



TRIUNFO SANITATION DISTRICT

A PUBLIC AGENCY

May 19, 2011

Board of Directors
Triunfo Sanitation District
Ventura County, California

CROWN CASTLE LEASE AGREEMENT MODIFICATION - KILBURN

Summary

Attached for your information is a request to amend the agreement between Triunfo and Crown Castle (TSD 98-6) for three (3) additional five-year renewal terms. If approved, the new final lease expiration date would be May 21, 2033. The current expiration date is May 21, 2018.

Background


Triunfo entered into Contract T-98-16 with Cox PCS Assets, L.L.C (now Crown Castle) on May 22, 1998. The term of the lease is ten (10) years with the tenant having the right to extend the lease for two (2) additional five-year terms. The lease is automatically renewed unless the tenant notifies Triunfo of its intention not to renew its lease at least ten (10) days prior to the expiration of the term.

The lease allows the tenant to use site for the transmission and reception of radio communication signals, for the construction, maintenance and operation of a communication facility, including towers, antennas and antenna support structures.

Recommendation

It is recommended that Board receive the request lease modification and direct staff as appropriate.

APPROVED FOR MAY 23, 2011 AGENDA


Doug Anders – Acting District Manager

Item 15-1



Ted Unkel
Land Acquisition Specialist
P: 941-539-4269
tunkel.ua@gmail.com



Crown Castle
301 N Cattlemen Rd, Ste 200
Sarasota, FL 34232

May 17, 2011

Triunfo Sanitation District
1001 Partridge Dr
Suit 150
Ventura, CA 93003
805-658-4600

RE: Business Unit # 881024
Site Name: OAK PARK

To Whom It May Concern::

This letter agreement ("Letter Agreement") sets forth the terms of the agreement that is to be memorialized between STC One LLC, a Delaware limited liability company, by Global Signal Acquisitions III, a Delaware limited liability company, its Attorney In Fact ("Lessee") and Triunfo Sanitation District, a public agency ("Lessor"), to modify, among other things, the length of the term in the lease agreement between the Lessor and Lessee dated May 22, 1998, as may be amended ("Lease") for property located in Oak Park, Ventura County, California ("Property").

For and in consideration of One Hundred Dollars (\$100.00) to be paid by Lessee to Lessor within 30 days after full execution of this Letter Agreement, the parties agree as follows:

1. Lessor and Lessee will enter into an amendment to the Lease ("Lease Amendment") wherein the term of the Lease will be modified. The Lease currently provides, in Section 2, that there is one (1) five-year renewal term remaining. That Lease section will be amended to provide that the remaining term of the Lease will be an additional three (3) five-year renewal terms for a total of four (4) five-year renewal terms. Each renewal term shall be automatic. The new final Lease expiration date will be May 21, 2033.

2. Furthermore, the Lease Amendment will modify the Lease to provide that if requested by Lessee, Lessor will execute, at Lessee's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Property, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Lessee to utilize the Property for the purpose of constructing, maintaining and operating communications facilities. Lessor will agree to be named applicant if requested by Lessee. In furtherance of the foregoing, Lessor will appoint Lessee as Lessor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Lessor's behalf.

3. Lessor shall cooperate in all ways, including but not limited to providing information, signing documents and seeking execution by third parties of documents that will remove, subordinate or satisfy any mortgages, deeds of trusts, liens or other encumbrances affecting the Property.

4. Upon receipt of this Letter Agreement evidencing Lessor's acceptance of the terms herein, Lessee shall submit this Letter Agreement to its property committee. If the Letter Agreement is approved by the property committee, Lessee shall prepare a Lease Amendment that incorporates the terms and conditions described in this Letter Agreement. In connection therewith, the parties acknowledge and agree that this Letter Agreement is

intended to summarize the terms and conditions to be included in the Lease Amendment. Upon receipt of the Lease Amendment, Lessor hereby agrees to execute the Lease Amendment without any unreasonable delay.

5. Irrespective of whether the transaction contemplated by this Letter Agreement is consummated, Lessor and Lessee each will pay its own out-of-pocket expenses.

6. Notwithstanding anything to the contrary contained herein, Lessee has the complete right to terminate this Letter Agreement for any or no reason at any time prior to full execution of the Lease Amendment, without damages.

