

**SITE AGREEMENT (Temporary Site)**

Site Name: Agnews East Temp Site

Site ID #: FS04XC601

This Site Agreement (for temporary site) (this "Agreement") is entered into as of October 1, 2017, by Sprint Spectrum L.P., a Delaware limited partnership ("Sprint" or "Tenant") and Santa Clara Unified School District ("Owner" or "SCUSD"). Owner acknowledges receiving One Dollar (\$1.00) and other sufficient consideration for entering into this Agreement.

**1. Premises and Use.** Owner owns the property described on **Exhibit A** attached (the "Owner's Property"). Owner leases to Sprint for its exclusive use the site, consisting of a portion of Owner's Property and measuring approximately Five Hundred (500) square feet of real property, together with all non-exclusive easements necessary for vehicular and pedestrian access and for access to the appropriate sources of electric, telephone and other utilities, as generally described in the location(s) shown on **Exhibit B** attached (the "Site"). The Site may be used by Sprint (and/or any of its affiliated entities) for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a mobile communications facility commonly known as a "temporary site," including, without limitation a mobile communications facility trailer, utility lines, transmission lines, electronic equipment, radio transmitting and receiving antennas, power sources (including generators and fuel storage tanks), supporting equipment and structures thereto and, if applicable to the Site, an antenna support structure (the "Facilities"). All of the Facilities will remain Sprint's personal property and are not fixtures. Any visual or textual representation of the Facilities on **Exhibit B** is illustrative only, and does not limit the rights of Sprint as provided for in this Agreement. Sprint will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants, if any. Sprint may at any time following the full execution of this Agreement enter upon the Owner's Property for the purpose of: making appropriate engineering and boundary surveys, inspections, soil test borings, and conducting other reasonably necessary tests, licensing, permitting, feasibility or similar activities. Sprint may install around the perimeter of the Site a six (6) foot high chain link fence, with a top and bottom rail. Sprint will have unrestricted access to the Site and the Facilities 24 hours per day, 7 days per week.

**2. Intentionally Omitted**

**3. Term.** This Agreement becomes effective on the date that both Owner and Sprint have executed this Agreement (the "Effective Date"). Tenant's lease term (the "Term") will commence on October 1, 2017, which is defined as the Effective Date and will run until 11:59 p.m. on June 30, 2018. Sprint and Owner previously executed that certain Site Agreement (Temp Site) dated July 1, 2017 for Tenant's continued use of the Site from July 1, 2017 through September 30, 2017 ("Prior Agreement"). Notwithstanding anything contained in the Prior Agreement to the contrary, Owner and Sprint agree that the Prior Agreement expires as of 11:59 p.m. on September 30, 2017. From and after such date, the Prior Agreement shall have no further force or effect and this Agreement will be the only instrument governing Tenant's use of the Site.

**4. Rent.** Within 30 days following the Effective Date, Tenant will pay to Owner a one-time payment in the amount of Fifty Four Thousand and 00/100 Dollars (\$54,000.00) as Rent for the Term of the Agreement. If Tenant terminates the Agreement prior to June 30, 2018, Owner will refund to Tenant a prorated amount of rent based upon the number of days Tenant occupied the Site. Tenant previously deposited with Owner the sum of Forty-Thousand and 00/100 Dollars (\$40,000.00) ("Security Deposit") pursuant to the Prior Agreement. Owner and Tenant acknowledge and agree that, notwithstanding anything contained in the Prior Agreement to the contrary, said Security Deposit shall not be forfeit due to Tenant's failure to remove the Facilities from Owner's Property by 11:59p.m. on September 30, 2017. Instead, said Security Deposit shall continue to be held by Owner during the term of this Agreement as security for the faithful performance by Tenant of the terms, covenants and conditions of this Agreement, including the removal of the Facilities on or before June 30, 2018. If Tenant defaults under this Agreement, which default is not cured by Tenant within the applicable cure period, Owner may use a portion of this Security Deposit to reimburse the Owner for losses, damages or expenses to the extent incurred or suffered by Owner by reason of Tenant's uncured default. In addition, in the event Tenant does not remove the Facilities by 11:59 p.m. Pacific Daylight Time on June 30, 2018, the entire Security Deposit will be forfeited. In all other cases, the Security Deposit will be returned to Tenant within thirty (30) days after the expiration or termination of the Agreement.

