



TRIUNFO SANITATION DISTRICT

A PUBLIC AGENCY

Board of Directors
Triunfo Sanitation District
Ventura County, CA

February 23, 2011

CORRECTION TO THE VERIZON LEASE AGREEMENT AT KILBURN

Summary

Last month staff brought a lease agreement to your Board on behalf of Verizon. The purpose of this agreement was to increase their existing lease space so they could install an emergency generator. This lease agreement was approved by your Board. However, upon further review it was determined the dimensions listed in the agreement were inaccurate.

Background

As stated, the dimensions in the prior agreement were incorrect. The proper dimensions for the lease needed for the emergency generator are 9.6' x 6.6'. The prior agreement had stated the dimensions as 8.3' x 6.3'. The previously stated dimensions did not include bollards (small poles) that protect the equipment and are considered to be part of the project. The bollards were always on the drawings but the dimensions did not accurately call them out. A copy of the corrected drawings and agreement are attached for your review.

Fiscal Impact

Verizon has agreed to pay an additional \$50.00 per month for this additional lease space.

Recommendation

It is recommended that the Board approve the revised and corrected lease agreement for additional lease space for Verizon at Kilburn Water Tank.

SALLY COLEMAN – DIRECTOR OF OPERATIONS

Enc.

APPROVED FOR FEBRUARY 28, 2011 AGENDA

Doug Anders – Acting District Manager

LAND LEASE AGREEMENT

THIS LAND LEASE AGREEMENT ("**Agreement**") is made and entered into on this ____ day of _____, 2011, by and between Triunfo Sanitation District, a public agency ("**Landlord**"), with a mailing address of 1001 Partridge Drive, Suite 150, Ventura, California 93003 and Los Angeles SMSA Limited Partnership, dba Verizon Wireless ("**Tenant**"), with its principal offices at One Verizon Way, Mailstop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404). Landlord and Tenant are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**."

RECITALS

WHEREAS, Landlord is the owner of that certain real property located at 4996 Kilburn Court, Oak Park, California ("**Property**"), legally described on Exhibit "A," attached hereto and made a part hereof; and

WHEREAS, Landlord and Tenant are also parties to that certain Site Lease Agreement dated July 24, 1996, as amended by that certain First Amendment to Site Lease Agreement dated October 22, 2007 (as so amended, "**Existing Lease**"), pursuant to which Tenant leases ground space at the Property ("**Existing Premises**") for the construction, operation and maintenance of a communications facility; and

WHEREAS, Tenant desires to lease additional ground space at the Property, together with a right-of-way for access and utilities for the installation, operation and maintenance of a generator ("**Generator**").

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual obligations and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **PREMISES.** Landlord hereby leases to Tenant a portion of the Property being described as an approximately nine-foot, six-inch (9' 6") by six-foot, six-inch (6' 6") parcel ("**Land Space**"), together with the non exclusive right ("**Rights of Way**") for ingress and egress, over the Property to and from the Generator Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of the Generator; the right and sufficient space for the installation and maintenance of wires, cables, conduits and pipes ("**Cabling Space**") running between the Land Space and Existing Premises, said Land Space, Rights of Way and Cabling Space (hereinafter collectively referred to as the "**Generator Premises**") being substantially as described herein in Exhibit "B," attached hereto and made a part hereof.

Landlord's grant of the above-described Rights of Way to Tenant does not extend to, or include, such rights that are not vested in Landlord. Tenant may exercise any Rights of Way granted by Landlord at any time, Monday through Friday, during the hours of 8:00 A.M. and 5:00 P.M., provided that Tenant calls Landlord at (805) 658-4687 and provides at least twenty-four (24) hours prior notice of such access. However, in the event of a bona-fide emergency as determined by Tenant in its sole but good faith discretion, Tenant may exercise its Rights of Way at any time, seven (7) days a week, twenty-four (24) hours a day provided

that, not later than twenty-four (24) hours after such access is made, Tenant calls Landlord at (805) 485-0528 and advises Landlord of said emergency access.

