

## SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT

This SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT (“**Amendment**”) is made this 13<sup>th</sup> day of February, 2023, by and between Conejo Recreation and Park District, a public district (“**Landlord**”) and Los Angeles SMSA Limited Partnership, a California limited partnership, dba Verizon Wireless (“**Tenant**”), with reference to the facts set forth in the Recitals below:

### RECITALS

WHEREAS, Landlord owns that certain real property located at 4801 Borchard Road, Newbury Park, California (“**Property**”); and

WHEREAS, Landlord and Tenant are parties to that certain Option and Lease Agreement dated September 17, 2009, as amended by that certain First Amendment to Option and Lease Agreement dated September December 22, 2009 (collectively, the “**Lease**”), whereby Landlord leases to Tenant a portion (the “**Premises**”) of the Property for the construction, operation and maintenance of a communications facility situated substantially as shown on Revised Exhibit 1 attached to the Lease; and

WHEREAS, Landlord and Tenant have agreed to amend the Lease to: (i) permit Tenant to install a generator at the Property, and (ii) modify certain other provisions of the Lease, as provided herein.

### AGREEMENT

NOW, THEREFORE, in consideration of the facts contained in the Recitals above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Additional Ground Space.** The description of the Premises as described in the Lease is hereby amended to add a portion of ground space located at the Property measuring approximately thirteen feet, six inches (13’6”) by ten feet, six inches (10’6”) and containing approximately one hundred forty-two (142) square feet (the “**Generator Space**”) for Tenant’s generator and related equipment, together with a non-exclusive easement for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Generator Space to the Premises. The Premises, Generator Space and utilities easement hereinafter shall be collectively referred to as the “**Premises**.” The Generator Space and utilities easement are substantially described and depicted herein in Exhibit “1-A” attached hereto and made a part hereof. Landlord and Tenant acknowledge and agree that Exhibit “1-A” is intended to supplement Revised Exhibit “1” attached to the Lease.

**2. Installation of Generator Improvements.** Lessor acknowledges and agrees that Lessee intends to construct and install certain improvements within the Premises, which shall include, but are not limited to, a generator pad, generator and all utility connections, all as more particularly described and depicted in Exhibit “1-A” attached hereto (collectively, the

"Improvements"). Lessor hereby consents to the construction, installation, operation and maintenance of the Improvements as the same may be modified, added to and/or substituted from time to time during the term of the Lease, as the same may be extended. Lessee shall be solely responsible for the care, repair and maintenance of the Improvements.

**3. Governmental Approvals.** Any required permits for the Improvements shall be obtained by Lessee at Lessee's sole expense. Furthermore, it is understood and agreed that Lessee's ability to install the Improvements is contingent upon its obtaining after the execution date of this Amendment all of the certificates, permits and other approvals (collectively, "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory structural analysis and soil boring tests which will permit Lessee to install and operate the Improvements as set forth in this Amendment. Lessor shall cooperate with Lessee in its efforts to obtain such approvals and shall take no action that would adversely affect the status of the Property with respect to the installation of the Improvements. In the event that any of such applications for such Governmental Approvals should be finally rejected or any Governmental Approval issued to Lessee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or structural analysis tests are found to be unsatisfactory so that Lessee in its sole discretion will be unable to install, operate, or maintain the Improvements or Lessee determines that the Improvements are no longer compatible for its intended use, Lessee shall have the right to terminate this Amendment; however, the Lease shall remain in full force and effect. Notice of Lessee's exercise of its right to terminate this Amendment shall be given to Lessor in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Lessee. All rent in connection with this Amendment paid to said termination date shall be retained by Lessor. Upon such termination, this Amendment shall be of no further force or effect, and the parties shall have no further obligations thereunder.