**5. Title and Quiet Possession.** Owner represents and warrants to Tenant and further agrees that: (a) it is the owner of Owner's Property; (b) it has rights of

pedestrian and vehicular access from the nearest public roadway to the Site, which Tenant is permitted to use; (c) it has the right to enter into this Agreement; (d) the person signing this Agreement has the authority to sign; (e) Tenant is entitled to access the Site at all times and to quiet possession of the Site throughout the initial Term and each Renewal Term, so long as Tenant is not in default beyond the expiration of any notice or cure period; and (f) Owner will not have unsupervised access to the Site or to the Facilities.

**6. Intentionally Omitted.**

**7. Notices.** All notices must be in writing and are effective only when deposited in the U.S. mail, certified mail, return receipt requested and postage prepaid or when sent via overnight delivery service. Notices to Tenant are to be sent to: Sprint Property Services, Mailstop: KSOPHT0101-Z2650, 6391 Sprint Parkway, Overland Park, KS 66251-2650, with a mandatory copy to: Sprint Law Department, Mailstop KSOPHT0101-Z2020, 6391 Sprint Parkway, Overland Park, Kansas 66251-2020, Attn.: Real Estate Attorney. Notices to Owner must be sent to the address shown underneath Owner's signature.

**8. Improvements.** Tenant may, at its expense, make improvements on and to the Site as it deems necessary or desirable from time to time for the operation of the Facilities. Owner agrees to cooperate with Tenant with respect to obtaining any required zoning or other governmental approvals for the Site, the Facilities and contemplated use thereof. Upon termination or expiration of this Agreement, Tenant will remove all Facilities, and will remove any foundation down to one foot below grade level.

**9. Compliance with Laws.** Tenant acknowledges that Owners' Property (including the Site) may not be in substantial compliance the codes and regulations of applicable governmental authorities. Tenant will substantially comply with all applicable laws relating to its possession and use of the Site.

**10. Interference.** Tenant will resolve technical interference problems that the Facilities might cause with other equipment located at the Site on the Effective Date. Likewise, Owner will use best efforts to ensure that the installation of any equipment on Owner's Property after the Effective Date will not unduly: (i) result in technical interference problems with the Facilities, or (ii) encroach onto the Site. Any future lease of the Site which permits the installation of communications equipment shall be conditioned upon not interfering with Tenant's operation of the Facilities.

**11. Utilities.** Owner does not represent or warrant to Tenant that all utilities adequate for Tenant's intended use of the Site are available at or near the Site. Tenant will pay for all utilities used by it at the Site. Owner grants to Tenant and the local utility companies (as appropriate) any easement(s) reasonably required by Tenant or the utility companies in order to provide utility service required by Tenant for its intended use of the Site throughout the initial Term and each Renewal Term, and Owner will execute, at no cost to Tenant or the utility companies, any instrument(s) reasonably necessary to evidence such rights. If practicable in Tenant's sole judgment, Tenant will install at Tenant's expense a separate electric meter and pay for electricity directly. If a separate meter is not practicable, Tenant may install at Tenant's expense a submeter measuring Tenant's electrical consumption from Owner's electrical lines and switchgear and, in such event, Tenant will reimburse Owner within 30 days after receipt of invoice and a copy of the applicable utility company's bill to Owner, the cost of Tenant's actual electrical consumption based on submeter readings and the then-current utility rate without any mark-up. Tenant may, at its expense, install and maintain a temporary generator and fuel storage tank at the Site or the Owner's Property adjacent to the Site. **Notwithstanding the foregoing, Owner will not provide nor guarantee any utility services.**

**12. Termination.** Notwithstanding any provision contained in this Agreement to the contrary, Tenant may, in Tenant's sole and absolute discretion and at any time and for any or no reason, terminate this Agreement without further liability by delivering prior written notice to Owner.

**13. Default.** If either party is in default under this Agreement for a period of 30 days following receipt of written notice from the non-defaulting party, the non-defaulting party may pursue any remedies available to it against the defaulting party at law and in equity, including, but not limited to, the right to

Site Name: Agnews East Temp Site

terminate this Agreement. If a non-monetary default cannot reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within the 30-day period and proceeds with due diligence to fully cure the default.

