

COMMUNICATIONS SITE LEASE AGREEMENT

THIS COMMUNICATIONS SITE LEASE AGREEMENT ("Lease") dated as of APRIL 26, 2000, is between PACIFIC BELL WIRELESS, LLC, A NEVADA LIMITED LIABILITY COMPANY, d/b/a PACIFIC BELL WIRELESS ("Lessee") and CONEJO RECREATION & PARK DISTRICT, A POLITICAL CORPORATION AND A GOVERNMENTAL AGENCY ("Lessor").

The parties hereto agree as follows:

1. **Premises.** Lessor owns the real property legally described in Exhibit "A" ("Lessor's Property") commonly known as 2525 Moorpark Road, Thousand Oaks, CA 91360 (Assessor's Parcel Number 521-0-100-025). Subject to the following terms and conditions, Lessor leases to Lessee that portion of Lessor's Property depicted in Exhibit "B", including any applicable easements for access and utilities (the "Premises").

2. **Use.** The Premises may be used by Lessee for any lawful activity in connection with the provisions of mobile/wireless communications services, including without limitation, the transmission and reception of radio communication signals on various frequencies and the construction, maintenance and operation of related communications facilities. Lessor agrees, at no expense to Lessor, to cooperate with Lessee in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises, including but not limited to Federal Communications Commission ("FCC") and Federal Aviation Administration ("FAA") requirements.

3. **Conditions Precedent.** Performance by Lessee under this Lease shall be conditioned upon (i) review and approval of this Lease by Lessee's legal counsel and Director, Network Deployment, (ii) execution of this Lease by Lessee's authorized representative, (iii) satisfactory results of Tests (as defined in Section 6(a) below), (iv) a good faith determination by Lessee of the suitability of the Premises in its sole discretion, including but not limited to an environmental inspection of Lessor's Property and adjacent property, and (v) approval and issuance of all necessary governmental approvals and permits to enable Lessee to construct and operate mobile/wireless communications facilities on the Premises. In the event the conditions of this Section 3 have not been satisfied, Lessee shall notify Lessor and this Lease will terminate.

4. **Term.**

(a) For the sum of One Thousand Dollars (\$1,000.00), to be paid within thirty (30) days of full execution of the Lease, Lessor grants to Lessee an option to lease the Premises (the "Option"). The Option shall be for an initial term of one (1) year (the "Option Term") commencing on the full execution of this Lease. The Option Term may be extended for two (2) additional one (1) year periods when Lessee notifies Lessor in writing prior to the expiration of the initial Option period and for payment of additional consideration in the sum of One Thousand Dollars (\$1,000.00).

(b) The term of this Lease ("Term") shall be five (5) years commencing the date Lessee begins construction of its mobile/wireless communications facilities on the Premises, provided Lessee notifies Lessor a minimum of five (5) days prior to commencing construction, or the expiration of the Option Term, whichever is earlier ("Commencement Date"). Lessee shall have the right to extend the Term of this Lease for five (5) additional terms ("Renewal Term") of five (5) years each. The terms and conditions for each Renewal Term shall be the same terms and conditions of this Lease, except that rent shall be increased as set forth hereinbelow. This Lease shall automatically be extended for each successive five (5) year Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to extend this Lease at least thirty (30) days prior to the expiration of the first five (5) year Term or any Renewal Term.

5. **Rent.** Upon the Commencement Date and upon Lessee's receipt of a completed Substitute W-9 form from Lessor, Lessee shall pay Lessor, as rent, the sum of One Thousand Dollars (\$1,000.00) ("Rent") per month. Rent shall be payable on the first day of each month, in advance, to Lessor or Lessor's payee as specified in Section 17, Miscellaneous. Rent shall be increased on each anniversary of the Commencement Date by an amount equal to three percent (3%) of the Rent for the previous year.



If the Commencement Date is other than the first day of a calendar month, Lessee may pay on the first day of the Term the prorated Rent for the remainder of the calendar month in which the Term commences, and thereafter, Lessee shall pay a full month's Rent on the first day of each calendar month, except that payment shall be prorated for the final fractional month of this Lease, or if this Lease is terminated before the expiration of any month for which Rent should have been paid.