**4. Rent.** In consideration for the Generator Space and for Landlord consenting to the construction, installation, operation, maintenance and repair of the Improvements, the Rent due under the Lease shall be increased by the sum of Three Hundred Dollars (\$300.00) per month (the "Rent Increase Amount"). Tenant's obligation to pay the Rent Increase Amount to Landlord shall commence on the first day of the month after Tenant commences construction of the Improvements ("Rent Increase Commencement Date"). Landlord and Tenant acknowledge and agree that initial Rent Increase Amount payment(s) may not be sent by Tenant until sixty (60) days after the Rent Increase Commencement Date. The initial Rent Increase Amount payment will reflect two (2) months' of such rent: (i) one for the month in which the Rent Increase Commencement Date is effective; and (ii) one for the second month in advance as prescribed above. Thereafter, the Rent Increase Amount shall increase as provided in the Lease. If the Lease is terminated before the end of a month's rent period as described above, Rent shall be prorated as of the date of termination.

**5. Landscaping.** The parties acknowledge and agree that Tenant shall be required by Landlord to install certain landscaping ("Landscaping") at the Property and such connections ("Irrigation") to Landlord's existing irrigation system and existing water supply as may be required in order to maintain the Landscaping, all as more particularly described in the Exhibit "1-A" attached hereto. Tenant shall install the Landscaping and Irrigation in a good and workmanlike manner, and upon completion of installation, the Landscaping and Irrigation shall become the property of Landlord. Landlord acknowledges and agrees that it shall be responsible,

at its sole cost and expense, for watering and maintaining the Landscaping and that Tenant shall not be responsible for replacing any Landscaping if Landlord fails to do so; provided however, that Tenant shall replace any Landscaping that dies within the first six (6) months after Tenant installs such Landscaping.

6. **Continued Effect.** Landlord and Tenant hereby ratify and reaffirm the rights and obligations of both Landlord and Tenant under the Lease and acknowledge that both parties shall continue to be bound by such rights and obligations. All other terms and conditions of the Lease that are not expressly modified by and are not inconsistent with the terms of this Amendment are hereby ratified and affirmed, and the same shall remain in full force and effect. In the event of a conflict between any term or provision of the Lease and this Amendment, the terms and provisions of this Amendment shall control. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Amendment to be executed by each party's duly authorized representative.