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

**15. Hazardous Substances.** . Tenant understands that the Property contains certain substances, chemicals, and/or waste identified as Hazardous, toxic and/or dangerous in applicable federal, state and/or local laws and regulations (collectively, "Hazardous Substance"). Tenant agrees to abide by any mitigation or other measures required by federal, state and/or local agencies. Notwithstanding any provision contained in this Agreement to the contrary, Owner will have sole responsibility for the identification, investigation, monitoring and remediation and cleanup of any Hazardous Substance discovered on Owner's Property, and Owner agrees to indemnify, defend and hold harmless Tenant from any and all Claims relating to any Hazardous Substance present on or affecting Owner's Property prior to or on the Term Commencement Date, unless the presence or release of the Hazardous Substance is caused by the activities of Tenant. Tenant will not introduce or use any Hazardous Substance on the Site in violation of any applicable law, and Tenant will indemnify, defend and hold harmless Owner from and against all Claims arising out of Tenant's breach of this sentence. Owner will not introduce or use any Hazardous Substance on Owner's Property in violation of any applicable law, and Owner will indemnify, defend and hold harmless Tenant from and against all Claims arising out of Owner's breach of this sentence. The provisions of this Section will apply as of the Effective Date. The indemnity obligations under this Section will survive termination of this Agreement.

**16. Insurance.** During the initial Term and all Renewal Terms, each party will procure and maintain commercial general liability insurance, with limits of not less than \$1,000,000 combined single limit per occurrence, and \$2,000,000 aggregate, and will make the other party an additional insured on such policy. Within 30 days after receipt of a written request from the other party, each party will provide the requesting party with a Certificate of Insurance evidencing the required coverage. Alternatively, each party will have the option of providing the requesting party with evidence of such coverage electronically, by providing the requesting party with a Uniform Resource Locator ("URL") link to access such party's Memorandum of Insurance website. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery by subrogation against the other party in connection with any damage covered by the policy. Each party waives its right of recovery against the other for any loss or damage covered by any property insurance policies maintained by the waiving party.

**17. Maintenance.** Tenant will be responsible for repairing and maintaining the Facilities and any other improvements installed by Tenant at the Site in a proper operating and reasonably safe condition.

**18. Miscellaneous.** (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the state in which the Site is located; (c) this Agreement (including the Exhibits and Riders) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (d) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of the provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (e) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

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

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

**OWNER:**

*Santa Clara Unified School District*

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

Name: Mark Allgire \_\_\_\_\_

Title: Chief Business Official \_\_\_\_\_

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

Taxpayer ID: 77-0219105 \_\_\_\_\_

Address: 1889 Lawrence Road \_\_\_\_\_

Santa Clara, CA 95051 \_\_\_\_\_

Contact Phone Number: 408-423-2024 \_\_\_\_\_

Email address: [MAllgire@scusd.net](mailto:MAllgire@scusd.net) \_\_\_\_\_

**TENANT:**

*Sprint Spectrum L.P.,*

a Delaware limited partnership

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

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

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

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

*Attach Exhibit A – Legal Description of Owner's Property*

*Attach Exhibit B – Site Plan*

Site Name: Agnews East Temp Site

Site ID #: FS04XC601

**EXHIBIT A  
TO SITE AGREEMENT (Temporary Site)**

**Legal Description of Owner's Property**

The Owner's Property is located at 3500 Zanker Road, situated in the City of San Jose, County of Santa Clara, State of California commonly described as follows:

