and bill LICENSEE in the event trash, debris and graffiti are not removed from the Premises in a timely manner. If LICENSEE causes any damage to the Property, to the Premises, or to access roadways or other nearby facilities, it shall properly repair same as specified by CITY.

### **Section 3.02 Liens**

(a) LICENSEE shall not permit any mechanics or materialman's lien, or other liens, or stop notices, to stand against the Premises and/or Property by reason of any use or occupancy by LICENSEE, or any person claiming under LICENSEE. If LICENSEE desires to contest or withhold any payment which would lead to the placement of any such liens or stop notices, or contest any such lien, or stop notice, then prior to commencing such contest and withholding, LICENSEE shall furnish CITY with a bond to secure the payment of such obligation and obtain CITY's prior written approval of the bond, which approval CITY shall not unreasonably delay, deny or condition.

### **Section 3.03 Performance Bond [Letter of Credit]**

(b) Prior to execution of this Agreement, LICENSEE shall pay for and provide the CITY with a performance bond, in substantially the form attached hereto as Exhibit F, and naming CITY as obligee in an amount equal to \$75,000 to guarantee and assure LICENSEE's faithful performance of LICENSEE's obligations under this License, including without

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limitation, removal obligations and payment of the monthly License Fee (the "Performance Bond"). The amount of the Performance Bond shall be increased by the percentage of increase in the Los Angeles-Anaheim-Riverside All Urban Consumer Price Index (CPI) or any relevant successor for the Orange County area, for the preceding five (5) year Initial Term or applicable Renewal Term, as the case may be, provided that the minimum increase shall be at least ten percent (10%) and the maximum increase shall not exceed fifteen percent (15%).

(c) CITY shall have the right to draw on the Performance Bond in the event of default by LICENSEE or in the event LICENSEE fails to meet and fully perform any of its obligations under this License.

(d) LICENSEE shall deposit a sum of money or a replacement instrument sufficient to restore the Performance Bond to its original amount within forty-five (45) days after receipt of notice from the CITY that any amount has been recovered from the Performance Bond. Failure to restore the Performance Bond to its full amount within the required forty-five (45) days will constitute a breach of a material condition of this License.

(e) The Performance Bond shall remain in effect until this License has been terminated and LICENSEE has removed the Facilities and otherwise complied with all removal and restoration requirements set forth in this License.

**ARTICLE 4 - INTERFERENCE**

**Section 4.01 Interference**

(a) LICENSEE shall operate the Facilities so as not to cause signal interference to CITY's previously installed communication equipment or the communications equipment of other previously authorized users of the Property whose equipment was installed prior to the date of the Prior License. LICENSEE's operations shall not interfere with any of CITY's communications operations on a citywide basis, either current or future nor with any third party's communications operations at the Property, provided that the third party's communications operations commenced prior to the initial installation of LICENSEE's Facilities. In the event such signal interference in violation of this Section 4.01 should occur, LICENSEE shall bear all costs to remedy the interference. All communication systems operations, operating in the same manner as of the time of installation of the Facilities and in compliance with applicable laws shall not be deemed interference to LICENSEE. All operations by LICENSEE shall be lawful

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and in compliance with all applicable laws, including all applicable Federal Communications Commission requirements.

(b) Upon CITY's request, LICENSEE shall provide initial proof of compliance with original transmission tolerance and interference analysis by a certification through an independent source.

(c) Subsequent to the date of this License, CITY shall not permit use of the Property in a manner which interferes with the communication operations of LICENSEE. In the event CITY determines that a third party's operations contained within the Property do not interfere with LICENSEE's communications operations, and LICENSEE is still experiencing interference, LICENSEE shall have the right to hire, at LICENSEE's sole cost and expense, a non-affiliated, third-party consultant that is an expert in radio frequency interference issues ("Expert") to determine the source of such interference. The Expert shall determine the source of such interference, and will recommend in writing an appropriate course of action to eliminate the interference with the Facilities. If the Expert determines that a third party's operations interfere with LICENSEE's communications operations, LICENSEE shall provide CITY with the Expert's written recommendation, and CITY shall enforce the provisions of this Section, and mandate the elimination of the third-party's interference which is contained within the CITY's Property.

(d) Prior to the modification of the Premises, CITY and LICENSEE shall notify each other and any other pre-existing communications licensees or tenants on the Property at least thirty (30) days prior to the use or installation of any new equipment on the Property, which may interfere with the facilities of other tenants, LICENSEE's Facilities, or CITY's facilities or its equipment, or the facilities or equipment of any other LICENSEE assignee or sub-licensee of CITY, as the case may be. Within ten (10) business days from LICENSEE's notification to CITY, CITY will forward LICENSEE contact information to any existing communications tenants or licensees, assignee or sub-licensee of CITY.

(e) If LICENSEE or CITY breaches its obligations under this Article 4, the Party breaching its obligations, upon receiving written notice from the other Party of any such breach, shall take all steps necessary to correct and eliminate such interference. If LICENSEE breaches its obligation, LICENSEE shall without limitation modify its equipment and/or antennas or

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remove its equipment and/or antennas from any facilities or towers. Any breach as addressed by notice under this section must be remedied within thirty (30) days of delivery of said notice.

(f) LICENSEE agrees that under no circumstances will the Facilities interfere in any way or manner with the use or operation of Federal, State and local, including CITY, police and fire department radio equipment, including but not limited to the 800 Megahertz radio system. If CITY determines in its reasonable discretion that LICENSEE has interfered with the operation of the police and fire department's radio equipment, and LICENSEE cannot cure said interference within the time provided in paragraph (e), CITY, without liability to LICENSEE, shall have the right to take whatever steps are necessary to temporarily cease and shut down the Facilities; provided, however, in no event shall CITY access or interfere with LICENSEE's equipment in LICENSEE's cabinets. If reasonably possible, CITY shall endeavor to give prior notice to LICENSEE of any impending shut down but CITY shall not be obligated to do so.

(g) LICENSEE shall maintain radio-frequency radiation within the levels allowed by Federal Regulations stated in Section 1.1310 of CFR 47 and OET Bulletin 65. Any area casually accessible by the general public or by any worker at ground level shall be maintained below limits stated for General Population/Uncontrolled Exposure. LICENSEE shall report to CITY any areas discovered by LICENSEE to exceed such federally mandated limits.

(h) With not less than thirty (30) days prior notice, CITY may require LICENSEE to shut down the Facilities to allow for safe working conditions for CITY employees, agents and contractors on the Property, provided that CITY uses reasonable efforts to ensure that the shutdowns do not occur during peak hours of operation. Any areas on the Property where persons may be subjected to radiation levels that exceed the General Population/Uncontrolled limits must be clearly identified as required by CAL-OSHA. LICENSEE shall provide CITY with written shutdown procedures, contact names, and telephone numbers.