**LANDLORD:**

Conejo Recreation and Park District

By: [Signature]  
Name: JIM FRIEDL  
Title: GENERAL MANAGER  
Date: 2/13/23

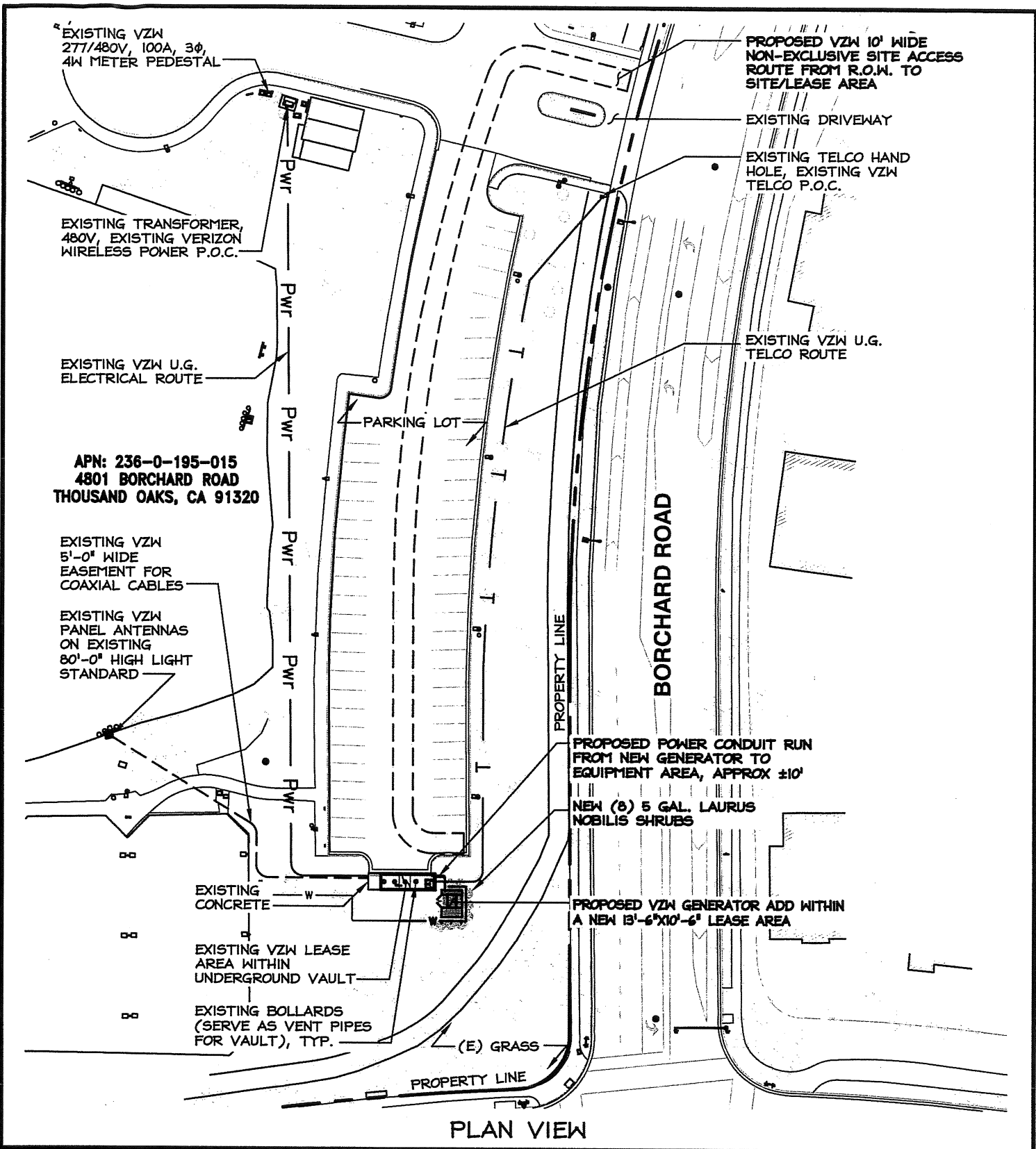
**TENANT:**

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

By: AirTouch Cellular Inc., its General Partner

By: [Signature]  
Name: Michelle Brown  
Title: Sr. manager Real Estate  
Date: 1/18/2023

**Exhibit 1-A**  
**See attached.**



OPTION 1

LEASE EXHIBIT

VIENTOS

**verizon**<sup>v</sup>

2785 MITCHELL DRIVE, SUITE 9  
WALNUT CREEK, CA 94598



**SEQUOIA**

DEPLOYMENT SERVICES, INC.

1 SPECTRUM POINTE DRIVE, SUITE 130  
LAKE FOREST, CA 92630-2283



**ALLSTATES**  
ENGINEERING & SURVEYING

23675 BIRTCHER DRIVE  
LAKE FOREST, CA 92630

## FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT

This First Amendment to Option and Lease Agreement (the "**Amendment**") is made this 22<sup>nd</sup> day of December 2009, by and between the Conejo Recreation and Park District, a public entity ("**Landlord**") and Los Angeles SMSA Limited Partnership, a California limited partnership d/b/a Verizon Wireless ("**Tenant**") with reference to the facts set forth in the Recitals below:

### RECITALS

A. Landlord is the owner of that certain real property located at 4801 Borchard Road, Newbury Park, California 91320 ("**Property**").

B. Landlord and Tenant are parties to that certain Option and Lease Agreement dated September 17, 2009 (the "**Lease**"), pursuant to which Landlord granted Tenant an option to lease ground space at the Property for the operation of a communications facility, together with the right of access to and from the nearest public right-of-way and the right to install utilities (collectively, the "**Premises**").

C. Landlord and Tenant have agreed to change the location of the Premises in connection with constructing Tenant's facility as provided herein.