**Insert Legal Description:**

**Parcel 1:**

Beginning at a 2" x 3" stake marked M.1 standing at the Southwesterly corner of 127.38 acre conveyed by Henry Bonnett, et ux to Domingo M. Mello, by deed recorded on October 30, 1919 in Book 501 of Deeds, page 60, Records of Santa Clara County, State of California in the Northerly line of a lane and running thence along the easterly fence line of 25.04 acre tract conveyed by Andrea Malovos Company to Mana Sanders; by deed recorded May 18, 1908 in Book 331 of Deeds, page 403, Records of Santa Clara County, State of California, North 17° 33' West 31.77 chains to a 3" x 4" post marked M. standing in the Southerly fence line of Chas. T. Boots' land; thence along the fence line between lands of said Boots and lands now of Domingo M. Mello, North 89° 15' East 51.878 chains to the center line of the Coyote River as established by the County of Santa Clara Authorities 150 feet wide and from which point a witness post marked W.P. and standing on the high westerly bank of said creek, bears South 89° 15' West 81 feet; thence along the center line of the Coyote River as established by said County Authorities with the following courses and distances: to wit: turning to the left with a radius of 530 feet for 74 feet to station; thence North 29° West 372 feet to station; thence curving to the left with a radius of 791.77 feet for 502.50 feet; thence North 73° 25' West 73.50 feet; thence curving to the right with a radius of 205 feet for 284.68 feet; thence North 6 1/2° East 60 feet to station; thence curving to the left with a radius of 513 feet for 442 feet; thence North 42° West 200 feet; thence curving to the left with a radius of 217 feet for 223 feet to station; thence South 76 1/4° West 110 feet to station; thence curving to the right with a radius of 115 feet for 154.27 feet to a station from which a 3" x 4" witness post marked W.P.L.1-L2 bears South 89° 15' West 1.25 chains; said station being the Northeasterly corner of that certain 134.39 acre tract conveyed by Mary E. Hough Boots, et al to Charles T. Boots, by deed dated July 18, 1906 and recorded in the office of the County Recorder of the County of Santa Clara, State of California in Book 334 of Deeds, page 90; thence along the Northerly line of said 134.39 acre tract, South 89° 15' West 18.50 chains to a stake; thence North 15° 39' West 7.75 chains to a stake; thence South 89° 15' West 24.96 chains to the westerly fence line of the Boots Tract; thence along the westerly line of said tract and the former Malovos Tract, South 15° 39' East 42.88 chains and South 17° 36' East 24.81 chains to a stake marked M.2 standing in the Northerly fence line of a land 25 feet wide; thence along the Northerly fence line of said land, North 73° 55' East 7.75 chains to the place of beginning, and being a part of the Rancho Rincon de los Esteros patented to Francisco Berryessa and B. Alviso, Courses True. Variation 18° 15' East. Surveyed April 1926 by Chas. Herrmann, Surveyors and C.E., San Jose, California.

Excepting from the parcel of land hereinabove described, that portion thereof described in the Final Decree in Condemnation filed August 23, 1950 in Case No.

759057 entitled "City and County of San Francisco, a municipal corporation, Plaintiff vs. Manuel S. Rogers et al, State of California, et al, Defendants" a certified copy of which Decree was recorded September 7, 1950 in Book 2049 of Official Records, page 78, Santa Clara County Records and being more particularly described as follows:

That certain real property situated in the County of Santa Clara, State of California being all that portion of that certain parcel of land conveyed by Charles T. Boots to State of California by Deed dated June 26, 1926 and recorded June 26, 1926 in Book 255 of Official Records, page 28, hereinafter referred to as the State Parcel, included within a strip of land 80 feet in width, 40 feet each side of the following described centerline and extensions thereto.

Beginning at a point in the common boundary between the above mentioned State Parcel and that certain parcel of land described in the deed from Helen Hunt to Howard Russell Burrell, et ux dated August 25, 1933 and recorded August 25, 1933 in Book 654 of Official Records, page 537, distant thereon North 15° 22' West 40.55 feet from the most Easterly corner of said Burrell Parcel; thence North 65° 08' East 3285 feet, more or less to the Easterly line of said State Parcel in the center of the Coyote River, the Easterly end of said strip being the Easterly line of said State Parcel in the center of the Coyote River and Westerly end of said strip being the said common boundary between the State and Burrell Parcels.

Also excepting therefrom that certain parcel of land conveyed by the State of California to Santa Clara County Transit District, by quitclaim deed dated August 29, 1975 and recorded September 26, 1975 in Book B632 Official Records, page 456, described as follows:

Portion of the Rancho Rincon de Los Esteros, described as follows:

Beginning on the Westerly line of the 118 acre tract of land described in the deed of Trust recorded in Book 687 of Official Records, page 50, distant thereon S. 6° 22' 52" E. 189.13 feet from the intersection thereof with the original Southerly line of Alviso-Milpitas Road, said point of beginning also being the most Westerly corner of the 10.10 acres, more or less, described in the Agreement dated June 1, 1971, recorded September 17, 1973 in Book 0565 Official Records, page 651, by and between the Department of Public Works and the Department of Mental Hygiene; thence S. 6° 22' 52" E. along the Westerly line of said 118 acre tract of land, 654.31 feet, thence S. 14° 31' 51" E. along said Westerly line 527.64 feet to the Southwesterly corner of said 118 acre tract of land, thence S. 15° 39' E. 511.50 feet to the westerly prolongation of the most Southerly line of said 118 acre tract of land; thence N. 89° 15' E. along said prolongation and the Southerly line of said 118 acre tract of land 2868.36 feet to the center line of the Coyote River Channel as condemned by the County of Santa Clara, 150 feet wide, and from which point a 3" x 4" witness post marked W.P.L. 1-L.12. and standing in the west line of said condemned channel bears S.