In the event any public utility necessary for Tenant's operation of the Generator is unable to use the Rights of Way, Landlord hereby agrees to grant, to the extent that the authority to so grant is vested in the Landlord, an additional right of way either to Tenant or to the public utility, provided Landlord's reasonable costs related to drafting, reviewing, negotiating or otherwise executing said grant, including attorneys' fees, shall be borne by Tenant. Landlord shall not be entitled to additional consideration in connection with granting such additional right of way.

2. SURVEY. Landlord also hereby grants to Tenant the right to survey the Property and the Generator Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "B." Cost for such work shall be borne by Tenant.

3. LANDLORD'S REVIEW OF CONSTRUCTION PLANS. Before commencing any material construction on the Generator Premises, Tenant shall submit to Landlord copies for Landlord's review of all construction plans for the Generator Premises. The purpose for submitting such plans to Landlord is to notify Landlord of pending construction activities and to enable Landlord to verify for itself that the contemplated construction will not improperly interfere with Landlord's or other tenants' use of the Property. Landlord shall not unreasonably delay such review.

4. TERM; RENTAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the term shall run currently with the term of the Existing Lease ("**Term**"), as the Existing Lease may be extended or replaced, and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rent of Three Thousand Dollars (\$3,000.00) to be paid in equal monthly installments on the first day of the month, in advance, to Landlord, or to such other person, firm or place as Landlord may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 20 below. This Agreement shall commence based upon the date Tenant commences installation of the equipment on the Generator Premises. In the event the date Tenant commences installation of the equipment on the Generator Premises falls between the 1st and 15th of the month, this Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and last day of the month, then this Agreement shall commence on the 1st day of the following month (either, the "**Commencement Date**"). Landlord and Tenant agree that they shall acknowledge in writing the Commencement Date. Landlord and Tenant acknowledge and agree that initial rental payment(s) shall not actually be sent by Tenant until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, Tenant shall send to Landlord the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, Tenant may pay rent by electronic funds transfer and in such event, Landlord agrees to provide to Tenant bank routing information for such purpose upon request of Tenant.

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5. RENT INCREASES. Commencing on the first annual anniversary of the Commencement Date and on each annual anniversary thereafter during the Term, annual rent shall be increased by an amount equal to five percent (5%) of the annual rent paid during the immediately preceding year.

6. TAXES. Tenant shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which Landlord demonstrates is the result of Tenant's use of the Generator Premises and/or the installation, maintenance, and operation of Tenant's improvements, and any sales tax imposed on the rent (except to the extent that Tenant is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which Landlord demonstrates arises from Tenant's improvements and/or Tenant's use of the Generator Premises. Landlord and Tenant shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by Landlord or Tenant at the Property. Notwithstanding the foregoing, Tenant shall not have the obligation to pay any tax, assessment, or charge that Tenant is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making Tenant liable for any portion of Landlord's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, Landlord shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

Tenant shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which Tenant is wholly or partly responsible for payment. Landlord shall reasonably cooperate with Tenant at Tenant's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by Tenant, there is a reduction, credit or repayment received by Landlord for any taxes previously paid by Tenant, Landlord agrees to promptly reimburse to Tenant the amount of said reduction, credit or repayment. In the event that Tenant does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this Paragraph, Landlord will pursue such dispute at Tenant's sole cost and expense upon written request of Tenant.

7. USE; GOVERNMENTAL APPROVALS. Tenant shall use the Generator Premises for the purpose of constructing, maintaining, repairing and operating the Generator. Tenant may install a security fence consisting of chain link construction or similar but comparable construction around the perimeter of the Generator Premises (not including the access easement), provided Tenant obtain Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed, and further provided that the full cost and expense of said installation be borne by Tenant. Tenant shall have the right to replace, repair and maintain the Generator and equipment incidental thereto during the Term, provided the full cost and expense of said replacement, repair and maintenance be borne by Tenant. It is understood and agreed that Tenant's ability to use the Generator Premises is contingent upon its obtaining, after the execution date of this Agreement, all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit Tenant use of the Generator Premises as set forth above. All costs and expenses related to obtaining and maintaining the Government Approvals shall be borne by Tenant.