7. Lessor represents and warrants that Lessor is duly authorized and has the full power, right and authority to enter into this Letter Agreement and to perform all of its obligations under this Letter Agreement and to execute and deliver all documents, including but not limited to the Lease Amendment, required by this Letter Agreement. From the date of this Letter Agreement through the date that Lessor executes the Lease Amendment, Lessor shall use its best efforts to ensure that the foregoing representations and warranties shall remain true and correct and Lessor shall promptly notify Lessee if any representation or warranty is or possibly may not be true or correct. Lessor's representations, warranties and covenants shall survive following the full execution of the Lease Amendment

If this Letter Agreement accurately sets forth our understanding regarding the foregoing, please so indicate by signing and returning to the undersigned the enclosed copy of this letter.

Lessor:
Triunfo Santiation District, a public agency

By: _____

Name: _____

Title: _____

Date: _____

Lessor:

By: _____

Name: _____

Title: _____

Date: _____

LESSEE:

STC One LLC, a Delaware limited liability company

By: Global Signal Acquisitions III LLC, a Delaware limited liability company, its Attorney in Fact

By: _____

Name: Scott Tonnesen

Title: Land Acquisition Manager

Date: _____

VR062

TSD CONTRACT 98-16
SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT (this "Lease") is entered into this 22 day of May 1998, by and between TRIUNFO SANITATION DISTRICT, a public agency ("Landlord") and COX PCS ASSETS, L.L.C., a Delaware limited liability company ("Tenant"), wholly-owned by Cox Communications, PCS, L.P. a Delaware limited partnership ("Cox L.P.").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Premises. Subject to the following terms and conditions, Landlord hereby leases to Tenant a portion (the "Premises") of the real property (the "Property") described in Exhibit "A" attached hereto and incorporated herein by this reference. The Premises are situated within the Property as described and/or depicted in Exhibit "B" attached hereto and incorporated herein by this reference, and comprising approximately five hundred twenty-five (525) square feet, more specifically described as a fourteen (14) by forty-six (46) foot parcel of land, and located adjacent to Kilburn Tank. Tenant may occasionally park its vehicles on the Property when Tenant is servicing its communications facility. Landlord also hereby grants to Tenant an irrevocable, non-exclusive easement (during the term of this Lease) to access the Premises (seven (7) days a week, twenty-four (24) hours a day) and to install and maintain utility cables, conduits and pipes over, under and along a twenty-foot (20-foot) wide right-of-way extending from the Premises to the nearest appropriate utility connection including such right-of-way over the Property and any adjacent real property which Landlord owns.

2. Lease Term. The term of this Lease ("Term") shall be ten (10) years commencing on the first to occur of (i) the date Lessee commences construction of Lessee's Facility (other than minor site preparation) or (ii) 12 months after the date of this Lease set forth above the signatures to this Lease ("Commencement Date"). Lessee shall give written notice to Lessor upon commencement of construction. Tenant shall have the right to extend this Lease for two (2) additional five-year (5-year) terms ("Renewal Terms"). Each Renewal Term shall be on the same terms and conditions as set forth herein. This Lease shall automatically be renewed for each successive Renewal Term, unless Tenant shall notify Landlord of Tenant's intention not to renew this Lease at least ten (10) days prior to the expiration of the term or any Renewal Term.

3. Use. The Premises may be used by Tenant for any lawful purpose, including, without limitation, the transmission and reception of radio communication signals in any and all frequencies, and for the construction, maintenance and operation of a communication

15-5

facility, including related facilities, towers, antennas (as such antennas may be modified, added to and/or substituted from time to time), antenna support structures and/or buildings and for related activities (collectively "Antenna Facilities"). In the event that Tenant desires to change the original communication facilities, including related facilities, towers, radio equipment and antennas from the original type and/or from their original configuration approved herein, in addition to any other governmental approvals required, Tenant must receive the written consent of Landlord, which will not be unreasonably withheld or conditioned upon payment of additional rent or other compensation, and which shall be based only on whether the change will improperly interfere with Landlord's or other tenants' use of the Property.