89° 15' W. 83 feet; thence along the center line of said condemned channel, N. 25° 45' W. 270 feet to Station; N. 42° 30' W. 245 feet to Station; N. 32° 15' W. 510 feet to Station; thence curving to the right with a radius of 176 feet for 206.65 feet to a Station; thence N. 34° 50' E. 162 feet to Station; thence curving to the left with a radius of 126 feet for 250 feet to Station; thence N. 79° W. 219 feet to Station; thence curving to the right with a radius of 143 feet for 200.20 feet to Station; thence curving to the right with a radius of 320 feet for 247.34 feet to Station; thence N. 44° 30' E. 186 feet to Station; thence curving to the left with a radius of 560 feet for 235.98 feet; thence N. 20° 50' E. 297.89 feet to the most Northerly corner of said 10.10 acres, more or less, thence along the Northerly line of said 10.10 acres, more or less, Westerly on a curve to the left, with a radius of 7886 feet, through a central angle of 7° 33' 54" for an arc distance of 1041.22 feet; thence S. 74° 49' 08" W. 1585.50 feet; thence S. 68° 32' 30" W. 104.76 feet; thence S. 6° 22' 52" E. 112.45 feet; thence S. 83° 10' 10" W. 155 feet to the point of beginning.

**Parcel 2:**

Beginning at a 4" x 4" stake marked M-G standing on the westerly bank of the Coyote River, at the Northeasterly corner of that certain tract of land deeded by Anrea Malovos Company to J.R. Durarte, by deed dated March 11, 1909 and recorded in Volume 344 of Deeds, page 376; running thence along said Westerly bank of Coyote River, said bank being 75 feet at a right angle from the center line of said River, as described in the Decree of Condemnation had in the Superior Court of the Third Judicial District of the State of California, County of Santa Clara, Case No. 4264, on a curve to the right with a radius of 16.35 chains, 3.81 chains to a 4" x 4" stake marked 211, the chord of said curve has a course of North 13° 05' West; thence on a curve to the right with a radius of 27.63 chains, 8.22 chains; thence North 10° 40' East 4.28 chains, thence on a curve to the right with a radius of 16.08 chains, 4.20 1/3 chains; thence North 25° 40' East 2.21 chains to a 4" x 4" stake marked 233; thence on a curve to the left with a radius of 5.75 3/4 chains, 4.98 1/3 chains to the Southerly line of the land of Boots, thence along the Southerly line of land of Boots, South 89° 37' West 50.60 chains to a 3" x 4" stake marked S-M standing at the Northeast corner of that tract of land deeded by Andrea Malovos Company to Mana Sanders, by deed dated May 13, 1908 and recorded in Volume 331 of Deeds, page 403, in the office of the County Recorder of Santa Clara County; thence along the Easterly line of said tract deeded to Sanders, South 17° 34' East 31.77 chains to a 3" x 4" stake marked S-M; thence North 70° 54' East 2.53 chains to a 3" x 3" stake marked B-3; thence South 19° 06' East 0.38 chains to a 2" x 3" stake standing on the Northerly line of the land of Ivancovich; thence along said Northerly line North 70° 54' East 13.02 1/2 chains to a fence post marked B-1; standing at the Northeasterly corner of said land of Ivancovich; thence along the Easterly line of lands of Ivancovich, South 42° 31' East 9.34 chains to a stake marked M-1; standing at the Northwesterly corner of tract deeded to J.R. Duarte (aforementioned) thence along the Northerly line of said tract deeded to J.J. Duarte, North 71° 19' East 18.40 chains to the Point of Beginning.