6. Improvements; Access.

(a) Lessee shall have the right (but not the obligation) at any time following the full execution of this Lease and prior to the Commencement Date to enter the Premises for the purpose of making necessary inspections, engineering surveys (and soil tests where applicable) and other reasonably necessary tests (collectively "Tests") to determine the suitability of the Premises for Lessee's Facilities (as defined herein) and for the purpose of preparing for the construction of Lessee's Facilities. During any Tests or pre-construction work, Lessee will have insurance as set forth in Section 12, Insurance. Lessee will notify Lessor of any proposed Tests or pre-construction work and will coordinate the scheduling of same with Lessor. If Lessee determines that the Premises are unsuitable for Lessee's contemplated use, then Lessee will notify Lessor and this Lease will terminate.

(b) Lessee has the right to construct, maintain and operate on the Premises radio communications facilities, including but not limited to radio frequency transmitting and receiving equipment, batteries, utility lines, transmission lines, radio frequency transmitting and receiving antennas and supporting structures and improvements ("Lessee's Facilities"). In connection therewith, Lessee has the right to do all work necessary to prepare, add, maintain and alter the Premises for Lessee's communications operations and to install utility lines and transmission lines connecting antennas to transmitters and receivers. Lessee shall have the right to install any warning signs it deems necessary on or about the Premises. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Title to Lessee's Facilities and any equipment placed on the Premises by Lessee shall be held by Lessee. All of Lessee's Facilities shall remain the property of Lessee and are not fixtures. Lessee has the right to remove all Lessee's Facilities at its sole expense on or before the expiration or termination of this Lease. Lessee shall enter into a cost sharing or collocation agreement with AT&T Wireless that will provide for Lessee paying a pro rata share of all costs incurred to prepare Lessor's Property for mobile/wireless communications facilities, including but not limited to, the wall enclosure, gate, landscaping and irrigation modifications.

(c) Lessor shall provide access to Lessee, Lessee's employees, agents, contractors and subcontractors to the Premises twenty-four (24) hours a day, seven (7) days a week, at no charge to Lessee. Lessor represents and warrants that it has full rights of ingress to and egress from the Premises, and hereby grants such rights to Lessee to the extent required to construct, maintain, install and operate Lessee's Facilities on the Premises. Lessee's exercise of such rights shall not cause undue inconvenience to Lessor, and shall be in accordance with the Facility Access Requirements attached hereto as Exhibit "D".

(d) Lessor shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow access. Lessor shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Lessee's use of such roadways. If Lessee causes any such damage, it shall promptly repair same.

(e) Lessee shall have the right to install utilities, at Lessee's expense, and to improve the present utilities on or near the Premises (including, but not limited to the installation of emergency back-up power). Lessee shall have the right to place utilities on (or to bring utilities across) Lessor's Property as depicted in Exhibit "B" in order to service the Premises and Lessee's Facilities. Upon Lessee's request, Lessor shall execute recordable easement(s) evidencing this right.

(f) Lessee shall fully and promptly pay for all utilities furnished to the Premises for the use, operation and maintenance of Lessee's Facilities.

(g) Upon the expiration, cancellation or termination of this Lease, Lessee shall surrender the Premises to Lessor in good condition, less ordinary wear and tear.



(h) Prior to commencing construction of Lessee's Facilities, Lessee shall obtain Lessor's approval of Lessee's work plans, which approval shall not be unreasonably withheld. Lessor shall give such approval or provide Lessee with its requests for changes within five (5) working days of Lessor's receipt of Lessee's work plans. If Lessor does not provide such approval or request for changes within such five (5) working day period, it shall be deemed to have approved the plans. Lessor shall not be entitled to receive any additional consideration in exchange for giving its approval of Lessee's plans.