4. Cooperation. Tenant's ability to use the Premises is dependent upon Tenant's obtaining all of the certificates, permits, licenses and other approvals which may be required from any federal, state or local authority (collectively "Governmental Approvals") and/or any easements which are required from any third parties ("Easements"). The costs of said certificates, permits, licenses and other approvals shall be at the sole cost and expense of Tenant. During the term of this Lease, Landlord agrees to cooperate with Tenant in obtaining and maintaining, at Tenant's sole cost and expense, all Governmental Approvals and/or Easements required for Tenant's use of the Premises as initially configured or as subsequently modified. Landlord shall take no action which will adversely affect the status of the Premises with respect to Tenant's proposed uses, and Landlord agrees to allow Tenant to perform surveys, soils testing, and other engineering procedures on, under, and over the Property necessary to determine that the Premises will be acceptable to Tenant's engineering specifications, system design, and Governmental Approvals; provided that such surveys, soils testing and/or other engineering procedures shall be performed in a manner which results in the least disruption to Landlord's operation and utilization of the Property as is reasonably possible.

5. Rent.

a. Upon the Commencement Date, Tenant shall pay Landlord, as rent, the sum of One Thousand Twelve Dollars (\$1,012.00) per month ("Rent"). Rent shall be paid to Landlord's address specified in Paragraph 17 below. If the Lease is commenced other than on the first (1st) day of a month, the Rent shall be prorated for that first (1st) month for the number of days from the Commencement Date to the end of the month.

b. The parties agree that Rent shall be adjusted annually throughout the term of the Lease on each anniversary of the Commencement Date by multiplying the initial Rent by a fraction the numerator of which is the Index (defined below) published most recently before the month in which the adjustment occurs and the denominator of which is the Index published most recently before the month in which the Commencement Date occurs. "Index" means the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index (1982-84 = 100) for Urban Wage Earners and Clerical Workers - Los Angeles, Anaheim, Riverside (all items). If the Index is discontinued or changed so that it is impossible to obtain a continuous measurement of price changes, the Index shall be replaced by a comparable governmental index. Notwithstanding the foregoing, in no event shall any increases be greater

156

than five percent (5%) of Rent for the twelve-month (12-month) period immediately preceding the applicable adjustment date.

c. If this Lease expires or is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of expiration or termination, and, in the event of termination for any reason other than nonpayment of Rent, all prepaid Rents shall be refunded to Tenant.

6. Interference.

a. Tenant shall operate the Antenna Facilities in a manner that will not cause interference to Landlord and other tenants on the Property, provided that their installations predate that of the Tenant and are identified on Exhibit "C" attached to this Lease. All operations by Tenant shall be lawful and in compliance with all Federal Communications Commissions ("FCC") requirements. Tenant acknowledges and recognizes that Landlord has entered into leases with other communication companies for sites within the boundaries of the Property. Those communications site leases predate this Lease with Tenant and are identified on Exhibit "C" attached to the Lease. Tenant has familiarized itself with said locations of those other communication sites, and has determined and hereby warrants that that intended use by Tenant of the Premises will not interfere with those other facilities. If it is determined by the FCC that the Antenna Facilities interfere with those prior 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 Antenna Facilities in order to eliminate such interference. In the event that Tenant is required to remove the Antenna Facilities because of such interference this Lease 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 pre-existing communication site locations brings any action against Landlord alleging interference by Tenant and the FCC determines 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. 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 or Cox L.P. 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, 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 Lease, upon notice to Landlord.

7. Governmental Approvals. Tenant represents that it will obtain all Governmental Approvals (as such term is defined in Paragraph 4 hereof) required for any use of the Premises by Tenant prior to inaugurating such use and, subject to Landlord's

cooperation as provided in Paragraph 4 hereof, Tenant shall be responsible for obtaining and maintaining all required Governmental Approvals.

8. Improvements; Utilities; Access.

a. Tenant shall have the right, at its expense, to erect, maintain and operate on the Premises the Antenna Facilities. The Antenna Facilities shall remain the exclusive personal property of Tenant or Cox L.P., and Tenant shall have the right to remove all or any portion of the Antenna Facilities during the term and following any termination of this Lease. Each antenna or antenna support structure shall be configured as required by Tenant, from time to time, provided that Tenant obtains, pursuant to Paragraph 4, all permits and approvals required by applicable jurisdictions for such requested configuration.