**Parcel 3:**

Beginning at a 4" x 4" stake marked M-G standing in the Westerly bank of the Coyote River at the Northeastly corner of that tract of land deeded by Andrea Malovos Company to J.R. Duatre, by deed dated March 11, 1909 and recorded in Volume 344 of Deeds, page 376; running thence Northerly along said westerly bank of the Coyote River, being also the easterly line of the 127.38 acre tract deeded to Henry Bonetti on a curve to the right with a radius of 16.35 chains, 3.81 chains to a 4" x 4" stake marked 211 (the chord of said curve has a course of North 13° 05' West) thence on a curve to the right, with a radius of 27.63 chains, 8.22 chains; thence North 10° 40' East 4.28 chains; thence on a curve to the right with a radius of 16.08 chains 4.20 1/3 chains; thence North 25° 40' East 2.21 chains to a 4" x 4" stake marked 2.33; thence on a curve to the left with a radius of 5.75 3/4 chains, 4.98 1/3 chains to the Southerly line of land of Boots; thence along the Southerly line of the land of Boots, North 89° 37' East 1.22 chains to a point in the center of the Coyote River; thence up the center line of the Coyote River Southerly on a parallel with the Westerly line of said River and distant 75 feet Easterly therefrom, on a curve to the right with a radius of 6.89 2/5 chains, 5.49 chains; thence South 25° 40' West 2.21 chains; thence on a curve to the left with a radius of 14.94 1/3 chains, 3.91 1/5 chains; thence South 10° 40' West 4.28 chains; thence on a curve to the left, with a radius of 26.49 1/3 chains, 7.89 chains; thence on a curve to the left with a radius of 15.21 1/3 chains, 3.58 1/2 chains; thence leaving said creek and running South 71° 19' West 1.14 1/3 chains to the Point of Beginning.

The above described 3 parcels also being portions of that certain Record of Survey filed for record in the office of the Recorder of the County of Santa Clara, State of California on September 7, 1976 in Book 377 of Maps, pages 49 and 50.