## **ARTICLE 5 – INDEMNITY AND INSURANCE**

### **Section 5.01 Indemnification, Defense, Hold Harmless**

LICENSEE hereby agrees to protect, defend, indemnify and hold and save harmless CITY, its officers, and employees against any and all liability, claims, judgments, costs and demands, however caused, including those resulting from death or injury to LICENSEE's employees and damage to LICENSEE's property, arising directly or indirectly from

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LICENSEE's use of the Premises, including those arising from the passive concurrent negligence of CITY, but save and except those which arise out of the active concurrent negligence, sole negligence, or the sole willful misconduct of CITY. LICENSEE will defend the City at LICENSEE's sole cost and expense.

**Section 5.02 Insurance**

(a) LICENSEE shall at all times during the License Term carry, maintain, and keep in full force and effect, insurance as follows:

(i) General Liability. A policy or policies of Commercial General Liability Insurance with limits of Three Million Dollars (\$3,000,000) per occurrence for bodily injury and property damage and Five Million Dollars (\$5,000,000) general aggregate in or about the Property by reason of the use and occupancy by LICENSEE of the Premises. Not more frequently than once each three years and upon 60 days written notice to LICENSEE, if, in the opinion of the insurance broker or consultant retained by CITY, the amount of commercial general liability insurance coverage at that time is not adequate, LICENSEE shall increase the insurance coverage as required by CITY's insurance broker or consultant; provided, however, LICENSEE may elect to terminate this License with written notice to CITY in the event LICENSEE objects to such increase in the insurance coverage required as set forth above.

(ii) Automobile Liability. A policy of Commercial Automobile Liability Insurance covering all owned, non-owned and hired vehicles, with a combined single limit of \$1,000,000 each accident for bodily injury and property damage.

(iii) Workers' Compensation and Employer's Liability. Workers' compensation limits as required by the Labor Code of the state of operation, and Employer's Liability limits of \$1,000,000 each accident/disease/policy limit.

(iv) Property and Fire. LICENSEE shall, at its sole cost and expense, obtain and at all times during the term hereof maintain in effect, insurance covering: (a) the Property, Facilities and Premises made by or on behalf of LICENSEE, at LICENSEE's expense under this License; (b) fixtures, furnishings, and equipment located on the Premises; and (c) all alterations, additions, and changes made in or to the Premises during the term of this License at LICENSEE's expense, providing protection to the

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extent of not less than the insurable value of all such items against any peril included under insurance industry practices in the jurisdiction of the Premises within the classification "fire and extended coverage," together with insurance against vandalism, malicious mischief, and sprinkler leakage or other sprinkler damage. LICENSEE hereby waives and releases any and all rights of action for negligence against the CITY which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the CITY, and such policies of insurance shall contain an appropriate provision recognizing this release by LICENSEE.

- (v) The property and fire policies shall also contain the following:
  - a. The insurer will not cancel or reduce the insured's coverage without thirty (30) days prior written notice to CITY;
  - b. A complete and signed certificate of insurance required by this Section shall be filed with CITY prior to the execution of this License. At least thirty (30) days prior to the expiration of any such policy, a signed and complete certification of insurance showing that coverage has been renewed, shall be filed with CITY.

### **Section 5.03 Other Insurance Provisions**

(a) Prior to the execution of this License, LICENSEE shall furnish to CITY certificates of insurance and required insurance endorsements for Commercial General Liability, Automobile Liability Coverage, and Property and Fire policies, subject to approval of the City Attorney, evidencing the following insurance coverages and endorsed to contain, the following provisions:

- (i) The City of Huntington Beach, its elected and appointed officials, employees, agents, and volunteers shall be included as an additional insureds and by endorsement with respect to this Agreement.
  - (ii) LICENSEE's insurance coverage shall be primary insurance as respects CITY, its elected and appointed officials, employees, agents, and volunteers.
- (b) Worker's Compensation and Employers Liability Coverage. The



DO NOT RECORD

Licensee Site Name: Garfield

Licensee MDG: 5000181553

insurer shall agree to waive all rights of subrogation against the CITY, CITY's elected and appointed City Council members, boards, commissions, officers, officials and employees for losses arising from work performed by LICENSEE on the Premises and Property

(c) All Coverages. Upon receipt of notice from its insurer(s), LICENSEE shall provide the CITY with thirty (30) days' prior written notice of cancellation of any required coverage that is not replaced.

(d) Verification of Coverage. At all times during the term of this License and prior to taking possession of the Premises, LICENSEE shall furnish the CITY with certificates of insurance and blanket additional insured endorsements effecting coverage required by this Section 5. All certificates and applicable endorsements are to be received and reasonably approved by the CITY before work commences. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY CONTAINED IN THIS LICENSE, LICENSEE SHALL NOT HAVE THE RIGHT TO MAINTAIN POSSESSION OF THE PREMISES UNTIL SUCH CERTIFICATE OR CERTIFICATES ARE FILED WITH THE CITY CLERK OF CITY.

(e) Indemnification Not Limited. Any insurance required to be obtained and maintained by LICENSEE under this License shall not limit in any way LICENSEE's indemnification obligations under Section 5.01.

(f) CITY will not be responsible for premiums or assessments on any of LICENSEE's policies.

**Section 5.04 Property Insurance**

Before entering the Premises, LICENSEE shall provide property insurance with extended coverage endorsements thereon, on the Premises in an amount equal to the full replacement cost thereof; this policy shall be on a replacement cost basis and shall not contain a coinsurance penalty provision. In the event of loss, the policy proceeds shall be used to repair or rebuild any such improvements so damaged or destroyed; and if not so used, such proceeds shall be paid to CITY. The proceeds of any such insurance payable to CITY shall be used for rebuilding or repair as necessary to restore the Premises and at the sole discretion of CITY. The policy shall name CITY as an Additional Insured.

**Section 5.05 Insurance Proceeds**

DO NOT RECORD

Licensee Site Name: Garfield  
Licensee MDG: 5000181553

Any insurance proceeds received by CITY because of the total or partial destruction of said Premises or any buildings on said Premises shall be the sole property of CITY.

**Section 5.06 Insurance Hazards**

LICENSEE shall not commit or permit the commission of any acts on the Property or Premises nor use or permit the use of either in any manner that will increase the existing rates for or cause the cancellation of any property, liability or other insurance policy insuring the Property, or the Premises. LICENSEE shall, at its sole cost and expense, comply with any and all requirements of insurance carriers necessary for the continued maintenance at reasonable rates of property, liability and other insurance policies on the Property, the Premises and the improvements thereon.

**ARTICLE 6 – TERMINATION AND DEFAULT**

**Section 6.01 Termination in the Event of Casualty or Condemnation**

(a) In the event of any damage, destruction or condemnation of the Premises, which renders the Premises unusable or inoperable in CITY's and LICENSEE's reasonable judgment, LICENSEE shall have the right, but not the obligation, to terminate the License with respect to the Premises by giving written notice to CITY within thirty (30) days after such damage, destruction or condemnation, if by virtue of such damage, destruction or condemnation, CITY and LICENSEE jointly determine that the Premises are no longer adequate for LICENSEE to continue its operations.

(b) In the event of condemnation, unless LICENSEE is allowed by the condemning authority to continue its operations on the Premises, the License shall terminate as of the date title to the Property and/or Premises vests in the condemning authority or LICENSEE is required to cease its operations, whichever is earlier. If any property described herein or hereinafter added hereto is taken in eminent domain, LICENSEE's entitlement to any award or payments, if any, shall be limited to relocation benefits afforded to LICENSEE pursuant to State or Federal eminent domain / condemnation laws, and any and all other awards, payments and benefits shall be paid to CITY.