7. **Interference with Communications.** Lessee's Facilities shall not disturb the communications configurations, equipment and frequency which exist on Lessor's Property on the Commencement Date ("Pre-existing Communications"), and Lessee's Facilities shall comply with all non-interference rules of the FCC. Lessor shall not use, or permit the use of, any portion of Lessor's Property in a way which interferes with the communications operations of Lessee described in Section 2, above. Such interference with Lessee's communications operations shall be deemed a material breach by Lessor, and Lessor shall have the responsibility to promptly terminate said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference will cause irreparable injury to Lessee, and therefore, Lessor shall use its best efforts to eliminate such interference to Lessee's satisfaction, and Lessee shall have the right to bring action to enjoin such interference or to terminate this Lease immediately upon notice to Lessor. Lessor shall require any future tenants, licensees, or occupants using any portion of Lessor's Property for the operation of wireless communications facilities to obtain Lessee's prior written consent, which consent may be withheld at Lessee's sole discretion. Notwithstanding the foregoing, Pre-existing Communications operating in the same manner as the Commencement Date shall not be deemed interference, but subsequent modifications, adjustments or improvements to Pre-Existing Communications shall comply with the requirements of this non-interference provision.

As a condition of any future lease, sublease or license with any telecommunications company or operator for the purpose of conducting mobile/wireless or radio communications from Lessor's Property, Lessor shall require such future tenant, licensee or occupant to reimburse a pro rata share of Lessee's costs incurred to develop, improve or prepare Lessor's Property for communications facilities, including but not limited to, antenna screening, access, improvements, landscaping, utilities, or governmental approvals. Regardless of whether any use of Lessor's Property by a licensee, tenant or occupant interferes with Lessee's communications operations, Lessor shall not license, sublease, or allow any licensee, tenant or occupant to utilize, occupy or collocate on Lessee's Premises or Lessee's Facilities on Lessor's Property (including but not limited to conduits, utility lines, plumbing, antennas, poles or structures) without Lessee's prior written consent and agreement to the terms and conditions of such use, occupancy or collocation, which consent may be withheld at Lessee's sole discretion.

8. **Taxes.** Lessee shall pay personal property taxes assessed against Lessee's Facilities and Lessor shall pay when due, all real property taxes and all other taxes, fees and assessments attributable to the Premises and this Lease.

9. **Termination.** This Lease may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant, condition or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default; (ii) by Lessee for any reason or for no reason, provided Lessee delivers written notice of termination to Lessor prior to the Commencement Date; (iii) by Lessee if it does not obtain or maintain licenses, permits or other approvals necessary to the construction or operation of Lessee's Facilities; (iv) by Lessee if Lessee is unable to occupy or utilize the Premises due to a ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of channels or change in frequencies; or (v) by Lessee if Lessee determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including without limitation, signal strength or interference.

10. **Destruction of Premises.** If the Premises or Lessor's Property is destroyed or damaged so as in Lessee's judgment to hinder its effective use of Lessor's Property, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying Lessor no more than thirty (30) days following the date of damage or destruction. In such event, all rights and obligations of the parties which do not survive the termination of this Lease shall cease as of the date of the damage or destruction.

11. **Condemnation.** If a condemning authority takes all of Lessor's Property, or a portion which in Lessee's opinion is sufficient to render the Premises unsuitable for Lessee's use, then this Lease shall terminate as of



the date when possession is delivered to the condemning authority. In any condemnation proceeding each party shall be entitled to make a claim against the condemning authority for just compensation (which for Lessee shall include, the value of Lessee's Facilities, moving expenses, prepaid rent, business dislocation expenses, bonus value of the lease and any other amounts recoverable under condemnation law). Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain, shall be treated as a taking by a condemning authority.

12. Insurance.

(a) Lessee will provide Commercial Liability Insurance in an aggregate amount of \$2,000,000, with an additional \$1,000,000 per occurrence and name Lessor as an additional insured on the policy or policies. Lessee will provide thirty (30) days notice to Lessor prior to the cancellation of said insurance. Lessee may satisfy this requirement by obtaining appropriate endorsement to any umbrella policy of liability insurance Lessee may maintain.

(b) Lessee and Lessor agree that in the event of loss or damage to property due to any peril which is covered by an insurance policy maintained by either of the parties, the parties shall look solely to such insurance for recovery, and provided that the loss is covered by the insurance policy, neither party shall be liable to the other. In the event of such an insured loss, neither party's insurance company shall have a subrogated claim against the other party. Prior to commencement of this Lease, each party shall provide to the other proof, whether by copy of the policy or endorsement, that it has obtained the waiver of subrogation provided by this Section.