Landlord shall cooperate with Tenant in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by Tenant. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Tenant is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) Tenant determines that such Governmental Approvals may not be obtained in a timely manner; (iv) Tenant determines that any soil boring tests are unsatisfactory; (v) Tenant determines that the Generator Premises is no longer technically compatible for its use, or (vi) Tenant, in its sole discretion, determines that the use the Generator Premises is obsolete or unnecessary, Tenant shall have the right to terminate this Agreement pursuant to the terms set forth in Paragraph 11 below.

8. INDEMNIFICATION. Each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

9. INSURANCE. Tenant agrees that, at its own cost and expense, Tenant will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence and name Landlord as an additional insured on such liability policy or policies.

10. LIMITATION OF LIABILITY. Except as otherwise provided herein, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

11. TERMINATION. Except as otherwise provided herein, this Agreement may be terminated, without any penalty or further liability (except for its remedies for any breach of an Agreement obligation which occurred prior to the date of termination), on sixty (60) days' written notice as follows: (a) by either Party upon a default of any covenant or term hereof by the other Party, which is not cured pursuant to the terms set forth in Paragraph 22 below (without, however, limiting any other rights available to the Parties pursuant to any other provision hereof); (b) by either Party if Landlord and/or Tenant cannot agree on a Generator Relocation Site pursuant to Paragraph 24 below; (c) by Tenant if it is unable to obtain or maintain any license, permit or Governmental Approvals necessary to the construction and/or operation of the Generator; (d) by Tenant if the Generator Premises are or become unacceptable under Tenant's design or engineering specifications for the Generator; or, (e) by Landlord if Tenant's use of the Generator Premises, in the Landlord's reasonable discretion, is or becomes incompatible with Landlord's use of the Property as a public water storage and delivery facility.

12. REMOVAL AT END OF TERM. Tenant shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of this Agreement, remove its equipment, conduits, and all personal property and restore the Generator Premises to its original condition, reasonable wear and tear and casualty damage excepted. All costs and expenses of said removal and restoration shall be solely borne by Tenant. Landlord agrees and acknowledges that all of the equipment, conduits, and personal property of Tenant shall remain the personal

property of Tenant and Tenant shall have the right to remove the same at any time during the Term, whether or not said items are considered attachments to real property under applicable laws. If such time for removal causes Tenant to remain on the Generator Premises after termination of this Agreement, Tenant shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the equipment, conduits and all personal property are completed.

13. HOLDOVER. Tenant has no right to retain possession of the Generator Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 12 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, Tenant holds over in violation of Paragraph 12 and this Paragraph 13, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 12 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

14. QUIET ENJOYMENT. Landlord covenants that Tenant, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Generator Premises.

15. TITLE. Landlord represents and warrants to Tenant as of the execution date of this Agreement, and covenants during the Term that Landlord is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. Landlord further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting Landlord's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Generator Premises by Tenant as set forth above.

16. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between Landlord and Tenant and that no verbal or oral agreements, promises or understandings shall be binding upon either Landlord or Tenant in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

17. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

18. ASSIGNMENT. This Agreement may be sold, assigned or transferred by Tenant without any approval or consent of Landlord to Tenant's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of Landlord, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock

ownership, partnership interest or control of Tenant or transfer upon partnership or corporate dissolution of Tenant shall constitute an assignment hereunder. Tenant may sublet the Generator Premises within its sole discretion, upon notice to Landlord. Any sublease that is entered into by Tenant shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

19. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

Landlord: Triunfo Sanitation District
1001 Partridge Drive, Suite 150
Ventura, California 93003
Attn: District Manager

Tenant: Los Angeles SMSA Limited Partnership,
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

20. SUCCESSORS. This Agreement shall extend to and bind the successors and assigns of the Parties hereto.

21. RECORDING. Landlord agrees to execute a Memorandum of this Agreement which Tenant may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