**Section 6.02 Termination**

(a) This License may be terminated on thirty (30) days prior written notice as follows: (1) by either Party upon a default of any covenant or term, material or otherwise, hereof

DO NOT RECORD

Licensee Site Name: Garfield

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by the other Party, which default is not cured within thirty (30) days of receipt of written notice of the default, provided however, if the nature of the cure requires more than thirty (30) days then no such default will be deemed to exist if LICENSEE has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence; (2) by either Party upon a monetary default within thirty (30) days from receipt of notice, or (3) by LICENSEE if LICENSEE is unable to occupy and utilize the Premises due to any action of the Federal Communications Commission, including without limitation, a take back of channels or change in frequencies.

(b) Upon one year prior written notice, LICENSEE shall have the right to terminate the License by paying CITY the sum of twelve (12) months' License Fees ("Buyout Payment"). The License shall terminate at the end of the one year notice, CITY receipt of the Buyout Payment, and LICENSEE returning the Premises to its original condition pursuant to Section 1.09, and otherwise faithfully performing all terms and conditions as stated herein prior to termination.

#### **Section 6.03 Relocation and Assistance**

Except as expressly provided in this License, in the event this License is terminated, LICENSEE shall not be entitled to any relocation rights or benefits and expressly waives such benefits and rights under city, state or federal relocation assistance plans.

### **ARTICLE 7 – ASSIGNMENT, ABANDONMENT, DEFAULT, INSOLVENCY**

#### **Section 7.01 Permitted Assignment**

LICENSEE may assign this License to any wholly-owned affiliate of LICENSEE or LICENSEE's parent, provided such affiliate has a net worth (after debt) of at least Two Hundred Fifty Million Dollars (\$250,000,000), or to LICENSEE's parent, with at least sixty (60) days written notice to CITY. Any other assignment, sublease, collocation or transfer of LICENSEE's rights pursuant to this License requires CITY's prior written consent, which will not be unreasonably withheld, conditioned or delayed. Except as provided above, this License is personal to LICENSEE, and LICENSEE will not assign, transfer sublease or sell this License or any privilege hereunder in whole or in part, and any attempt to do so will be void and confer no right on any third party.

DO NOT RECORD

Licensee Site Name: Garfield  
Licensee MDG: 5000181553

**Section 7.02 Default and Abandonment by LICENSEE**

Should LICENSEE breach this License beyond any applicable notice and cure period and abandon the Premises prior to the expiration of the License Term, CITY may:

- (a) Continue this License in effect by not terminating LICENSEE's right to the Premises, in which event CITY shall be entitled to enforce all its rights and remedies under this License, including the right to recover the rent/consideration specified in this License as it becomes due under this License; or
- (b) Terminate this License and recover from LICENSEE:
  - (i) The worth at the time of award of the unpaid rent which has been earned at the time of termination of the License, and
  - (ii) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination of the License until the time of award exceeds the amount of rental loss that LICENSEE proves could have been reasonably avoided; and
  - (iii) The worth at the time of award of the amount by which the unpaid rent for the balance of the then current term of this License after the time of award exceeds the amount of rental loss that LICENSEE proves could be reasonably avoided; and
  - (iv) Any other reasonable amount necessary to compensate CITY for all detriment proximately caused by LICENSEE's failure to perform its obligations under this License.

**Section 7.03 Insolvency of LICENSEE**

The insolvency of LICENSEE as evidenced by a receiver being appointed to take possession of all or substantially all of the property of LICENSEE, or the making of a general assignment for the benefit of creditors by LICENSEE, or the filing of a petition in bankruptcy by LICENSEE shall terminate this License and entitle CITY to re-enter and regain possession of the Premises.

**Section 7.04 Cumulative Remedies**

The remedies given to the Parties in this License shall not be exclusive, but shall be cumulative and in addition to all remedies now and hereafter allowed by law or elsewhere provided in this License.

DO NOT RECORD

Licensee Site Name: Garfield  
Licensee MDG: 5000181553

**Section 7.05 Waiver of Breach**

The waiver by a Party of any breach of any of the provisions of this License shall not constitute a continuing waiver or a waiver of any subsequent breach by the other Party of the same or another provision of this License.

**ARTICLE 8 – QUIET ENJOYMENT**

**Section 8.01 Quiet Enjoyment**

CITY warrants that: (1) CITY owns the Property in fee simple and has rights of access thereto; (2) CITY has full rights to make this License; and (3) CITY covenants and agrees with LICENSEE that upon LICENSEE paying the License Fee and observing and performing all the terms, covenants and conditions on LICENSEE's part to be observed and performed, LICENSEE may peacefully and quietly enjoy the Premises; subject, nevertheless, to the terms and conditions of this License.

**ARTICLE 9 – HAZARDOUS MATERIALS**

**Section 9.01 Hazardous Materials**

LICENSEE represents and warrants that its use of the Premises herein will not generate any hazardous substance, and it will not store or dispose on the Premises nor transport to or over the Premises any hazardous substance in violation of applicable law. LICENSEE further agrees to clean-up and remediate any hazardous substance released by LICENSEE on the Premises and Property, and hold CITY harmless from and indemnify CITY against any such release of any such hazardous substance and any damage, loss, or expense or liability resulting from such release caused by LICENSEE including all attorneys' fees, costs and penalties incurred as a result thereof, except any release caused by the negligence or acts or omissions of CITY, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

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Licensee Site Name: Garfield

Licensee MDG: 5000181553

**ARTICLE 10 – MISCELLANEOUS**

**Section 10.01 Force Majeure – Unavoidable Delays**

Should the performance of any act required by this License to be performed by either CITY or LICENSEE be prevented or delayed by reason of an act of God, strike, lockout, labor troubles, inability to secure materials, restrictive governmental laws or regulations, or any other cause except financial inability not the fault of the Party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay, and performance of the act during the period of delay will be excused. Provided, however, that nothing contained in this Section shall excuse the prompt payment of the License Fee by LICENSEE as required by this License or the performance of any act rendered difficult solely because of the financial condition of the Party, CITY or LICENSEE, required to perform the act.

**Section 10.02 Notice**

Any written notice or required submittals, given under the terms of this License, shall be deemed validly given if delivered personally, or mailed, certified mail, postage prepaid, addressed to the Party concerned as follows:

TO LICENSEE:

Los Angeles SMSA  
Limited Partnership,  
DBA Verizon Wireless  
Attention: Network Real Estate  
Site: Garfield  
180 Washington Valley RD.  
Bedminster, NJ 07921

With a copy to:

Basking Ridge Mail Hub  
Attn: Legal Intake  
One Verizon Way  
Basking Ridge, NJ 07920

DO NOT RECORD

Licensee Site Name: Garfield  
Licensee MDG: 5000181553

TO CITY:

City of Huntington Beach  
City Manager  
2000 Main Street  
Huntington Beach, CA 92648

With a Copy to:

City of Huntington Beach  
Real Estate Manager  
2000 Main Street  
Huntington Beach California 92648

CITY or LICENSEE may from time to time designate any other address for this purpose by written notice to the other Party. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

**Section 10.03 Contract Administrator**

The City Manager, or his designee, shall be CITY's Contract Administrator for this License and all approval and notices required to be given herein shall be so directed and addressed.