13. Assignment. Lessee may assign this Lease at any time upon notice to Lessor.

14. Title and Quiet Enjoyment.

(a) Lessor warrants that it has full right, power and authority to execute this Lease; Lessor further warrants that Lessee shall have quiet enjoyment of the Premises during the Term of this Lease or any Renewal Term.

(b) Lessee 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 Lessee, such title report shows any defects of title or any liens or encumbrances which may adversely affect Lessee's use of the Premises, Lessee shall have the right to terminate this Lease immediately upon written notice to Lessor.

(c) Lessor agrees to obtain, for the benefit of Lessee, a Non-Disturbance Agreement from the present mortgagee(s) or holder of a deed of trust, and subsequent mortgagee(s) or holder of a deed of trust. In the event Lessor finances or refinances Lessor's Property, Lessor agrees to obtain from any lender a Non-Disturbance Agreement for the benefit of Lessee confirming that Lessee's right to quiet possession of the Premises during this Lease shall not be disturbed so long as Lessee has not defaulted under this Lease.

(d) Lessor agrees to notify Lessee in writing when Lessor sells or transfers all or any portion of Lessor's Property affecting the leased Premises, or enters into a contract to sell or transfer title or ownership to Lessor's Property. Said notice shall be provided within ten (10) days after entering into any contract for the sale or transfer of Lessor's Property, or before the next month's Rent is due, whichever occurs earlier. Any sale, hypothecation or transfer of all or any portion of Lessor's Property shall be made subject to the terms, provisions and conditions of this Lease, and shall not effect a termination of this Lease. If Lessor sells or transfers all or any portion of the Premises, the buildings, other improvements, or the land of which the Premises are a part, Lessor, on consummation of the sale or transfer, shall be released from any liability thereafter accruing after this Lease if Lessor's successor has assumed in writing, for the benefit of Lessee, Lessor's obligations under this Lease.

15. Repairs. Lessee shall not be required to make any repairs to the Premises except for damages to the Premises caused by Lessee, its employees, agents, contractors or subcontractors.

16. Environmental. Lessor represents that the Premises have not been used for the generation, storage, treatment or disposal of hazardous materials, hazardous substances or hazardous wastes. In addition, Lessor represents that no hazardous materials, hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyls (PCBs), petroleum or other fuels (including crude oil or any fraction or derivative thereof) or underground



storage tanks are located on or near the Premises. Notwithstanding any other provision of this Lease, Lessee relies upon the representations stated herein as a material inducement for entering into this Lease.

17. Miscellaneous.

(a) If any provision of this Lease is invalid or unenforceable with respect to any party, the remainder of this Lease or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

(b) This Lease shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(c) Any notice or demand required to be given herein shall be made by certified or registered mail return receipt requested, confirmed fax, or reliable overnight mail to the address of the respective parties set forth below:

Lessor: Conejo Recreation & Park District, 155 E. Wilbur Road, Thousand Oaks, CA 91360

Lessee: Pacific Bell Wireless, 2521 Michelle Drive, 2nd Floor, Tustin, CA 92780
Attn: Property Management
Phone: (800) 355-1802
Fax: (800) 394-9242

Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party.

(d) This Lease shall be governed under the laws of the State of California.

(e) The substantially prevailing party in any legal action or lawsuit arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(f) Terms and conditions of this Lease which by their sense and context survive the termination, cancellation or expiration of this Lease will so survive.

(g) Upon request either party may require that a Memorandum of Lease be recorded in the form of Exhibit "C".

(h) Delivery of this Lease, duly executed by Lessor, constitutes an offer to lease the Premises on the terms set forth herein, and under no circumstances shall delivery be deemed to create an option or reservation, for the benefit of Lessor, to lease the Premises to Lessee. This Lease shall become effective and binding only upon execution hereof by Lessee and delivery of a signed copy to Lessor. Lessee shall have the right to reject the offer any time prior to delivery of a signed copy of this Lease to Lessor. No act or omission of any agent or employee of Lessee or Lessee's broker or managing agent shall alter, change or modify any of the provisions of this provision.

(i) This Lease constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other leases concerning the subject matter contained herein. 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.