b. Tenant shall have the right to install utilities, at Tenant's expense, and pay all service charges associated therewith and to improve the present utilities on the Premises (including, but not limited to, the installation of emergency power generators on the Premises or at an appropriate location on the Property). Tenant shall have the right to permanently place utilities on (or to bring utilities across) the Property and any adjacent real property which Landlord owns in order to service the Premises and the Antenna Facilities. Landlord shall execute an easement evidencing this right upon Tenant's request. Landlord shall be liable for any interruption in utilities resulting from causes within Landlord's reasonable control. In case of such interruption, Landlord will take all reasonable steps to promptly restore the interrupted utilities. Tenant shall fully and promptly pay for all utilities furnished to the Premises for the use, operation and maintenance of the Antenna Facilities. If practicable, Tenant shall install at Tenant's expense a separate electric meter and pay for all electricity directly. If a separate meter is not practicable, Tenant shall install at Tenant's expense, a sub-meter measuring Tenant's electrical consumption from Landlord's electrical lines and switch-gear; and Tenant shall reimburse to Landlord, within 30 days after receipt of invoice and a copy of the applicable utility company's bill to Landlord, the cost of Tenant's actual electrical consumption based on sub-meter readings and the then-current utility rate.

c. To the extent Landlord has access rights in an open and improved public road adequate to serve the Premises and the Antenna Facilities, Landlord shall provide Tenant ingress, egress and access from such road at all times during the term of this Lease or any renewal thereof at no additional charge to Tenant. Landlord shall execute an easement evidencing this right upon Tenant's request.

d. Should Tenant be unable to secure utility services via the right-of-way described herein, or should ingress and egress be limited for any reason as determined by Tenant, Landlord agrees to grant to Tenant additional utility and/or access rights-of-way as required to make the Premises usable for the lease purposes described herein.

9. Landlord's Review of Construction Plans. Before commencing any material construction on the Premises, Tenant shall submit to Landlord copies for Landlord's review of all construction plans for the 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 tenant's use of the Property.

10. Mechanics' Liens. Tenant shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Tenant at or for use in the Premises, which claims are or may be secured by any mechanics' or materialmen's lien against the Premises or any interest therein. Tenant shall permit Landlord to post and to keep posted any notice of nonresponsibility for Tenant's work that Landlord might desire. If Tenant shall, in good faith, contest the validity of any such lien, claim or demand, then Tenant shall, at its sole expense, defend itself and Landlord against the same and shall pay and satisfy any such adverse judgment which may be rendered thereon before the enforcement thereof against the Landlord or the Premises.

11. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability (except for its remedies for any breach of a lease 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 within sixty (60) days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof) and provided that Landlord's cure period for a default of its covenant to provide access to the Premises under Section 1 or to not interfere under Section 6 shall be five days; (b) by Tenant for any reason prior to the Commencement Date; (c) by Tenant if it is unable to obtain or maintain any license, permit or other Governmental Approvals or Easements necessary to the construction and/or operation of the Antenna Facilities or Tenant's business; or (d) by Tenant if the Premises are or become unacceptable under Tenant's design or engineering specifications for the Antenna Facilities or the communications system to which the Antenna Facilities belong due to environmental or economic reasons or due to signal interference. Upon termination, Tenant will return the Premises to its original condition, normal wear and tear and casualty excepted. However, Tenant will not be responsible for the replacement of any trees, vegetation and/or shrubs or for the reduction of any foundation to a depth greater than one (1) foot below grade.

12. Taxes. Tenant shall pay any personal property taxes to be assessed on, or any portion of such taxes attributable to, the Antenna Facilities. All such payments shall be made ten (10) days prior to the delinquency dates of such payments. Tenant shall promptly furnish Landlord with satisfactory evidence that such taxes have been paid. If Tenant fails to pay any such taxes, Landlord shall have the right to pay the same, in which case, Tenant shall repay such amount to Landlord with Tenant's next rental installment. Landlord shall pay, when due, all real property taxes and all other fees and assessments attributable to the Property. However, Tenant shall pay, as additional Rent, any increase in real property taxes levied against the Premises which is directly attributable to Tenant's use of the Premises, and Landlord agrees to furnish proof of such increase to Tenant.

Tenant and Landlord shall attempt to have the Antenna Facilities and other related equipment and ancillary personal property assessed and billed separately from the real property or personal property of the Landlord. In the event that Tenant's personal property shall be assessed with Landlord's real property, Tenant shall pay Landlord the taxes attributable to Tenant within ten (10) days after receipt of a written statement from Landlord setting forth the taxes applicable to Tenant's property and the reasonable computation thereof.