**Section 10.04 Compliance with Laws**

LICENSEE shall, at LICENSEE's sole cost and expense, comply with all statutes, ordinances, regulations, and requirements of all governmental entities, including federal and state and county and municipal, relating to LICENSEE's use and occupancy of the Premises and the Facilities, whether such statutes, ordinances, regulations and requirements be now in force or hereinafter enacted. LICENSEE shall, at LICENSEE's sole cost and expense, obtain all permits and other governmental approvals required in connection with LICENSEE's activities hereunder.

**Section 10.05 Binding on Heirs and Successors**

DO NOT RECORD

Licensee Site Name: Garfield  
Licensee MDG: 5000181553

This License shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties hereto. The provisions of this Section shall not be deemed a waiver of any of the conditions against assignment set forth herein.

**Section 10.06 Interpretation of this License**

The language of all parts of this License shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. If any provision of this License is held by a court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this License. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this License, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the Parties have no right to contract, then the latter shall prevail, and the provision of this License which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

**Section 10.07 Waste or Nuisance**

LICENSEE shall not commit or permit the commission by others of any waste on the Premises. LICENSEE shall not maintain, commit, or permit the maintenance or commission of any nuisance as defined in Section 3479 and/or Section 3480 of the *California Civil Code* on the Premises; and LICENSEE shall not use or permit the use of the Premises for any unlawful purpose.

**Section 10.08 Repairs**

LICENSEE shall not be required to make any repairs to the Premises, except for damages to the Premises caused by LICENSEE, its employees, agents, contractors, and subcontractors.

**Section 10.09 Time of Essence**

Time is expressly declared to be the essence of this License.

**Section 10.10 Governing Law**



DO NOT RECORD

Licensee Site Name: Garfield  
Licensee MDG: 5000181553

This License shall be governed under the laws of the State of California, and any and all actions initiated under this License shall be brought solely and exclusively in a court of competent jurisdiction in the County of Orange, State of California, and no other court.

**Section 10.11 Survival**

Terms and conditions of this License, which by their sense and context survive the termination, or expiration of this License, shall so survive.

**Section 10.12 Public Necessity**

CITY may suspend this License without liability to LICENSEE when public necessity so requires, or suspend operation immediately hereunder, without any advance notice and without any liability to LICENSEE, in the event of public emergency, as may be determined by State or City law. Such suspension will terminate when the public necessity or emergency no longer exists.

**Section 10.13 Conflict of Interest**

LICENSEE warrants and covenants that no official or employee of CITY nor any business entity in which an official or employee of CITY is interested (1) has been employed or retained to solicit or aid in the procuring of this License; or (2) will be employed in the performance of this License without the immediate divulgence of such fact to CITY. For breaches or violations of this Section, CITY shall have the right to annul this License without liability.

**Section 10.14 Attorney's Fees**

In the event suit is brought by either Party to enforce the terms and provisions of this License or to secure the performance hereof, each Party shall bear its own attorney's fees.

**Section 10.15 Captions**

Captions used in this License are for ease of reference only and shall not affect the construction or interpretation of this License.

**Section 10.16 Duplicate Original**

The original of this License and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any Party who has signed it.

DO NOT RECORD

Licensee Site Name: Garfield  
Licensee MDG: 5000181553

**Section 10.17 Sole and Only License**

This License constitutes the entire agreement and understanding between CITY and LICENSEE respecting the Premises, the licensing of the Premises to LICENSEE, or the License Term herein specified, and correctly sets forth the obligations of CITY and LICENSEE to each other as of its date. Any agreements or representations respecting the Premises or their licensing between the Parties not expressly set forth in this instrument are null and void. This License or any part of it may not be changed, altered, modified, limited or extended orally or by any agreement between the Parties, unless such agreement is expressed in writing, signed and acknowledged by CITY and LICENSEE, or their successors in interest.

*[Signature Page Follows]*

DO NOT RECORD

Licensee Site Name: Garfield  
Licensee MDG: 5000181553

IN WITNESS WHEREOF, the Parties hereto have caused this License to be executed by and through their authorized officers the day, month and year first written above.

LICENSEE

**Los Angeles SMSA Limited Partnership  
dba Verizon Wireless  
a California limited partnership**

**By: AirTouch Cellular Inc.**

**Its: General Partner**

By:   
Manisha Patel

Print name AVP - Network Engineering

Date: 10/8/24

LICENSOR:

**CITY OF HUNTINGTON BEACH, a municipal  
corporation of the State of California**

\_\_\_\_\_  
Mayor

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

\_\_\_\_\_  
City Clerk


REVIEWED AND APPROVED:

\_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

  
For City Attorney Paul

INITIATED AND APPROVED:

  
Director of Public Works  
Community Development

DO NOT RECORD

Licensee Site Name: Garfield  
Licensee MDG: 5000181553

**EXHIBIT A**

**Legal Description of the Property**

**Commonly known as Talbert Park**

**The south 200 feet of the Northwest quarter of the Northwest quarter of Section 6, Township 6 South, Range 10 West, in the Rancho Los Bolsas, in the City of Huntington Beach, as shown on a map recorded in Book 51, Page 14, Miscellaneous Maps, records of said Orange County.**