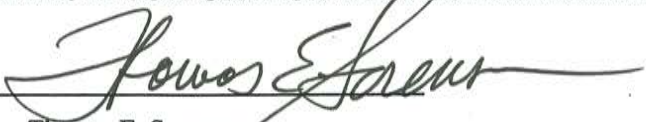
[SIGNATURE PAGE FOLLOWS]

A handwritten signature in black ink is written over a circular stamp. The stamp contains some illegible text and a central emblem.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

LESSOR

**CONEJO RECREATION & PARK DISTRICT,
A POLITICAL CORPORATION AND A GOVERNMENTAL AGENCY**

By: 
Name: Thomas E. Sorensen
Title: Administrator
Date: 4-26-00

LESSEE

**PACIFIC BELL WIRELESS, LLC,
A NEVADA LIMITED LIABILITY COMPANY,
d/b/a PACIFIC BELL WIRELESS**

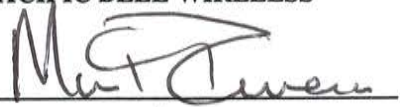
By: 
Name: Mark Rivera
Title: Director, Network Deployment
Date: 4/24/00



EXHIBIT A

LEGAL DESCRIPTION OF LESSOR'S PROPERTY

Lessor's Property of which the Premises are a part is legally described as follows:

2525 Moorpark Road
Thousand Oaks, CA 91360
APN: 521-0-100-025

All that real property located in the State of California, County of Ventura, described as follows:

That portion of the Northeast quarter of Section 33, Township 2 North, Range 19 West, Rancho El Conejo, in the City of Thousand Oaks, County of Ventura, State of California, according to the map thereof recorded in book 1, page 746 of Deeds, in the Office of the County Recorder of said County, described as follows:

BEGINNING at the Southwesterly corner of said Northeast quarter of Section 33; thence, along the Westerly line thereof,

- 1st: North 706.51 feet; thence,
- 2nd: South 53° 39' 30" East 217.97 feet; thence,
- 3rd: South 79° 06' 45" East 272.45 feet; thence,
- 4th: North 80° 39' 15" East 217.20 feet; thence,
- 5th: North 33° 05' 45" East 150.13 feet; thence,
- 6th: North 87° 56' 45" East 251.22 feet; thence,
- 7th: South 38° 53' 15" East 154.25 feet; thence,
- 8th: North 83° 44' East 149 feet; thence,
- 9th: South 51° 12' 15" East 96.85 feet; thence,
- 10th: North 63° 59' 45" East 157.40 feet; thence,
- 11th: North 44° 05' East 65.38 feet; thence,
- 12th: North 56° 45' East 73.53 feet; thence,
- 13th: North 80° 09' 45" East 52.20 feet; thence,
- 14th: South 79° 49' 45" East 32.64 feet; thence,
- 15th: South 50° 21' East 123.67 feet; thence,
- 16th: South 87° 22' 15" East 105.82 feet; thence,
- 17th: North 79° 59' 45" East 123.78 feet; thence,
- 18th: South 86° 47' 45" East 182.07 feet; thence,



EXHIBIT A

- 19th: North 75° 10' 45" East 96.88 feet; thence,
- 20th: North 56° 13' 45" East 50.94 feet; thence,
- 21st: North 34° 56' East 66.43 feet; thence,
- 22nd: North 58° 13' 30" East 37.28 feet; thence,
- 23rd: North 72° 17' 15" East 93.75 feet; thence,
- 24th: South 87° 43' 15" East 198.28 feet to the Easterly line of said Northeast quarter of Section 33, being also the centerline of Moorpark Road, 50 feet wide, distant along said Easterly line North 0° 09' West 774.42 feet from the Southeasterly corner of said Northeast quarter of Section 33; thence, along said Easterly line,
- 25th: South 0° 09' East 774.42 feet to the Southeasterly corner of said Northeast quarter of Section 33; thence, along the Southerly line thereof,
- 26th: North 89° 48' West 2642.22 feet to the point of beginning.

EXCEPT that portion described in the deed to the State of California, recorded on February 20, 1961 as Document No. 7025, in book 1963, page 230 of Official Records.