22. DEFAULT.

a. In the event there is a breach by Tenant with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, Landlord shall give Tenant written notice of such breach. After receipt of such written notice, Tenant shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided Tenant shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Tenant commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. Landlord may not maintain any action or effect any remedies for default against Tenant unless and until Tenant has failed to cure the breach within the time periods provided Tenant this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if Tenant fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by Tenant if the failure to perform such an obligation interferes with Landlord's ability to conduct its business on the Property; provided, however, that

if the nature of Tenant's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

b. In the event there is a breach by Landlord with respect to any of the provisions of this Agreement or its obligations under it, Tenant shall give Landlord written notice of such breach. After receipt of such written notice, Landlord shall have thirty (30) days in which to cure any such breach, provided Landlord shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Landlord commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. Tenant may not maintain any action or effect any remedies for default against Landlord unless and until Landlord has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if Landlord fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by Landlord if the failure to perform such an obligation interferes with Tenant's ability to conduct its business on the Property; provided, however, that if the nature of Landlord's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

23. ENVIRONMENTAL. Landlord warrants and agrees that neither Landlord nor, to Landlord's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (as defined below) on, under, about or within the Property in violation of any law or regulation. Landlord and Tenant each agree that they will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Property in violation of any law or regulation. Landlord and Tenant each agree to defend and indemnify the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any warranty or agreement contained in this Paragraph. "**Hazardous Material**" shall mean any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

24. RELOCATION OF GENERATOR.

a. If the Generator, in Landlord's reasonable discretion, interferes with Landlord's ability to conduct its business on the Property, Landlord shall have the one-time right after expiration of the initial term to relocate the Generator, or any part thereof, to an alternate ground location on the Property ("Generator Relocation Site"); provided, however, that (1) the cost and expense of said relocation shall be solely borne by Tenant, (2) be performed exclusively by Tenant or its agents, and (3) be done in accordance with the terms and conditions contained in Subparagraphs 24.b. through 24.e. below.

b. Landlord shall exercise its relocation right under Subparagraph 24.a. above, by (and only by) delivering written notice ("Notice") to Tenant. In the Notice, Landlord shall propose an alternate site on the Property to which Tenant may relocate the Generator Facilities. Tenant shall have sixty (60) days from the date it receives the Notice to evaluate Landlord's proposed Generator Relocation Site. If Tenant fails to approve of such proposed

Generator Relocation Site in writing within said sixty-day (60 day) period, Tenant shall be deemed to have disapproved such proposed Generator Relocation Site. If Tenant disapproves such proposed Generator Relocation Site, then Landlord may thereafter propose another Generator Relocation Site by Notice to Tenant in the manner set forth above. Any proposed Generator Relocation Site which Landlord and Tenant agree upon in writing shall be referred to hereinafter as the "Generator Relocation Site." Tenant shall have a period of ninety (90) days after execution of a written agreement between the Parties concerning the location and dimensions of the Generator Relocation Site to relocate the Generator to the Generator Relocation Site; provided however, that if any Governmental Approvals are required for such relocation and Tenant is unable to obtain such Governmental Approvals within such ninety (90) days, Landlord shall grant Tenant such additional time to obtain the Governmental Approvals and to relocate the Generator as is reasonably necessary to complete same.

c. If Landlord elects to exercise its relocation right under Subparagraph 24.a. above, then Landlord shall also have the right to temporarily relocate the Generator, or any part thereof, to an alternate ground location on the Property ("Temporary Generator Site") prior to its relocation to the Generator Relocation Site; provided, that (1) Landlord notifies Tenant of such relocation to a Temporary Generator Site in the Notice, (2) such temporary relocation satisfies the terms and conditions described in Subparagraph 24.a. above, and (3) Tenant and Landlord agree, in writing, upon the location of the Temporary Generator Site. All costs and expenses of said temporary relocation shall be solely borne by Tenant.

d. Upon relocation of the Generator to the Generator Relocation Site, all references to the Generator Premises herein shall be deemed to be references to the Generator Relocation Site. Landlord and Tenant hereby agree that the Generator Relocation Site (including the access and utility right-of-way) may be surveyed by a licensed surveyor at the sole cost of Tenant, and such survey shall then replace Exhibit "C" and become a part hereof and shall control or describe the Generator Premises.

e. Except as expressly provided in this Paragraph 24, Landlord and Tenant hereby agree that in no event shall the relocation of the Generator, or any part thereof, affect, alter, mollify or otherwise change any of the terms and conditions of this Agreement.