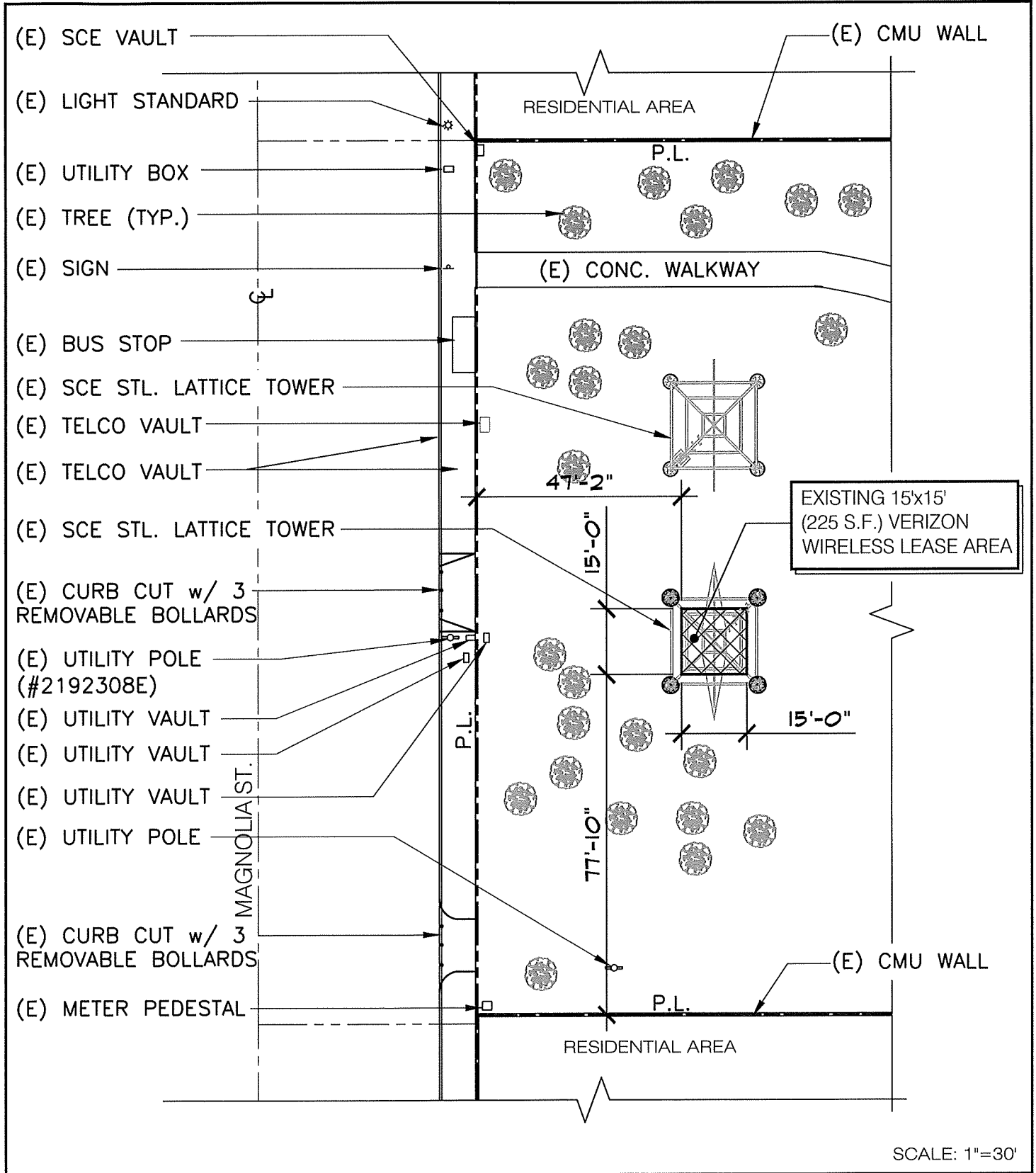
**Excepting therefrom the portion conveyed to Orange County Flood Control District by deed recorded March 16, 1961 in Book 5657, Page 674, Official Records.**

**Also excepting therefrom that portion of said land granted to Orange County Flood Control District**

DO NOT RECORD

Licensee Site Name: Garfield  
Licensee MDG: 5000181553

**EXHIBIT B**  
**Description of Permanent Premises**  
**[attached]**



**derra**  
 495 E. Rincon Street, Suite 204  
 Corona, California 92879  
 Ph. 951 288-1850 Fax 951 288 1851

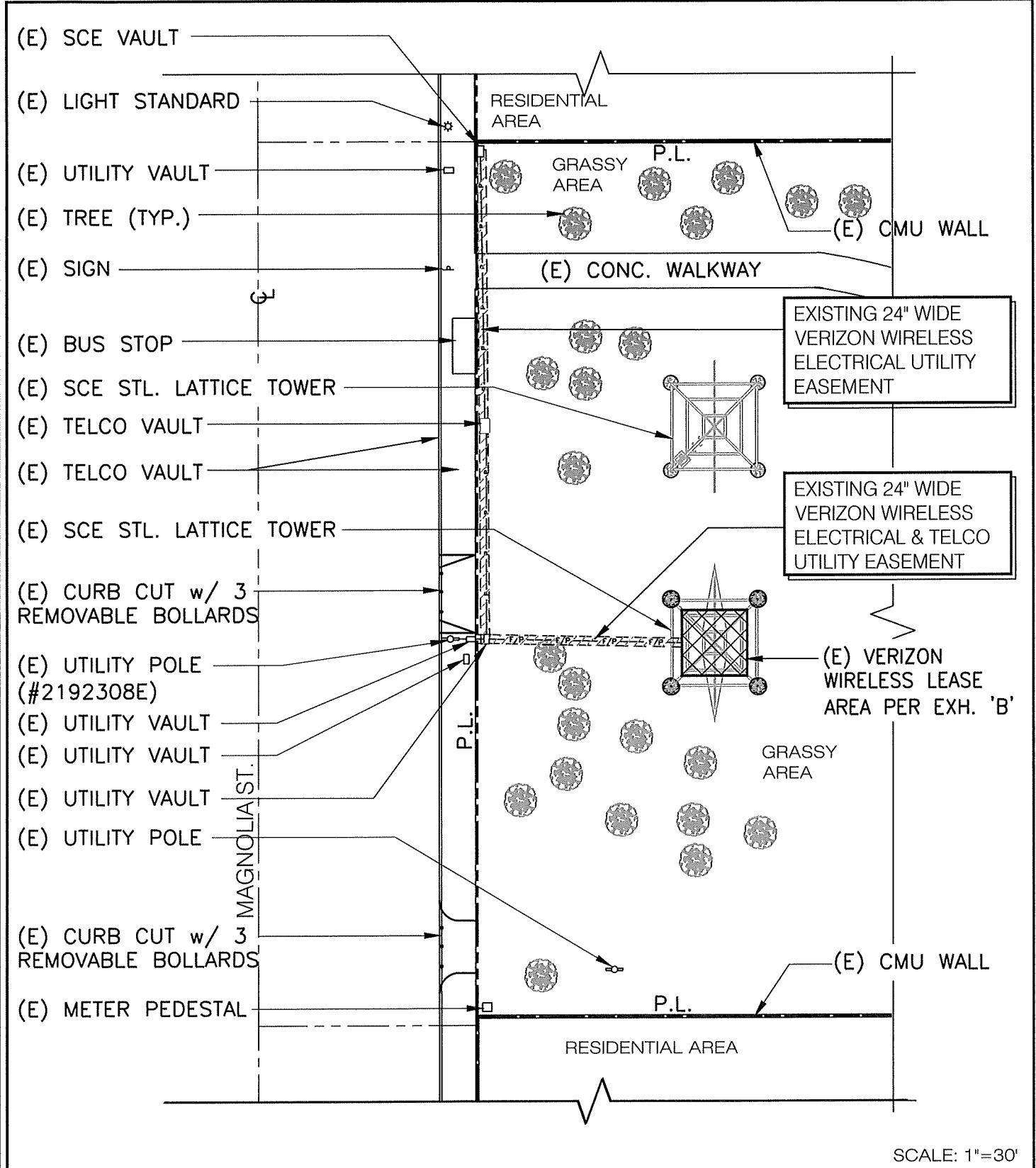
PREPARED FOR:  
**verizon**  
 15505 Sand Canyon Ave.  
 Building 'D', First Floor  
 Irvine, CA. 92618 (949) 286-7000