ALSO EXCEPT that portion described in the Final Order of Condemnation filed on November 8, 1963 as Document No. 66384, in book 2424, page 384 of Official Records.

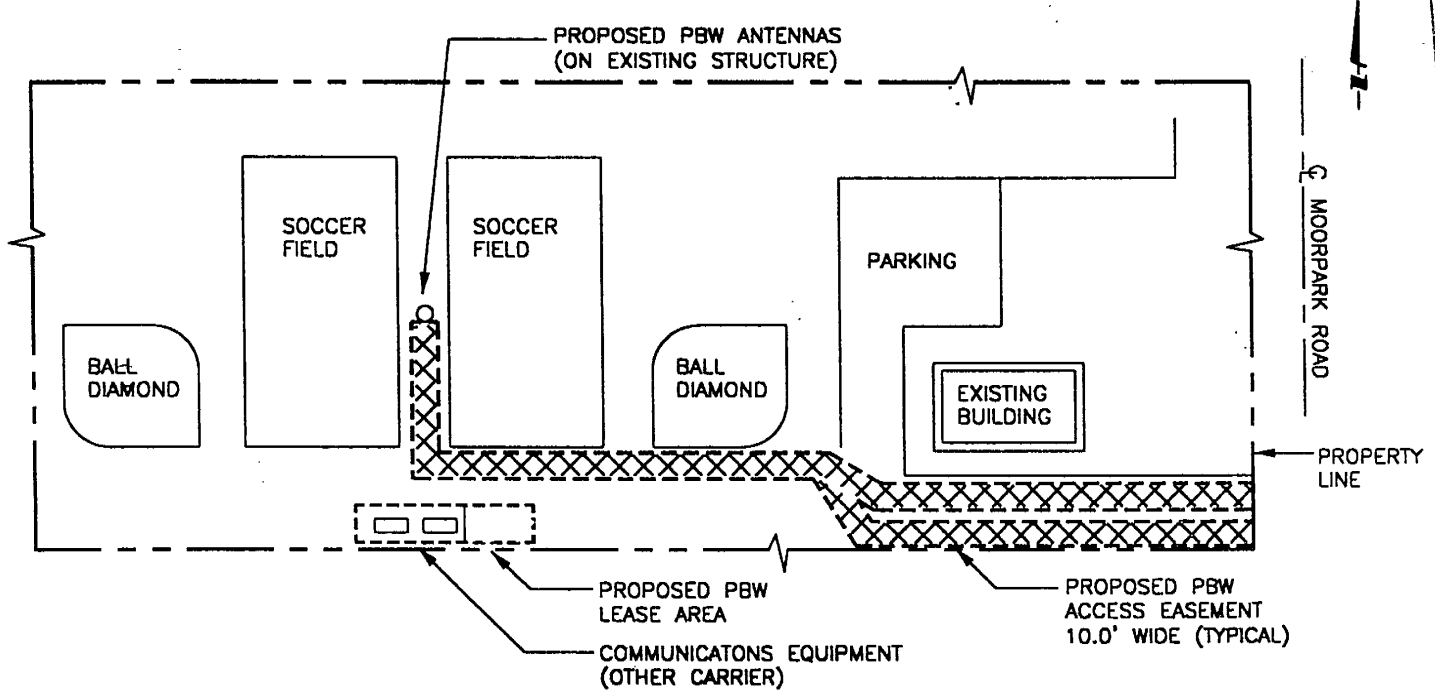


EXHIBIT B

DESCRIPTION OF PREMISES

The Premises consist of those specific areas described/shown below where Lessee’s communications antennas, equipment and cables occupy Lessor’s Property. The Premises and the associated utility connections and access, including easements, ingress, egress, dimensions, and locations as described/shown below, are approximate only and may be adjusted or changed by Lessee at the time of construction to reasonably accommodate sound engineering criteria and the physical features of Lessor’s Property.