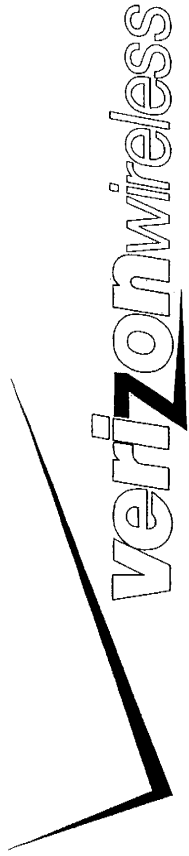
### AGREEMENT

NOW, THEREFORE, in consideration of the facts contained in the Recitals above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Exhibits.** Exhibit 1 attached to the Lease is hereby deleted in its entirety and replaced by the Revised Exhibit 1 attached to this Amendment. Landlord hereby consents to the alterations, additions and improvements to the Property and the Premises that are described and depicted on the attached Revised Exhibit 1. Landlord and Tenant agree that Tenant may add, replace and/or relocate its equipment and improvements on the Property, as well as install any and all conduits, cables, equipment, radios and hardware necessary for the improvements described and depicted on the Revised Exhibit 1.

2. **Premises.** Paragraph 1(a) is hereby deleted in its entirety and replaced with the following:

"Landlord grants to Tenant an option (the "Option") to lease a certain portion of the Property consisting of an underground communications equipment vault and 80' pole with antennas. The lease area is approximately two hundred sixteen (216) square feet as described on the attached Exhibit 1 for Tenant's underground vault and ground space sufficient for Tenant's pole, together with unrestricted access for Tenant's



**SITE NAME**  
**VIENTOS**

**4801 BORCHARD ROAD**  
**NEWBURY PARK, CA 91320**

**Verizon Wireless**  
15505 SAND CANYON AVE  
BUILDING 0 1ST FLOOR  
IRVINE, CA 92614  
PHONE: (949) 286-1000

**DELTA GROUPS ENGINEERING, INC.**  
CONSULTING ENGINEERS  
2180 MCGRAW AVE  
IRVINE, CA 92614  
TEL: 949-622-0333  
FAX: 949-622-0331

DCE JOB # 107440188  
SITE NAME

**VIENTOS**  
SITE ADDRESS

**4801 BORCHARD ROAD**  
**NEWBURY PARK, CA 91320**

NO.	DATE	DESCRIPTION
1	08/18/09	BOX 2D FOR RENEW
2	08/26/09	100X 2D
3	02/02/09	100X 2D
4	10/15/08	100X 2D

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DRAWN BY: HN  
CHECKED BY: FO

SPACE RESERVED FOR PROFESSIONAL SEALS

SHEET TITLE  
**TITLE SHEET**

SHEET NUMBER  
**T-1**

SHEET DESCRIPTION	REV.
T-1 TITLE SHEET	D
C-1 TOPOGRAPHIC SURVEY	D
C-2 TOPOGRAPHIC SURVEY	D
Z-1 OVERALL SITE PLAN	D
Z-2 ENHANCED SITE PLAN, EQUIPMENT AREA PLAN & ANTENNA LAYOUT	D
Z-3 ELEVATIONS	D
Z-4 ELEVATIONS	D
Z-5 UNDERGROUND VALT	D

SHEET INDEX	ISSUED FOR:
	ZONING

PRIOR TO CONSTRUCTION, PERSON IS REQUIRED TO OBTAIN AN ENCROACHMENT PERMIT FROM CPD & A CERTIFICATE OF COMPLETION PRIOR TO THE CITY'S FINAL RELEASE OF THE PROJECT.

**DO NOT SCALE DRAWINGS**

CONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND IMMEDIATELY NOTIFY THE ARCHITECT IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

NOTES: (P) = PROPOSED (E) = EXISTING

**GENERAL CONTRACTOR NOTES**

**CODE COMPLIANCE**

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THIS DRAWING SHALL BE CONSIDERED TO PERMIT WORK NOT CONFORMING TO THE LOCAL CODES.