LEASE EXHIBIT  
 SITE NAME: "GARFIELD"  
 ADDRESS:  
 19242 MAGNOLIA STREET  
 HUNTINGTON BEACH, CA 92646 SHEET: 1 OF 1

DO NOT RECORD

Licensee Site Name: Garfield  
Licensee MDG: 5000181553

**EXHIBIT C**  
**Description of Conduit Easement Areas**  
**[attached]**

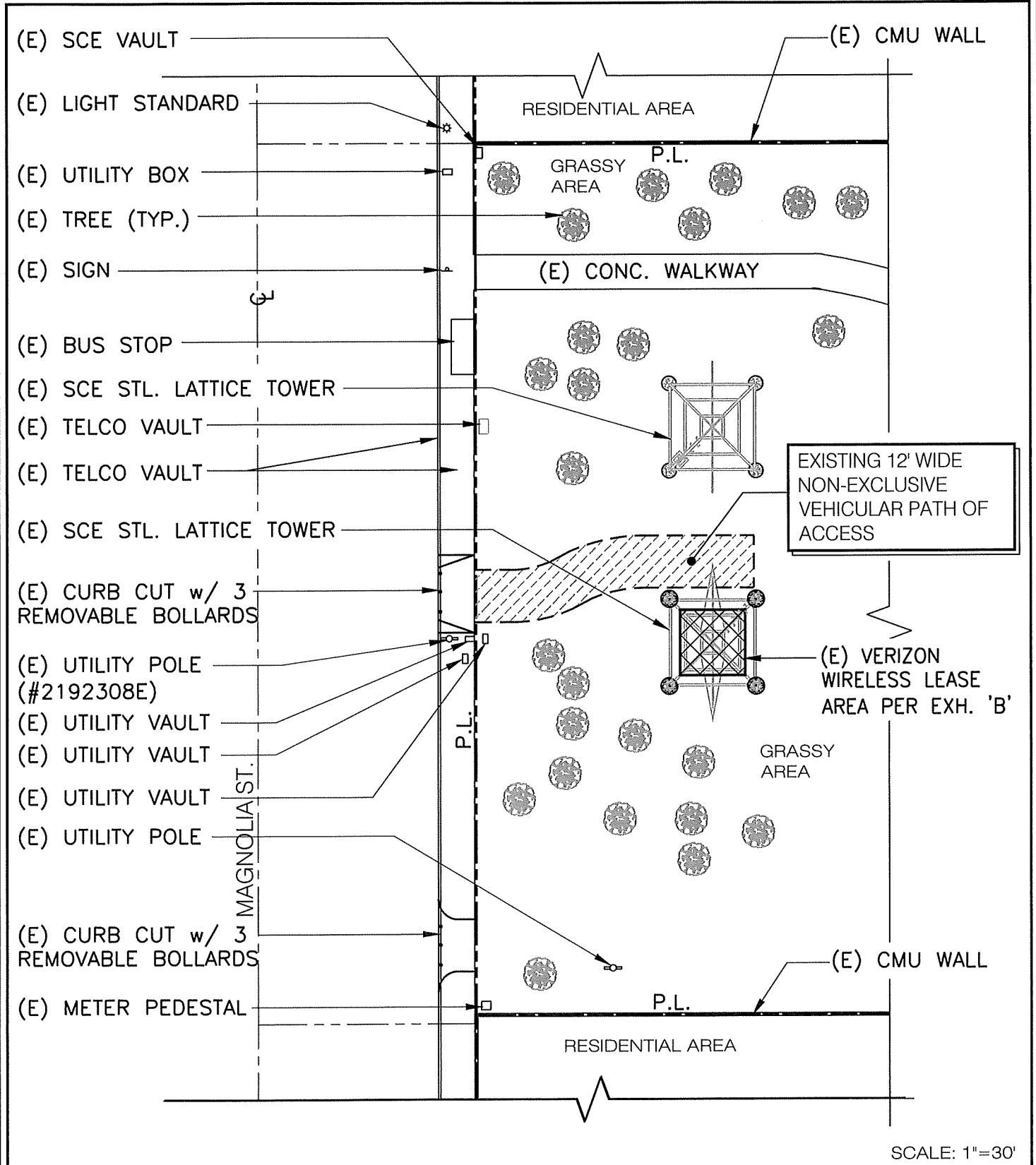


SCALE: 1"=30'

 NORTH	 495 E. Rincon Street, Suite 204 Corona, California 92879 Ph. 951.268.1850 Fax 951.268.1851	PREPARED FOR:  15505 Sand Canyon Ave. Building 'D', First Floor Irvine, CA. 92618 (949) 286-7000	LEASE EXHIBIT SITE NAME: "GARFIELD" ADDRESS: 19242 MAGNOLIA STREET HUNTINGTON BEACH, CA 92646 SHEET: 1 OF 1
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**EXHIBIT D**  
**Description of Access Easement Areas Premises**  
**[attached]**



 NORTH	 495 E. Rincon Street, Suite 204 Corona, California 92879 Ph. 951.268.1850 Fax 951.268.1651	PREPARED FOR:  15505 Sand Canyon Ave. Building "D", First Floor Irvine, CA. 92618 (949) 286-7000	LEASE EXHIBIT SITE NAME: "GARFIELD" ADDRESS: 19242 MAGNOLIA STREET HUNTINGTON BEACH, CA 92646 SHEET: 1 OF 1
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**EXHIBIT E**  
**Description of LICENSEE Facilities**  
**[attached]**