Approximately six hundred twenty-five (625) square feet of space for placement of Lessee’s communication equipment, space on the existing structure for the placement of antennas, any required airspace, and space for cable runs, conduit and cable trays necessary to connect communication equipment to antennas (collectively the “Premises”), and an unimpaired, non-exclusive easement and right of way in and over the common areas at Lessor’s Property and the following portions of Lessor’s Property (collectively the “Access Areas”): All areas providing physical access by personnel, equipment and utilities including, but not limited to, ramps, loading docks, walkways, staircases, and ladders; the existing structure on which Lessee’s equipment is installed; and all utility ducts and conduits (including, telephone and optical conduits) and other means by which power, and communications signals may be delivered to or from the Premises.



A final drawing or copy of a property survey depicting the above will replace this Exhibit “B” when initiated by Lessor.

Notes:

1. This Exhibit may be replaced by a land survey or Site Plan of the Premises once it is received by Lessee.
2. Setback of the Premises from the Lessor’s boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.



EXHIBIT C

RECORDING REQUESTED BY:

WHEN RECORDED, RETURN TO:

Pacific Bell Wireless
2521 Michelle Drive, 2nd Floor
Tustin, CA 92780

Attn: Property Management

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (“Memorandum”) dated as of _____, 2000, is between CONEJO RECREATION & PARK DISTRICT, A POLITICAL CORPORATION AND A GOVERNMENTAL AGENCY (“Lessor”), and PACIFIC BELL WIRELESS, LLC, A NEVADA LIMITED LIABILITY COMPANY, d/b/a PACIFIC BELL WIRELESS (“Lessee”).

RECITALS

WHEREAS, Lessor and Lessee have executed that certain Communications Site Lease Agreement (“Lease”) dated as of _____, 2000, covering certain premises (“Premises”) situated on certain real property located in the City of Thousand Oaks, County of Ventura, State of California, and more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference; and

WHEREAS, Lessor and Lessee desire to record notice of the Lease in the Official Records of Ventura County, California;

NOW, THEREFORE, in consideration of the foregoing, Lessor and Lessee hereby declare as follows:

1. **Demise.** Lessor has leased the Premises to Lessee (together with access rights), and Lessee has hired the Premises from Lessor, subject to the terms, covenants and conditions contained in the Lease.
2. **Option Term.** Lessor has granted Lessee an option to lease the Premises (the “Option”). The Option shall be for an initial term of one (1) year (the “Option Term”) commencing _____, 2000. The Option Term may be extended for two (2) additional one (1) year periods at Lessee’s discretion.
3. **Expiration Date.** The term of the Lease (“Term”) is scheduled to commence on or before the expiration of the Option Term, and shall expire five (5) years thereafter, subject to Lessee’s option to extend the Term pursuant to Section 4 of the Lease for five (5) additional terms of five (5) years each.
4. **Lease Controlling.** This Memorandum is solely for the purpose of giving constructive notice of the Lease. In the event of conflict between the terms of the Lease and this Memorandum, the terms of the Lease shall control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum of Lease as of the date and year first written above.

LESSOR

**CONEJO RECREATION & PARK DISTRICT,
A POLITICAL CORPORATION AND A GOVERNMENTAL AGENCY**

By: _____
Name: Thomas E. Sorensen
Title: Administrator

LESSEE

**PACIFIC BELL WIRELESS, LLC,
A NEVADA LIMITED LIABILITY COMPANY,
d/b/a PACIFIC BELL WIRELESS**

By: _____
Name: Mark Rivera
Title: Director, Network Deployment

[ACKNOWLEDGMENTS FOLLOW]

A handwritten signature in black ink is written over a circular stamp. The stamp contains some illegible text, possibly a date or time.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____ before me, _____,
personally appeared _____, personally known to me (or proved to me on
the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____ before me, _____,
personally appeared _____, personally known to me (or proved to me on
the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____



EXHIBIT A TO THE MEMORANDUM OF LEASE

LEGAL DESCRIPTION OF LESSOR'S PROPERTY

Lessor's Property of which the Premises are a part is legally described as follows:

2525 Moorpark Road
Thousand Oaks, CA 91360
APN: 521-0-100-025

All that real property located in the State of California, County of Ventura, described as follows:

That portion of the Northeast quarter of Section 33, Township 2 North, Range 19 West, Rancho El Conejo, in the City of Thousand Oaks, County of Ventura, State of California, according to the map thereof recorded in book 1, page 746 of Deeds, in the Office of the County Recorder of said County, described as follows:

BEGINNING at the Southwesterly corner of said Northeast quarter of Section 33; thence, along the Westerly line thereof,

- 1st: North 706.51 feet; thence,
- 2nd: South 53° 39' 30" East 217.97 feet; thence,
- 3rd: South 79° 06' 45" East 272.45 feet; thence,
- 4th: North 80° 39' 15" East 217.20 feet; thence,
- 5th: North 33° 05' 45" East 150.13 feet; thence,
- 6th: North 87° 56' 45" East 251.22 feet; thence,
- 7th: - South 38° 53' 15" East 154.25 feet; thence,
- 8th: North 83° 44' East 149 feet; thence,
- 9th: South 51° 12' 15" East 96.85 feet; thence,
- 10th: North 63° 59' 45" East 157.40 feet; thence,
- 11th: North 44° 05' East 65.38 feet; thence,
- 12th: North 56° 45' East 73.53 feet; thence,
- 13th: North 80° 09' 45" East 52.20 feet; thence,
- 14th: South 79° 49' 45" East 32.64 feet; thence,
- 15th: South 50° 21' East 123.67 feet; thence,
- 16th: South 87° 22' 15" East 105.82 feet; thence,
- 17th: North 79° 59' 45" East 123.78 feet; thence,
- 18th: South 86° 47' 45" East 182.07 feet; thence,
- 19th: North 75° 10' 45" East 96.88 feet; thence,



EXHIBIT A

- 20th: North 56° 13' 45" East 50.94 feet; thence,
- 21st: North 34° 56' East 66.43 feet; thence,
- 22nd: North 58° 13' 30" East 37.28 feet; thence,
- 23rd: North 72° 17' 15" East 93.75 feet; thence,
- 24th: South 87° 43' 15" East 198.28 feet to the Easterly line of said Northeast quarter of Section 33, being also the centerline of Moorpark Road, 50 feet wide, distant along said Easterly line North 0° 09' West 774.42 feet from the Southeasterly corner of said Northeast quarter of Section 33; thence, along said Easterly line,
- 25th: South 0° 09' East 774.42 feet to the Southeasterly corner of said Northeast quarter of Section 33; thence, along the Southerly line thereof,
- 26th: North 89° 48' West 2642.22 feet to the point of beginning.

EXCEPT that portion described in the deed to the State of California, recorded on February 20, 1961 as Document No. 7025, in book 1963, page 230 of Official Records.

ALSO EXCEPT that portion described in the Final Order of Condemnation filed on November 8, 1963 as Document No. 66384, in book 2424, page 384 of Official Records.



EXHIBIT D

FACILITY ACCESS REQUIREMENTS

Lessor provides access rights evidencing Lessee's right to place utilities on (or to bring utilities across) Lessor's Property in order to service the Premises and Lessee's Facilities, consistent with the terms and conditions of the Lease.

Requirements regarding access to utility boxes and Lessee's Facilities are described as follows:

Vehicle and/or equipment access to utilities and facilities shall be obtained via the park main entrance drive and jogging path at the south side of the site. Access on to the turf area shall be made immediately south of the grounds workshed. Proceeding slowly westerly, Lessee shall restrict access to said jogging path identified as W on diagram Exhibit D-1. Utilities shall be located within a wall enclosure adjacent to the south property line chain link fence identified as Z on said diagram.

When it is necessary to inspect or service "Lessee's Facilities", Lessee shall proceed with caution, from the aforementioned utilities location, along a 10' wide easement between soccer fields #1 and #2. The direction of access to said facilities shall be limited to a south to north approach (see attached Exhibit D-1 diagram - location identified as Q).

Work area and access path between fields shall be clearly identified by Lessee with the placement of cones. Subsequent to any access by Lessee, the property shall be returned to its condition prior to access at the cost of Lessee.

Lessee shall immediately report any and all injuries and property damages, including damage to turf, irrigation system, and plant material to Lessor. Advanced notification of field access and damages shall be reported to Lessor at (805) 495-6471 or (805) 381-2793.

A handwritten signature in black ink is written over a circular stamp. The stamp contains some illegible text and a central mark.