- CALIFORNIA ADMINISTRATIVE CODE
- CALIFORNIA PLUMBING CODE 2007
- CALIFORNIA ELECTRICAL CODE 2007
- CALIFORNIA MECHANICAL CODE 2007
- CALIFORNIA FIRE SAFETY
- CALIFORNIA BUILDING CODE
- CITY/COUNTY ORDINANCES
- INTERNATIONAL RESIDENTIAL PLAN DEVELOPMENT
- CALIFORNIA MECHANICAL CODE 2007 TO STANDARD 2007

**ARCHITECTURAL:**  
DELTA GROUPS ENGINEERING, INC.  
CONTACT: WILLIAM DESMOND  
PHONE: (949) 622-0333  
FAX: (949) 622-0331

**STRUCTURAL:**  
DELTA GROUPS ENGINEERING, INC.  
CONTACT: RYAN YOUNG  
PHONE: (949) 622-0333  
FAX: (949) 622-0331

**ELECTRICAL:**  
DELTA GROUPS ENGINEERING, INC.  
CONTACT: WILLIAM DESMOND  
PHONE: (949) 622-0333  
FAX: (949) 622-0331

**ZONING:**  
DELTA GROUPS ENGINEERING, INC.  
CONTACT: RYAN YOUNG  
PHONE: (949) 622-0333  
FAX: (949) 622-0331

**SITE ACQUISITION:**  
DELTA GROUPS ENGINEERING, INC.  
CONTACT: RYAN YOUNG  
PHONE: (949) 622-0333  
FAX: (949) 622-0331

**LIGHTING:**  
DELTA GROUPS ENGINEERING, INC.  
CONTACT: WILLIAM DESMOND  
PHONE: (949) 622-0333  
FAX: (949) 622-0331

**VEGETATION:**  
DELTA GROUPS ENGINEERING, INC.  
CONTACT: RYAN YOUNG  
PHONE: (949) 622-0333  
FAX: (949) 622-0331

**SURVEYOR:**  
BERT HAZE, INC.  
3188 ARWAY AVENUE, SUITE K1  
COSTA MESA, CA 92626  
PHONE: (714) 557-1558  
FAX: (714) 557-1558

**PROJECT TEAM**

**PROJECT DESCRIPTION**

THIS IS AN UNMANNED TELECOMMUNICATIONS FACILITY FOR THE VERIZON WIRELESS COMMUNICATIONS NETWORK.

THIS PROJECT CONSISTS OF ANTENNAS & ASSOCIATED EQUIPMENT, A TOTAL OF 8 PANEL ANTENNAS ON 3 ARRAYS AND 30 GPS ANTENNAS MOUNTED ON A NEW LIGHT STANDARD AND 30 GPS ANTENNAS MOUNTED ON AN EXISTING LIGHT STANDARD PROPOSED AT THIS SITE. ADDITIONALLY, (4) INTERNALLY ILLUMINATED BOLLARDS WILL BE PROVIDED AT THE END OF THE WALKWAY TO PROVIDE VISUAL CUES TO BE AWARE OF THE PUBLIC SAFETY AND PROVIDE VENTILATION FOR THE UNDERGROUND VALT.

**APPLICANT/LESSEE**  
VERIZON WIRELESS  
19200 VERIZON WAY  
IRVINE, CA 92618  
PHONE: (949) 286-7000

**PROPERTY INFORMATION**

PROPERTY OWNER: CONLEO RECREATION & PARK DISTRICT  
CONTACT PERSON: BILL PALERMO  
ADDRESS: 403 WEST HILLCREST DR.  
THOUSAND OAKS, CA 91350  
PHONE: (805) 492-8471

PROPERTY OWNER: CONLEO RECREATION & PARK DISTRICT  
CONTACT PERSON: BILL PALERMO  
ADDRESS: 403 WEST HILLCREST DR.  
THOUSAND OAKS, CA 91350  
PHONE: (805) 492-8471

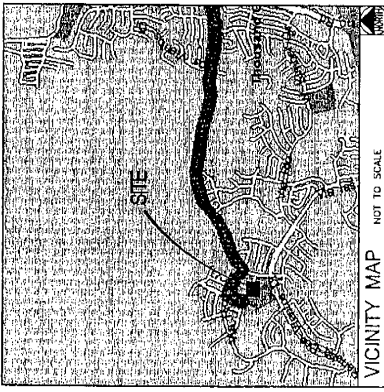
PROPERTY INFORMATION

PROPERTY OWNER: CONLEO RECREATION & PARK DISTRICT  
CONTACT PERSON: BILL PALERMO  
ADDRESS: 403 WEST HILLCREST DR.  
THOUSAND OAKS, CA 91350  
PHONE: (805) 492-8471