25. INTERFERENCE.

a. Tenant shall operate the Generator in a manner that will not cause interference to Landlord and other tenants on the Property. All operations by Tenant shall be lawful and in compliance with all applicable Federal Communications Commissions ("FCC") requirements. Tenant acknowledges and recognizes that Landlord has entered into agreements with other communication companies for sites within the boundaries of the Property. Tenant has familiarized itself with said locations of those other communication sites, and has determined and hereby warrants that the intended use by Tenant of the Generator Premises will not interfere with those other facilities. If it is determined that the Generator interferes with those existing uses, in the locations, or configurations and frequencies existing on the date this Lease is executed, Tenant will remove or modify, at its own cost, the Generator in order to eliminate such interference. In the event that Tenant is required to remove the Generator because of such interference, this Agreement thereupon shall automatically terminate with no further obligation on the part of either Tenant or Landlord except that Landlord shall immediately refund to Tenant the pro rata portion of any rent paid for any period from and after the effective date of termination. Furthermore, if one of the tenants of one of the existing communication site locations brings any action against Landlord alleging interference by Tenant

and it is determined that Tenant caused such interference, Tenant shall hold Landlord harmless from any damages or costs, including reasonable attorneys' fees, relating to said alleged interference.

b. Except as otherwise provided herein, Landlord shall not use, nor shall Landlord permit its employees, tenants, licensees, invitees or agents to use any portion of the Property in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by Landlord, and Landlord shall have the responsibility to terminate said interference. In the event any such interference does not cease within fifteen (15) days after Tenant's notice to Landlord of same, the Parties acknowledge that continuing interference will cause irreparable injury to Tenant and, therefore, Tenant shall have the right, in addition to any other rights that it may have at law or in equity, to elect to enjoin such interference or to terminate this Agreement, upon notice to Landlord.

26. CASUALTY. In the event of damage by fire or other casualty to the Generator Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Tenant's operations at the Generator Premises for more than forty-five (45) days, then Tenant may, at any time following such fire or other casualty, provided the restoration required to permit Tenant to resume its operation at the Generator Premises has not been completed, terminate this Agreement upon fifteen (15) days prior written notice to Landlord. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which Tenant's use of the Generator Premises is impaired.

27. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Generator Premises or Property, Tenant, in Tenant's sole discretion, is unable to use the Generator Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt Tenant's operations at the Generator Premises for more than forty-five (45) days, Tenant may, at Tenant's option, to be exercised in writing within fifteen (15) days after Landlord shall have given Tenant written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. Tenant may on its own behalf make a claim in any condemnation proceeding involving the Generator Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If Tenant does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Generator Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Generator Premises taken bears to the total rentable area of the Generator Premises. In the

event that this Agreement is not terminated by reason of such condemnation, Landlord shall promptly repair any damage to the Generator Premises caused by such condemning authority.

28. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Generator Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

29. APPLICABLE LAWS. During the Term, Landlord shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively, "**Laws**"). Tenant shall, in respect to the condition of the Generator Premises and at Tenant's sole cost and expense, comply with (a) all Laws relating solely to Tenant's specific and unique nature of use of the Generator Premises (other than general office use); and (b) all building codes requiring modifications to the Generator Premises due to the improvements being made by Tenant in the Generator Premises.

30. SURVIVAL. The provisions of this Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

31. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of this Agreement. They shall not affect or be utilized in the construction or interpretation of this Agreement.

32. ATTORNEY'S FEES. The prevailing party in any litigation or other proceeding arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Agreement on the day and year first above written.

Landlord:

Triunfo Sanitation District, a public agency

By: _____

Name: _____

Title: _____

Date: _____

Tenant:

Los Angeles SMSA Limited Partnership,
dba Verizon Wireless

By: AirTouch Cellular, its General Partner

By: _____

Name: Walter L. Jones, Jr.

Title: Area Vice President Network

Date: _____

Exhibit "A"

Legal Description

The real property located in the County of Ventura, State of California, which is described as follows:

Parcel W of Tract No. 4071 in the County of Ventura, State of California as per Map recorded in Book 104, Page 77 of Maps in the office of the County Recorder of said County, described as follows:

Beginning at the Easterly terminus of that certain course in the Southerly boundary line of Parcel 1 of Parcel Map No. 4004, as per map filed in Book 41, Page 92 of Parcel Maps, in the office of the County Recorder of said County; shown on said map as having a bearing and length of North 81° 59' 47" West 1427.02 feet; thence along said Southerly boundary line.