13. Insurance.

a. Tenant will provide Commercial Liability Insurance in an aggregate amount of One Million Dollars (\$1,000,000.00) and name Landlord as an additional insured on the policy or policies. Tenant may satisfy this requirement by obtaining appropriate endorsement to any umbrella policy of liability insurance Tenant may maintain.

b. Landlord and Tenant agree that in the event of loss or damage to property due to any peril which is covered by a property insurance policy maintained by either of the parties, the parties shall look solely to such insurance for recovery, and provided and to the extent that the loss is covered by the insurance policy and at the time of loss the property insurers for both parties have waived rights of subrogation, neither party shall be liable to the other. These waivers apply between the parties and to any property insurer claiming under or through either party as a result of any asserted right of subrogation, unless any property insurer has not waived its right of subrogation (in which case these waivers shall have no effect). Landlord and Tenant each shall use diligent efforts to cause its respective property insurer to include in the insurance policy an endorsement or clause waiving the insurer's rights of subrogation against Landlord and Tenant, respectively.

14. Destruction of Property. If the Property or the Premises or the Antenna Facilities are destroyed or damaged so as, in Tenant's judgment, to hinder the effective use of the Antenna Facilities, Tenant may elect to terminate this Lease as of the date of the damage or destruction by so notifying Landlord not more than forty-five (45) days following the date of damage. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant.

15. Condemnation. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's determination to render the Premises unsuitable for the use which Tenant was then making of the Premises, this Lease shall terminate as of the date the title vests in the condemning authority. The parties shall be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Property (which for Tenant shall include, where applicable, the value of the Antenna Facilities, moving expenses, prepaid Rent and business dislocation expenses). Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power, shall be treated as a taking by condemnation.

16. Indemnity and Hold Harmless. Each party hereby indemnifies the other and the other's partners, members, managers, affiliates, agents and employees against, and holds the other and all such persons and entities harmless from, any and all costs (including reasonable attorneys' fees and costs) and claims of liability for, or loss from personal injury and/or property damage to the extent such claims result from or arise out of, the use and/or occupancy of the Property by such indemnifying party. Notwithstanding the preceding, this paragraph shall not apply to any claim arising from or in connection with any negligent or intentional conduct of the indemnified party or of any agent, servant or employee of said party.

17. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return-receipt requested, or sent by overnight carrier to the following addresses:

If to Landlord, to:

Triunfo Sanitation District
1001 Partridge Drive, Suite 150
Ventura, CA 93003-5562
Attn: District Manager
(805) 658-4601

With a copy to:

John M. Mathews, Esq.
Arnold, Back, Mathews,
Wojkowski & Zirbel
2901 N. Ventura Road, Suite 240
Oxnard, CA 93030
Tel: (805) 988-9886
Fax: (805) 988-1937

If to Tenant, to:

Address if by means other than courier:

P.O. Box 14607
Irvine, California 92623-4607
Attn: Property Manager

Address if by courier:

18200 Von Karman
6th Floor, Suite 631
Irvine, California 92612
Attn: Property Manager
Tel: (714) 623-5786
Fax: (714) 623-5790

18. Title and Quiet Enjoyment.

a. Landlord warrants that it (i) has full right, power and authority to execute this Agreement; and (ii) has good and unencumbered title to the Property free and clear of any liens or mortgages. Landlord further warrants that Tenant shall have the quiet enjoyment of the Premises during the term of this Lease or any renewal thereof.

b. Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Tenant, such title report shows any defects of title or any liens or encumbrances which may adversely affect Tenant's use of the Premises or Tenant's ability to obtain leasehold financing, Tenant shall have the right to cancel this Lease immediately upon written notice to Landlord.

c. Tenant shall also have the right to have the Property surveyed and, in the event that any defects are shown by the survey which, in the opinion of Tenant, may adversely affect Tenant's use of the Premises or Tenant's ability to obtain leasehold financing, Tenant shall have the right to terminate this Lease immediately upon written notice to Landlord.

d. Landlord represents and warrants to Tenant that to the best of Landlord's knowledge, Hazardous Waste (as that term is defined in Paragraph 22 hereof) has not been generated, stored or disposed of on the Premises nor has the same been transported to or over the Premises. Landlord will hold Tenant harmless from and indemnify Tenant against and from any damage, loss, expense or liability resulting from any breach of this representation and warranty, including all attorneys' fees and costs incurred as a result thereof.