Dept. Approved Date	
A&C	
RF	
RE	
INT	
ET	
CP	
EA/OUT	

**Verizon**  
 15505 Sand Canyon Ave.  
 Building C2, Second Floor  
 Irvine, CA 92618  
 (949) 266-7000

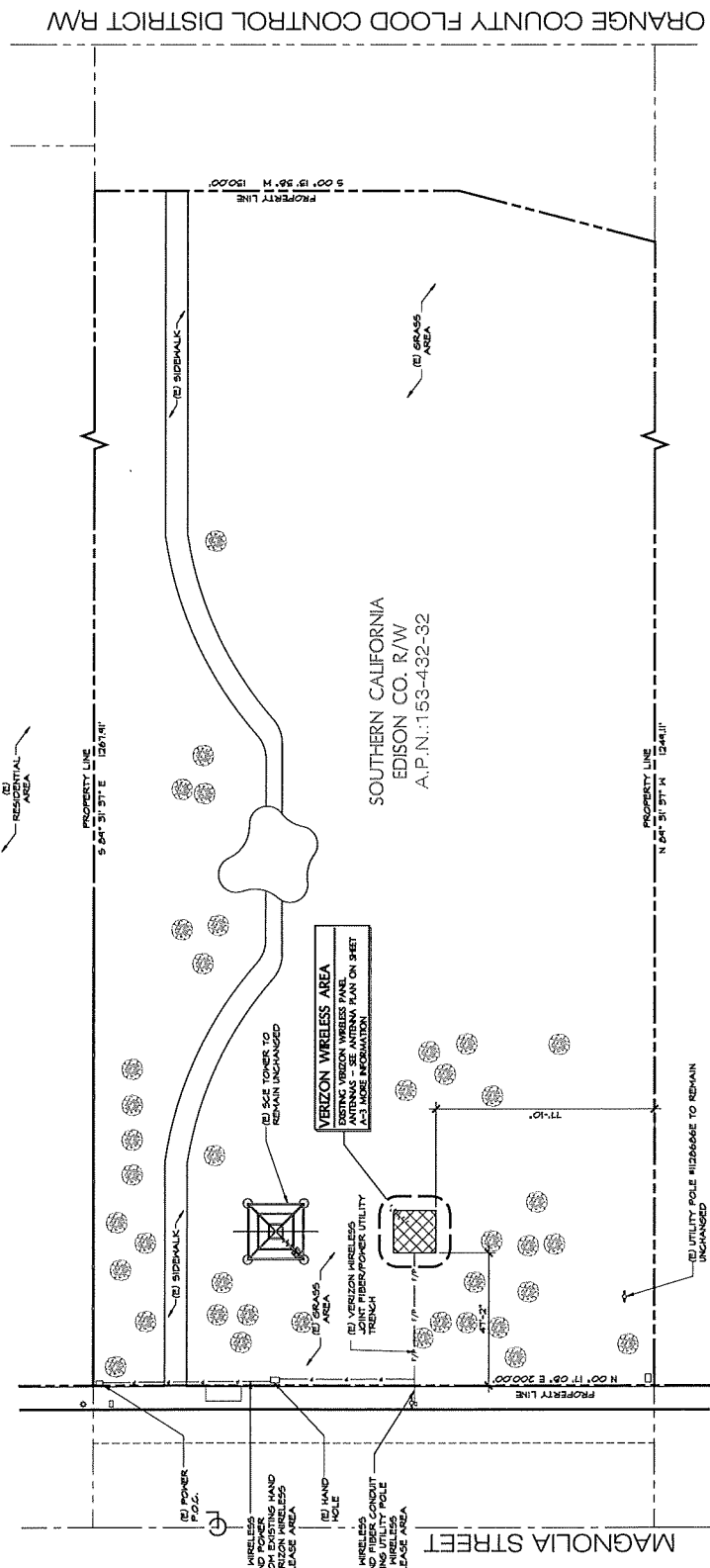
SEE TOWER M5-T3 BARRELLS 220KV  
 WIRELESS TOWER  
 BUILT - 1995  
 NAME: "GARFIELD"  
 19242 MAGNOLIA STREET  
 HUNTINGTON BEACH, CA 92646  
 LEASE RENEWAL ZONING DRAWINGS

**Delta**  
 7790 California Ave., Suite 100  
 Irvine, CA 92618  
 (714) 951-1500 Fax: 951-661-0001

REVISIONS	
NO. TO - FROM	
DATE	
BY	
CHKD	
DATE	
BY	
CHKD	
DATE	

**A-1**  
 RP No. 24002

**NOTE:**  
 THESE PLANS ARE BASED ON RECORD DOCUMENTS FURNISHED BY THE APPLICANT AND DEEMED RELIABLE. A TOPOGRAPHIC SURVEY WAS NOT CONDUCTED FOR THESE PLANS. THE APPLICANT ASSUMES FULL RESPONSIBILITY FOR THE ACCURACY OF PROPERTY LINES, EASEMENTS, UTILITY LINES AND/OR EXISTING STRUCTURE HEIGHT AS INDICATED ON THESE PLANS.

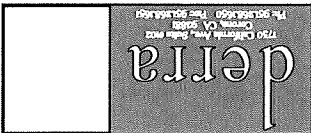


**SITE PLAN**  
 0 10 20  
 GRAPHIC SCALE

Dept. Approved Date	
A&C	
RF	
INT	
EE	
GPS	
E/OUT	

**Verizon**  
 15505 Sand Canyon Ave.  
 Building C2, Second Floor  
 Irvine, CA 92618  
 (949) 266-7000

LEASE RENEWAL ZONING DRAWINGS  
 (E) TOWER EQUIPMENT PLAN  
 1924Z MAGNOLIA STREET  
 NAME: GARFIELD  
 BUILT: 1955  
 (C)P RENEWAL  
 (E) TOWER MS-T9-BARRE-EL15 220KV

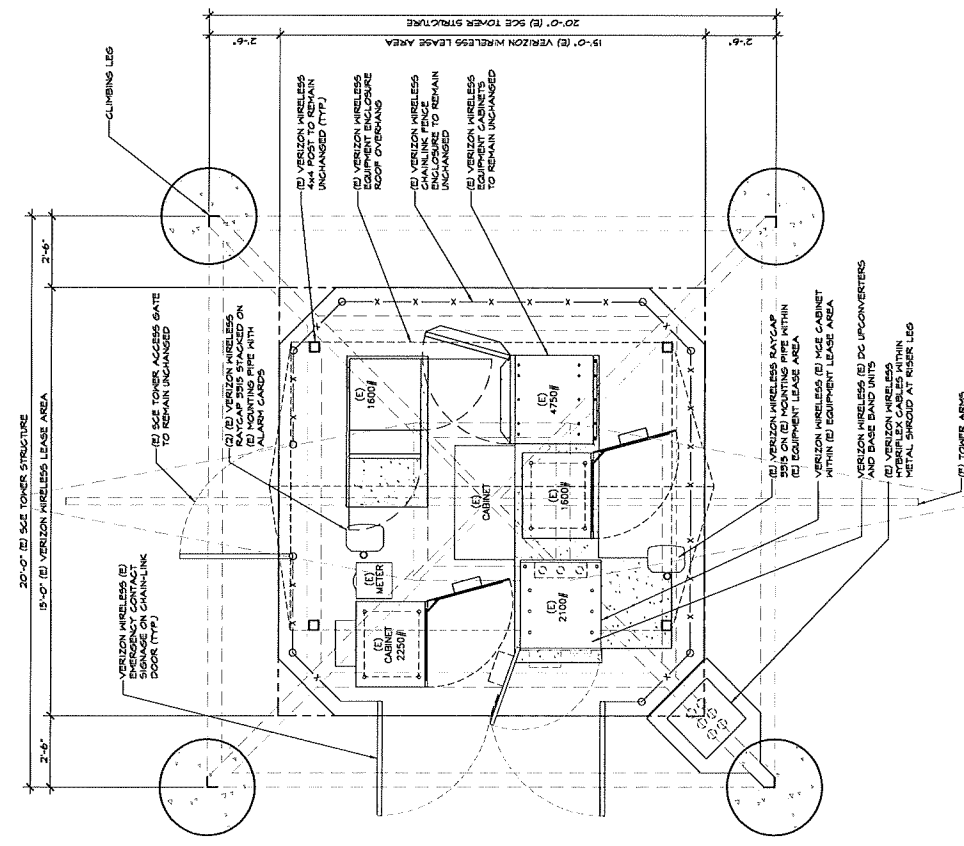


Revisions	12/21	15' 0" - RISE
2		
1		
0		

A-2  
 Job No. 21002

Z.A. CASE NO. \_\_\_\_\_

**NOTE:**  
 THESE PLANS ARE BASED ON RECORD DOCUMENTS FURNISHED BY THE  
 CLIENT AND DEEMED RELIABLE. A TOPOGRAPHIC SURVEY WAS  
 PERFORMED AND THE RESULTS WERE USED TO DETERMINE  
 THE ACCURACY OF PROPERTY LINES, EASEMENTS, UTILITY LINES AND/OR  
 EXISTING STRUCTURE HEIGHT AS INDICATED ON THESE PLANS.