1st: South 73° 30' 42" East 90.29 feet; thence,

2nd: North 8° 00' 13" East 55.39 feet; thence,

3rd: North 36° 59' 47" West 70.00 feet; thence,

4th: North 81° 59' 47" West 45.00 feet; thence,

5th: South 53° 00' 13" West 80.00 feet; thence,

6th: South 8° 00' 13" West 35.00 feet; thence,

7th: South 81° 59' 47" East 61.76 feet to the point of beginning.

EXCEPT an undivided one-half interest in all oil, gas and minerals and all oil, gas and mineral rights upon and under said land, with no right of surface entry in connection therewith, as reserved by the Albertson Company, a corporation, in deed recorded April 8, 1954 in Book 1194, Page 551 of Official Records.

By deed executed by the Albertson Company, recorded September 2, 1959 in Book 1174, Page 441 of Official Records, all right to enter upon possess or use of any part of the surface of said land or any part of the subsurface thereof to a depth of 500 feet below the surface of said land was surrendered.

Exhibit "B"
Generator Premises
See Attached.

Exhibit "C"

Survey

May Be Attached at a Future Date.

REV	DATE (BY)	DESCRIPTION
1	02/20/11	ENLARGED SITE PLAN & EQUIPMENT PLAN
2	03/01/11	ENLARGED SITE PLAN & EQUIPMENT PLAN
3	03/01/11	ENLARGED SITE PLAN & EQUIPMENT PLAN
4	03/01/11	ENLARGED SITE PLAN & EQUIPMENT PLAN
5	03/01/11	ENLARGED SITE PLAN & EQUIPMENT PLAN
6	03/01/11	ENLARGED SITE PLAN & EQUIPMENT PLAN
7	03/01/11	ENLARGED SITE PLAN & EQUIPMENT PLAN
8	03/01/11	ENLARGED SITE PLAN & EQUIPMENT PLAN
9	03/01/11	ENLARGED SITE PLAN & EQUIPMENT PLAN
10	03/01/11	ENLARGED SITE PLAN & EQUIPMENT PLAN

ENGINEER / CONSULTANT



CORE
COMMUNICATIONS GROUP
A&E SERVICES
2200 S. Bascom Street
Palo Alto, CA 94303
(650) 853-8800