PROPERTY INFORMATION

PROPERTY OWNER: CONLEO RECREATION & PARK DISTRICT  
CONTACT PERSON: BILL PALERMO  
ADDRESS: 403 WEST HILLCREST DR.  
THOUSAND OAKS, CA 91350  
PHONE: (805) 492-8471

**PROJECT SUMMARY**



**VICINITY MAP**  
NOT TO SCALE

**DRIVING DIRECTIONS**

FROM VERIZON WIRELESS AT IRVINE OFFICE:  
TAKE SAND CANYON AVENUE SOUTHWEST TOWARDS WATERWORKS WAY. MERGE ONTO I-405 NORTH. MERGE ONTO US -101 NORTH TOWARD VENTURA. EXIT AT BORCHARD ROAD (RAMP 2). TURN RIGHT ONTO RANCHO CONEJO BLVD. TURN RIGHT ONTO BORCHARD ROAD. TURN LEFT ONTO VIA PEA. SITE IS AT DOS VIENTOS COMMUNITY PARK.

**Verizon Wireless**  
 15005 SAND CANYON AVE.  
 BUILDING 10, 1ST FLOOR  
 COSTA MESA, CALIFORNIA 92626  
 PHONE (949) 269-7200

**BERRY HAZES**  
 A D ASSOCIATES, INC.  
 LAND SURVEYING & MAPPING  
 3188 ARWAY AVENUE, SUITE K1  
 COSTA MESA, CALIFORNIA 92626  
 PHONE (949) 269-7200  
 FAX (949) 269-7200

DWG. JOB # 10740101A  
 SHEET TITLE

**VIENTOS B**  
 SITE ADDRESS

4801 BOROCARD ROAD  
 NEWBURY PARK, CA 91320

NO.	DATE	DESCRIPTION
1	08/13/08	ISSUED FOR REVIEW (08)
2	08/19/08	ADDED TITLE INFO. (08)
3	08/24/08	UPD. PER ARCH. (08)
4	11/19/08	REV. LOC. PER ARCH. (08)
5	02/03/09	ADDED PROP. LEASE AREA (A)
6	10/19/09	REV. PROP. LEASE AREA (09)

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DRAWN BY: OB  
 CHECKED BY: CHW

SPACE RESERVED FOR PROFESSIONAL SEALS



SHEET TITLE  
 TOPOGRAPHIC SURVEY  
 SHEET NUMBER  
 C-1

COORDINATES: 4

DATE: 3/10/2008  
 LATITUDE: 34.072022° N  
 LONGITUDE: 118.656817° W  
 NAD 83 GEODETIC COORDINATES WERE ESTABLISHED USING SURVEY CONTROL POINTS AND ADJUSTED TO THE NAD 83 DATUM USING THE NAD 83 TRANSFORMATION.

THE CONTROLS OF THIS SURVEY WERE ESTABLISHED USING THE SURVEY CONTROL POINTS AND ADJUSTED TO THE NAD 83 DATUM USING THE NAD 83 TRANSFORMATION.

APN: 230-0-228-010  
 AREA: 2.40 ACRES PER YUTIANA COUNTY ASSESSOR

BENCH MARK: U.S.G.S. BENCH MARK "M 862"

UNITED STATES GEOLOGICAL SURVEY BENCH MARK "M 862" AS SHOWN ON THE "REMBERT PARK" 7.5 MINUTE QUADRANGLE, ELEVATION: 964.9 FEET (MGS) (NAD83)

TITLE REPORT IDENTIFICATION:  
 FRUITFUL MODERN TITLE COMPANY PRELIMINARY TITLE REPORT NO. 08-72511818-184, DATED: APRIL 30, 2008.

LEGAL DESCRIPTION:  
 LOT 187 OF TRACT NO. 4883-1, RECORDED IN BOOK 124, PAGES 3 THROUGH 24, INCLUSIVE OF MCDONALD'S RESTAURANT, PART OF THE COUNTY RECORDS OF YUTIANA COUNTY CALIFORNIA.