19. Assignment. Tenant may assign or sublet this Lease upon notice to Landlord or, without notice, sublet or otherwise permit use by Cox L.P. (in which case the Antenna Facilities are deemed to mean the communications facilities and equipment of Cox L.P. installed on the Premises). Any sublease that is entered into by Tenant shall be subject to the provisions of this Lease. Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any such mortgagees or holders of security interests including their successors or assigns (hereinafter collectively referred to as "Mortgagees"). In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any

15-12

default by Tenant and to give Mortgagees the same right to cure any default as Tenant, except that the cure period for any Mortgagee shall not be less than ten (10) days after receipt of the default notice.

20. Successors and Assigns. This Lease shall run with the Property described in Exhibit "A". This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

21. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities, or any portion thereof, which shall be deemed personal property for the purposes of this Lease, regardless of whether or not same is deemed real or personal property under applicable laws, and Landlord gives Tenant the right to remove all or any portion of same from time to time in Tenant's sole discretion and without Landlord's consent.

22. Hazardous Waste.

a. Definition of Hazardous Waste. For purposes of this Agreement, the term "Hazardous Waste" means: (i) any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sections 9061, et seq.; the Hazardous Materials Transportation Conservation and Recovery Act, 41 U.S.C. Sections 6901, et seq.; the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq.; the California Hazardous Waste Control Act, California Health and Safety Code Sections 25100, et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act, California Health and Safety Code Sections 25300, et seq.; the California Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code Sections 25249.5, et seq.; California Health and Safety Code Sections 25280, et seq. (regarding underground storage of hazardous substances); the California Hazardous Waste Management Act, Health and Safety Code Sections 25179. 1, et seq.; California Health and Safety Code Sections 25500, et seq. (regarding hazardous materials release response plans and inventory); or the Porter-Cologne Water Quality Control Act, California Water Code Sections 13000, et seq., all as amended; or any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree now or at any time hereafter in effect relating to any hazardous, toxic or dangerous waste, substance or material (all such laws being referred to collectively in this Agreement as "Environmental Law"); (ii) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any Environmental Laws or under any statutory or common law theory based upon negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court; (iii) petroleum or crude oil; and (iv) asbestos.

b. Tenant's Obligations.

(1) Compliance with Laws. Tenant represents that neither it nor any of its agents, employees, contractors, subcontractors or representatives will undertake,

permit, or authorize the presence, use, manufacture, handling, generation, storage, treatment, transportation, discharge, release, burial or disposal on, under or in the vicinity of the Premises of any Hazardous Waste, except as permitted by Environmental Laws and other applicable laws. Tenant shall not cause the Premises to be in violation of any Environmental Laws or other federal, state or local laws, ordinances and/or regulations relating to health, safety or industrial hygiene on, under or in the vicinity of the Premises, including, but not limited to, air, soil and groundwater conditions. Without limiting the generality of the foregoing, Tenant agrees at all times to comply fully and in a timely manner with, and to cause all of its employees, agents, contractors and tenants to so comply with, all Environmental Laws.

(2) Response Actions. If the presence, release, threat of release, placement on, under or in the vicinity of the Premises, or the use, generation, manufacture, storage, treatment, transportation, discharge, release, burial or disposal on, under or in the vicinity of the Premises of any Hazardous Waste caused by the sole negligence and willful misconduct of the Tenant as determined by a court of law having proper jurisdiction: (i) gives rise to liability, costs or damages (including, but not limited to, a response action, remedial action or removal action) under any Environmental Law(s); (ii) causes or threatens to cause a significant public health effect; (iii) pollutes or threatens to pollute the environment; and/or (iv) causes the Premises to be in need of testing, investigatory action, cleanup or remedial action, Tenant, at its own expense, shall promptly take any and all investigatory, response, remedial and/or removal action(s) reasonably deemed necessary by Landlord in connection with the Premises and any other affected property and mitigate exposure to liability arising from the Hazardous Waste, whether or not such action(s) are required by law or by any governmental entity. Tenant shall comply with all Environmental Laws and other applicable federal, state and local laws, ordinances and regulations in connection with any such investigatory, response, remedial or removal action(s).