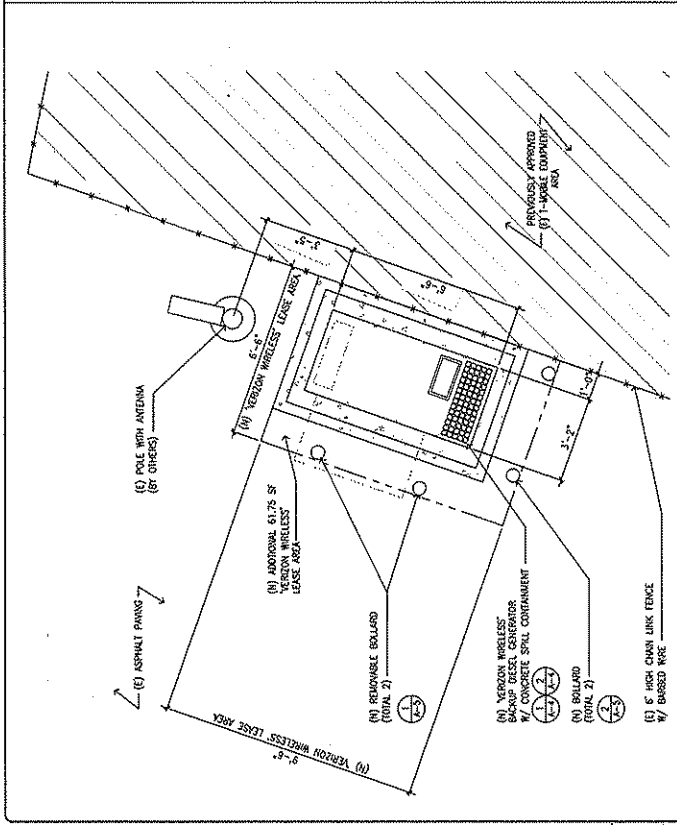
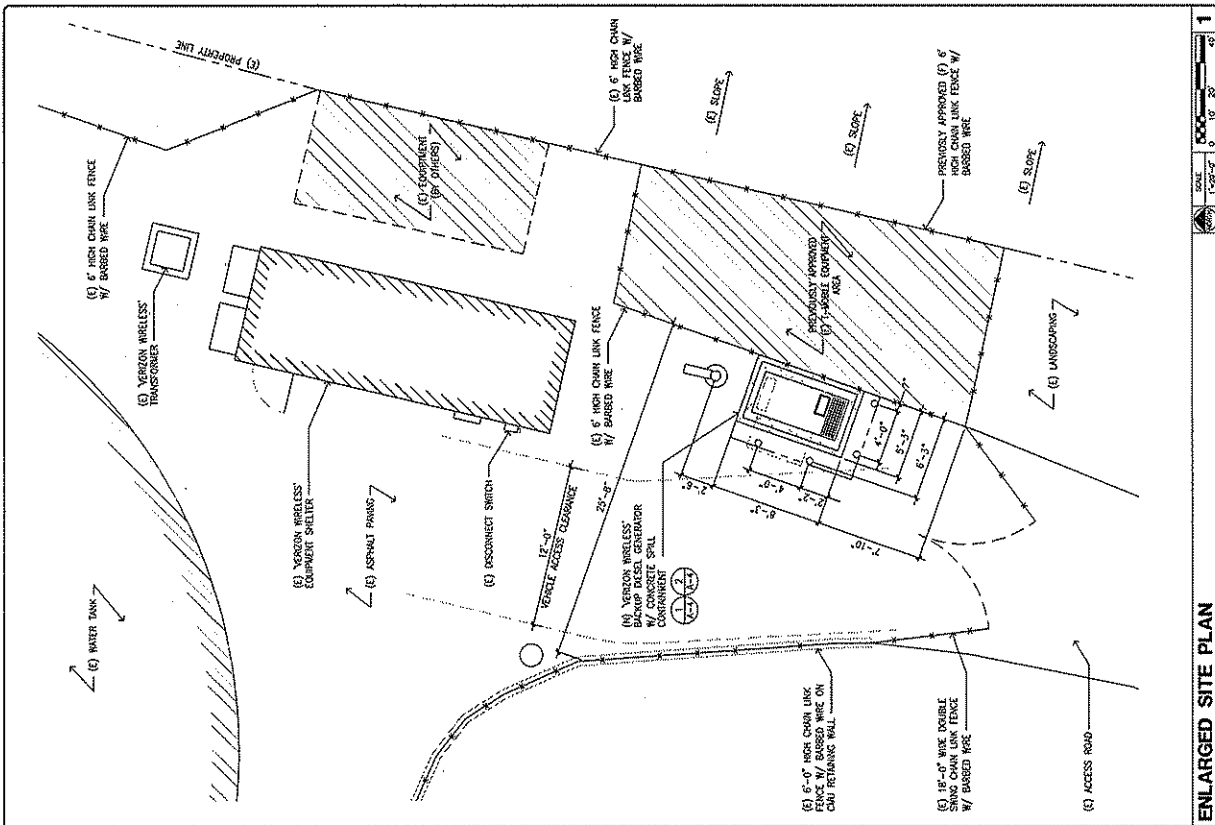
APPROVED BY	INITIALS	DATE
UNAPPROVED		
DATE		
DATE		
DATE		
DATE		
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DATE		

SITE INFORMATION
OAK PARK
16850 W. 15TH AVE.
OAK PARK, CA 91377
YUBA COUNTY

ENLARGED SITE PLAN & EQUIPMENT PLAN

DRAWING INFORMATION
DRAWN BY: J. D. DUNN
CHECKED BY: J. D. DUNN
DATE: 02/20/11
APP: J. D. DUNN
SHEET NUMBER: A-2

A-2



EQUIPMENT PLAN

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

3 ENLARGED SITE PLAN

NOT USED

11-16