A 97-4-x5 and 1

TD/TR/CC

Site Name: Agnews East Temp Site

Site ID #: FS04XC601

**EXHIBIT B  
TO SITE AGREEMENT (Temporary Site)**

**Site Plan**

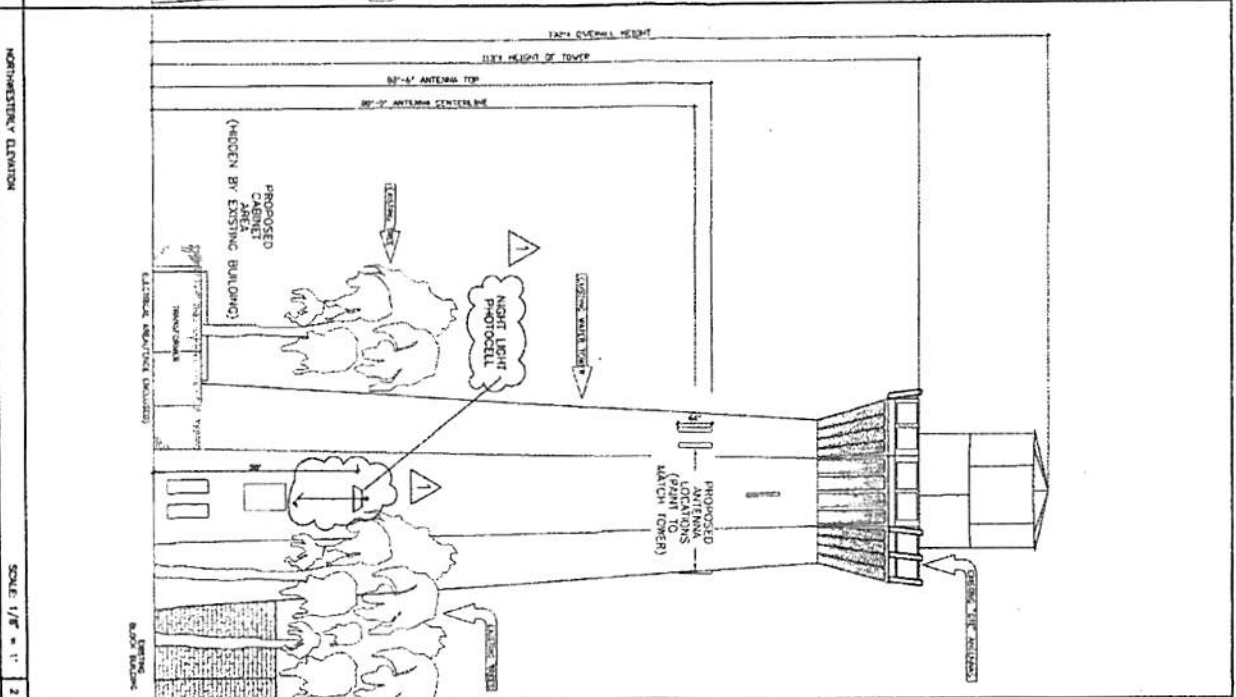
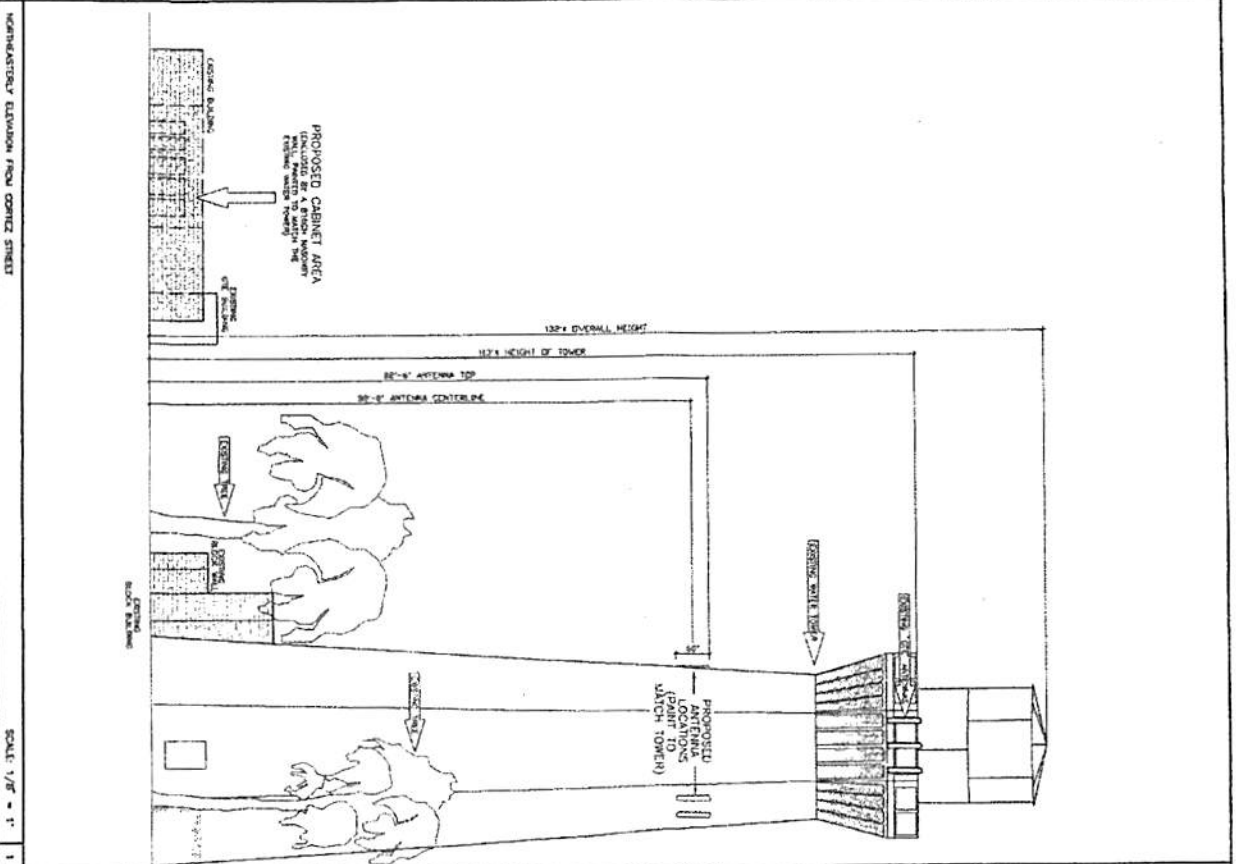
The Site is described as follows:

**Insert Site Plan:**

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

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





<div><div>J.E. SCHURCHT &amp; ASSOCIATES 2830 SALVO STREET SAN JOSE, CA 95131 (408) 297-1314 FAX</div><div>LUCCENT TECHNOLOGIES AND BECHTEL ALLIANCE SPRINT SPECTRUM L.P. PCS INSTALLATION PROJECT</div></div>										<div><div>SITE INFORMATION AGNEW EAST CABRILLO STREET SAN JOSE, CA 95134 FB-00-001</div><div>DESIGN TYPE OUTDOOR EQUIPMENT AND ROOFTOP ANTENNAS</div><div>SHEET TITLE ELEVATIONS</div></div>										<div><div>SHEET NUMBER A1</div><div>DATE 1-4-97</div><div>JES JOB NO. 9829-C</div></div>										<table><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><t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