(3) Indemnification. Tenant shall indemnify, protect, defend and hold Landlord harmless from and against any and all losses, claims, damages, demands, liabilities, actions, causes of action, costs and/or expenses (including, without limitation, investigatory, cleanup and/or remediation costs and/or the actual cost of attorneys' fees) (collectively "Claims") resulting directly or indirectly, from Tenant's violation of any of its obligations under this section. This indemnification shall extend only to Claims resulting from the sole negligence or willful misconduct of Tenant. Where such Claims consist of sums owed directly to third parties, Tenant shall pay such sums directly to the party owed.

c. Landlord's Obligations.

(1) Compliance with Laws. Landlord represents that neither it nor any of its agents, employees, contractors, subcontractors or representatives will undertake, permit, or authorize the presence, use, manufacture, handling, generation, storage, treatment, transportation, discharge, release, burial or disposal on, under or in the vicinity of the Premises of any Hazardous Waste, except as permitted by Environmental Laws and other applicable laws. Landlord shall, at its own expense, not cause the Premises to be in violation of any Environmental Laws or other federal, state or local laws, ordinances and/or regulations relating

to health, safety or industrial hygiene on, under or in the vicinity of the Premises, including, but not limited to, air, soil and groundwater conditions. Without limiting the generality of the foregoing, Landlord agrees at all times to comply fully and in a timely manner with, and to cause all of its employees, agents, contractors, tenants and any other persons occupying or present on the Premises to so comply with, all Environmental Laws.

(2) Response Actions. If the presence, release, threat of release, placement on, under or in the vicinity of the Premises, or the use, generation, manufacture, storage, treatment, transportation, discharge, release, burial or disposal on, under or in the vicinity of the Premises of any Hazardous Waste not caused solely by Tenant; (i) gives rise to liability, costs or damages (including, but not limited to, a response action, remedial action or removal action) under any Environmental Law(s); (ii) causes or threatens to cause a significant public health effect; (iii) pollutes or threatens to pollute the environment; and/or (iv) in Tenant's reasonable judgment, causes the Premises to be in need of testing, investigatory action, cleanup or remedial action, Landlord, at its own expense, shall promptly take any and all investigatory response, remedial and/or removal action(s) reasonably deemed necessary by Tenant in connection with the Premises and any other affected property and mitigate exposure to liability arising from the Hazardous Waste, whether or not such action(s) are required by law or by any governmental entity. Landlord shall comply with all Environmental Laws and other applicable federal, state and local laws, ordinances and regulations in connection with any such investigatory, response, remedial or removal action(s).

(3) Indemnification. Landlord shall indemnify, protect, defend and hold Tenant harmless from and against any and all losses, claims, damages, demands, liabilities, actions, causes of action, costs and/or expenses (including, without limitation, investigatory, cleanup and/or remediation costs or the actual cost of attorneys' fees) (collectively "Claims") resulting, directly or indirectly, from Landlord's violation of any of its obligations under this section. This indemnification shall extend to Claims resulting in part from Tenant's alleged or actual negligent act or omission, whether active or passive, but shall not extend to Claims resulting from the sole negligence or willful misconduct of Tenant. Where such Claims consist of sums owed directly to third parties, Landlord shall pay such sums directly to the party owed.

d. Survival. The provisions of this Paragraph 22 shall survive the expiration or earlier termination of this Agreement as the case may be.

23. Relocation of the Communications Facility.

a. Landlord shall have the one-time right to relocate the Antenna Facilities, or any part thereof, to an alternate ground location of the Property; provided, however, that such relocation shall (1) be at Landlord's sole cost and expense, (2) be performed exclusively by Tenant or its agents, (3) not result in any interruption of the communications service provided by Tenant on the Property, (4) not impair, or in any manner alter, the quality of communications service provided by Tenant on and from the Property, (5) not entail relocation to any property on or under which Hazardous Waste is present, and (6) be done in accordance

with the terms and conditions contained in subparagraphs 23.b. through 23.e. below. Upon relocation of the Antenna Facilities, Tenant's access and utility easement(s) shall be relocated as required, in Tenant's sole discretion, to operate and maintain the Antenna Facilities.