DATE OF SURVEY:  
 JUNE 8, 2008

EASEMENT NOTES:  
 EASEMENTS SHOWN HEREON ARE PER PUBLIC UTILITIES COMPANY PRELIMINARY TITLE REPORT NO. 08-72511818-184, DATED: APRIL 30, 2008.

1. AN EASEMENT FOR WATER MAIN, PER SAG TRACT.  
 2. AN EASEMENT FOR STORM DRAINAGE PER SAG TRACT.  
 3. EASEMENTS TO SOUTHERN CALIFORNIA Edison COMPANY, A PUBLIC UTILITY COMPANY, FOR THE CONVEYANCE OF ELECTRICITY AND COMMUNICATIONS SERVICES, RECORDED UNDER INSTRUMENT NO. 1999-001129-001, OF OFFICIAL RECORDS.

4. EASEMENTS TO CALIFORNIA-AMERICAN WATER COMPANY FOR THE CONVEYANCE OF WATER, RECORDED UNDER INSTRUMENT NO. 2001-014475-001, OF OFFICIAL RECORDS.  
 5. EASEMENTS TO SOUTHERN CALIFORNIA Edison COMPANY FOR THE CONVEYANCE OF ELECTRICITY AND COMMUNICATIONS SERVICES, RECORDED UNDER INSTRUMENT NO. 2000-1133-0001-01, OF OFFICIAL RECORDS.

6. DOWNSHOTS FROM PLATTED HEREON.

SCALE: 1" = 100'

USE	APN	TRACT	LOT
A1	230-0-228-010	187	187
A2	230-0-228-010	188	188
A3	230-0-228-010	189	189
A4	230-0-228-010	190	190
A5	230-0-228-010	191	191
A6	230-0-228-010	192	192
A7	230-0-228-010	193	193
A8	230-0-228-010	194	194
A9	230-0-228-010	195	195
A10	230-0-228-010	196	196

USE	APN	TRACT	LOT
B1	230-0-228-010	197	197
B2	230-0-228-010	198	198
B3	230-0-228-010	199	199
B4	230-0-228-010	200	200
B5	230-0-228-010	201	201
B6	230-0-228-010	202	202
B7	230-0-228-010	203	203
B8	230-0-228-010	204	204
B9	230-0-228-010	205	205
B10	230-0-228-010	206	206

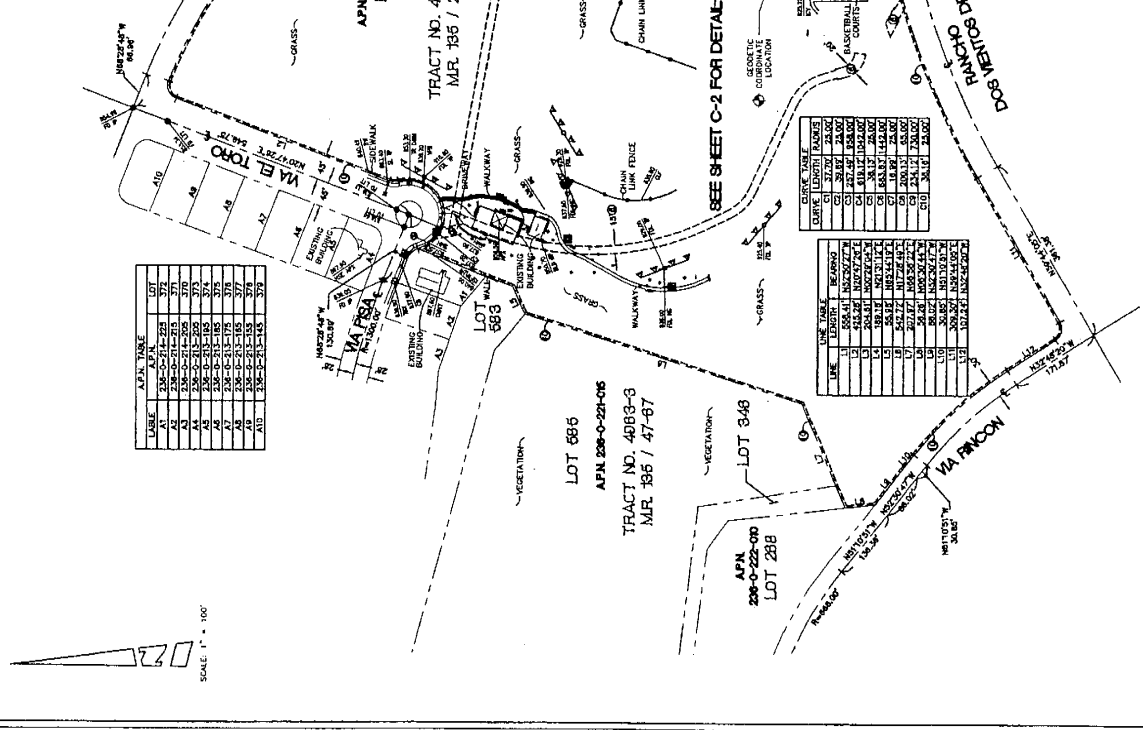
USE	APN	TRACT	LOT
C1	230-0-228-010	207	207
C2	230-0-228-010	208	208
C3	230-0-228-010	209	209
C4	230-0-228-010	210	210
C5	230-0-228-010	211	211
C6	230-0-228-010	212	212
C7	230-0-228-010	213	213
C8	230-0-228-010	214	214
C9	230-0-228-010	215	215
C10	230-0-228-010	216	216