EXISTING TOWER EQUIPMENT PLAN  
 SCALE 1/8"=1'-0"









**EXHIBIT F**

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, [name and address of LICENSEE] (hereafter designated as "Principal"), has, by written License Agreement dated \_\_\_\_\_, contracted with the City of Huntington Beach, 2000 Main Street, Huntington Beach, CA (hereafter designated as "Owner") to construct telecommunications facilities on the property known as [address or legal description], which License Agreement, and all of the Contract Documents attached to or forming a part of that License Agreement (hereinafter designated as "License"), are hereby referred to and incorporated by reference;

NOW THEREFORE, we, the Principal, and

\_\_\_\_\_ and  
\_\_\_\_\_ [name(s), address(es), and status, if relevant of surety or sureties, e.g. ABC Insurance, a corporation duly organized under the laws of the State of \_\_\_\_\_, having its principal office at \_\_\_\_\_ (address), and authorized to transact a general surety business in the State of California as Surety, are held and firmly bound unto Owner in the sum of Seventy Five Thousand Dollars (\$ \$75,000), lawful money of the United States of America for the payment of which sum Principal and Surety hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal promptly and faithfully performs all the covenants and conditions of the License on its part, then this obligation shall be void; but otherwise this obligation shall remain in full force, subject, however, to the following conditions:

1. Whenever the Principal shall be in default under the License, the Surety may promptly remedy the default.
2. If the Owner defaults in the performance of any material covenant or condition on its part to be performed under the License, the Surety shall be relieved from all liability hereunder.

3. The Surety shall not be liable for the nonperformance of any of the terms of the License attributable to fire, riot, strike, the elements or other acts of God, or for any loss or damage resulting therefrom.

4. No right of action shall accrue on this bond to or for the use of any person, firm, or corporation other than the Owner, or its business successors.

5. No suit, action, or proceeding shall be maintained under this bond unless commenced within two years after the expiration or termination of the Lease Term of the License.

IN WITNESS WHEREOF two identical counterparts of this instrument, each of which shall for all purposes be deemed an original, have been duly executed by the above Principal and [Surety or Sureties]

on \_\_\_\_\_ [date].

PRINCIPAL

\_\_\_\_\_ [signature of principal]

\_\_\_\_\_ [typed name]

[By \_\_\_\_\_ (typed name and title, if applicable)]

SURETY

\_\_\_\_\_ [signature of surety]

\_\_\_\_\_ [typed name]

[By \_\_\_\_\_ (typed name and title, if applicable)]

SURETY

\_\_\_\_\_ [signature of surety]

\_\_\_\_\_ [typed name]

[By \_\_\_\_\_ (typed name and title, if applicable)]

**EXHIBIT F**

**Bond Number: 9460375**

**Executed in Duplicate**

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, Los Angeles SMSA Limited Partnership a California Limited Partnership dba Verizon Wireless One Verizon Way, Basking Ridge, NJ 07962 (hereafter designated as "Principal"), has, by written License Agreement dated \_\_\_\_\_, contracted with the City of Huntington Beach, 2000 Main Street, Huntington Beach, CA (hereafter designated as "Owner") to construct telecommunications facilities on the property known as Talbert Park, 19242 Magnolia Street, Huntington Beach, CA, Accessor's Parcel Number 153-432-32 which License Agreement, and all of the Contract Documents attached to or forming a part of that License Agreement (hereinafter designated as "License"), are hereby referred to and incorporated by reference;

NOW THEREFORE, we, the Principal, and Fidelity and Deposit Company of Maryland a corporation duly organized under the laws of the State of Illinois, having its principal office at 1299 Zurich Way, Schaumburg, IL 60196, and authorized to transact a general surety business in the State of California as Surety, are held and firmly bound unto Owner in the sum of Seventy Five Thousand Dollars (\$ \$75,000), lawful money of the United States of America for the payment of which sum Principal and Surety hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal promptly and faithfully performs all the covenants and conditions of the License on its part, then this obligation shall be void; but otherwise this obligation shall remain in full force, subject, however, to the following conditions:

1. Whenever the Principal shall be in default under the License, the Surety may promptly remedy the default.
2. If the Owner defaults in the performance of any material covenant or condition on its part to be performed under the License, the Surety shall be relieved from all liability hereunder.
3. The Surety shall not be liable for the nonperformance of any of the terms of the License attributable to fire, riot, strike, the elements or other acts of God, or for any loss or damage resulting therefrom.
4. No right of action shall accrue on this bond to or for the use of any person, firm, or corporation other than the Owner, or its business successors.

5. No suit, action, or proceeding shall be maintained under this bond unless commenced within two years after the expiration or termination of the Lease Term of the License.

IN WITNESS WHEREOF two identical counterparts of this instrument, each of which shall for all purposes be deemed an original, have been duly executed by the above Principal and **Fidelity and Deposit Company of Maryland** on **October 25, 2024**.

**Los Angeles SMSA Limited Partnership a California Limited Partnership dba Verizon Wireless**

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

*Michael Armanios, Sr. Director, Engineering*

(typed name and title, if applicable)

**Fidelity and Deposit Company of Maryland**

By: *Brittany D. Stuckel*

**Brittany D. Stuckel, Attorney-In-Fact**

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of Missouri }

County of St. Louis }

On 10/25/24 before me, Sandra L. Ham, Notary Public  
(Here insert name and title of the officer)

personally appeared Brittany D. Stuckel,  
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.



Notary Public Signature (Notary Public Seal)

My Commission Expires: January 18, 2025



### ADDITIONAL OPTIONAL INFORMATION

**DESCRIPTION OF THE ATTACHED DOCUMENT**

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

**CAPACITY CLAIMED BY THE SIGNER**

Individual (s)  
 Corporate Officer

\_\_\_\_\_  
(Title)

Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

- This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
  - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
  - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
  - Print the name(s) of document signer(s) who personally appear at the time of notarization.
  - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they-~~ is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
  - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
  - Signature of the notary public must match the signature on file with the office of the county clerk.
    - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
    - ❖ Indicate title or type of attached document, number of pages and date.
    - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
  - Securely attach this document to the signed document with a staple.



**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Brittany D. Stuckel, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

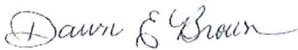
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 29th day of January, A.D. 2024.

ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: Robert D. Murray  
Vice President



By: Dawn E. Brown  
Secretary

**State of Maryland  
County of Baltimore**

On this 29th day of January, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

**GENEVIEVE M. MAISON**  
NOTARY PUBLIC  
BALTIMORE COUNTY, MD  
My Commission Expires JANUARY 27, 2025





**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 25th day of October, 2024.



A handwritten signature in dark ink, appearing to read "T. O. McClellan", is written over a horizontal line.

Thomas O. McClellan  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](mailto:www.reportsfclaims@zurichna.com)  
800-626-4577