b. Landlord shall exercise its relocation right under subparagraph 23.a. above, by (and only by) delivering written notice (the "Notice") to Tenant. In the Notice, Landlord shall propose an alternate site on the Property to which Tenant may relocate the Antenna Facilities. Tenant shall have sixty (60) days from the date it receives the Notice to evaluate Landlord's proposed relocation site, during which period Tenant shall have the right to conduct tests and investigations to determine the technological feasibility of the proposed relocation site and the presence and characteristics of any Hazardous Waste. Landlord shall pay for the cost of such tests and investigations. If Tenant fails to approve of such proposed relocation site in writing within said sixty-day (60-day) period, Tenant shall be deemed to have disapproved such proposed relocation site. If Tenant disapproves such relocation site, then Landlord may thereafter propose another relocation site by Notice to Tenant in the manner set forth above. Any relocation site which Landlord and Tenant agree upon in writing shall be referred to hereinafter as the "Relocation Site." Tenant shall have a period of one hundred eighty (180) days after execution of a written agreement between the parties concerning the location and dimensions of the Relocation Site to relocate (at Landlord's expense) the Antenna Facilities to the Relocation Site.

c. If Landlord elects to exercise its relocation right under subparagraph 23.a. above, then Landlord shall also have the right to temporarily relocate the Antenna Facilities, or any part thereof, to an alternate ground location on the Property (the "Temporary Site") prior to its relocation to the Relocation Site; provided, that (1) Landlord notifies Tenant of such relocation to a Temporary Site in the Notice, (2) such temporary relocation satisfies the terms and conditions described in subparagraph 23.a. above, and (3) Tenant and Landlord agree, in writing, upon the location of the Temporary Site.

d. Upon relocation of the Antenna Facilities, or any part thereof, to the Relocation Site, or the Temporary Site, if applicable, all references to the Premises herein shall be deemed to be references to the Relocation Site or the Temporary Site, as the case may be. Landlord and Tenant hereby agree that the Relocation Site and the Temporary Site, if any, (including the access and utility right-of-way pursuant to Section 1) may be surveyed by a licensed surveyor at the sole cost of Tenant, and such survey shall then replace Exhibit "B" and become a part hereof and shall control or describe the Premises.

e. Except as expressly provided in this Paragraph 23, Landlord and Tenant hereby agree that in no event shall the relocation of the Antenna Facilities, or any part thereof, under subparagraph 23.a. above, affect, alter, modify or otherwise change any of the terms and conditions of the Lease.

24. Miscellaneous.

a. The substantially 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. Any such attorneys' fees incurred by either party in enforcing a judgment in its favor under this Lease shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Lease and to survive and not be merged into any such judgment.

b. Each party agrees to furnish to the other such truthful estoppel information as the other may reasonably request.

c. This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

d. If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker.

e. Landlord agrees to cooperate with Tenant in executing any documents (including, but not limited to, a Memorandum of Site Lease Agreement and Nondisturbance and Attornment Agreement) necessary to protect Tenant's rights hereunder or Tenant's use of the Premises. Landlord acknowledges that a Memorandum of the Agreement will be recorded in the Official Records of the County where the Property is located. Upon the expiration or earlier termination of this Agreement, Tenant agrees to record a quitclaim deed to evidence the termination of Tenant's interest in the Property.

f. Tenant shall comply with all laws, regulations and requirements of all municipal, state and federal authorities applicable to the Premises and the business conducted on the Premises.

g. This Lease shall be construed in accordance with the laws of the state in which the Property is located.

h. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

i. If Landlord breaches this Lease in any manner or substantially breaches any term contained in any mortgage or deed of trust superior to Tenant's estate under this Lease (other than any mortgage or deed of trust for which Tenant has obtained a nondisturbance agreement) or contained in any lease under which Landlord holds title to any

portion of Landlord's Property, and if Landlord fails to commence to cure such breach within thirty (30) days after receiving written notice from Tenant exactly specifying the violation (or if Landlord fails thereafter to diligently prosecute the cure to completion), then Tenant may enforce each of its rights and remedies under this Lease or provided by law or it may (although it shall not be obligated to do so) cure Landlord's breach or perform Landlord's obligations (on Landlord's behalf and at Landlord's expense) and require Landlord to reimburse (or offset against rent) all reasonable expenses incurred in doing so plus interest (from the date such expenses are incurred until reimbursement) at ten percent (10%) per annum.

DATED as of the first set forth above.

TRIUNFO SANITATION DISTRICT, a
public agency

By Ronald Stark
Ronald Stark, Chairman

Landlord

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

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

By Debbie R. Simmons
Debbie R. Simmons
Vice President of the General
Partner

Tenant