USE	APN	TRACT	LOT
D1	230-0-228-010	217	217
D2	230-0-228-010	218	218
D3	230-0-228-010	219	219
D4	230-0-228-010	220	220
D5	230-0-228-010	221	221
D6	230-0-228-010	222	222
D7	230-0-228-010	223	223
D8	230-0-228-010	224	224
D9	230-0-228-010	225	225
D10	230-0-228-010	226	226

USE	APN	TRACT	LOT
E1	230-0-228-010	227	227
E2	230-0-228-010	228	228
E3	230-0-228-010	229	229
E4	230-0-228-010	230	230
E5	230-0-228-010	231	231
E6	230-0-228-010	232	232
E7	230-0-228-010	233	233
E8	230-0-228-010	234	234
E9	230-0-228-010	235	235
E10	230-0-228-010	236	236

USE	APN	TRACT	LOT
F1	230-0-228-010	237	237
F2	230-0-228-010	238	238
F3	230-0-228-010	239	239
F4	230-0-228-010	240	240
F5	230-0-228-010	241	241
F6	230-0-228-010	242	242
F7	230-0-228-010	243	243
F8	230-0-228-010	244	244
F9	230-0-228-010	245	245
F10	230-0-228-010	246	246

USE	APN	TRACT	LOT
G1	230-0-228-010	247	247
G2	230-0-228-010	248	248
G3	230-0-228-010	249	249
G4	230-0-228-010	250	250
G5	230-0-228-010	251	251
G6	230-0-228-010	252	252
G7	230-0-228-010	253	253
G8	230-0-228-010	254	254
G9	230-0-228-010	255	255
G10	230-0-228-010	256	256



SEE SHEET C-2 FOR SITE DETAILS

TOPOGRAPHIC SURVEY

SCALE: 1" = 100'

TOPOGRAPHIC SURVEY

TOPOGRAPHIC SURVEY

TOPOGRAPHIC SURVEY







**Verizon Wireless**  
 15505 SAND CANYON AVE.  
 BUILDING 0, 1ST FLOOR  
 IRVINE, CA 92614  
 PHONE (949) 285-7000

**DELTA GROUPS  
 ENGINEERING, INC.**  
 CONSULTING ENGINEERS  
 2362 MCGAW AVE.  
 IRVINE, CA 92614  
 PHONE (949) 285-7000  
 FAX: 949-417-2853

DGE JOB # 107VW0188  
 SITE NAME

**VIENTOS**  
 SITE ADDRESS

4801 BORCHARD ROAD  
 NEWBURY PARK, CA 91320

NO.	DATE	DESCRIPTION
1	05/15/08	80X ZD FOR REVIEW
2	05/26/08	100X ZD
3	02/02/09	100X ZD
4	10/15/09	100X ZD

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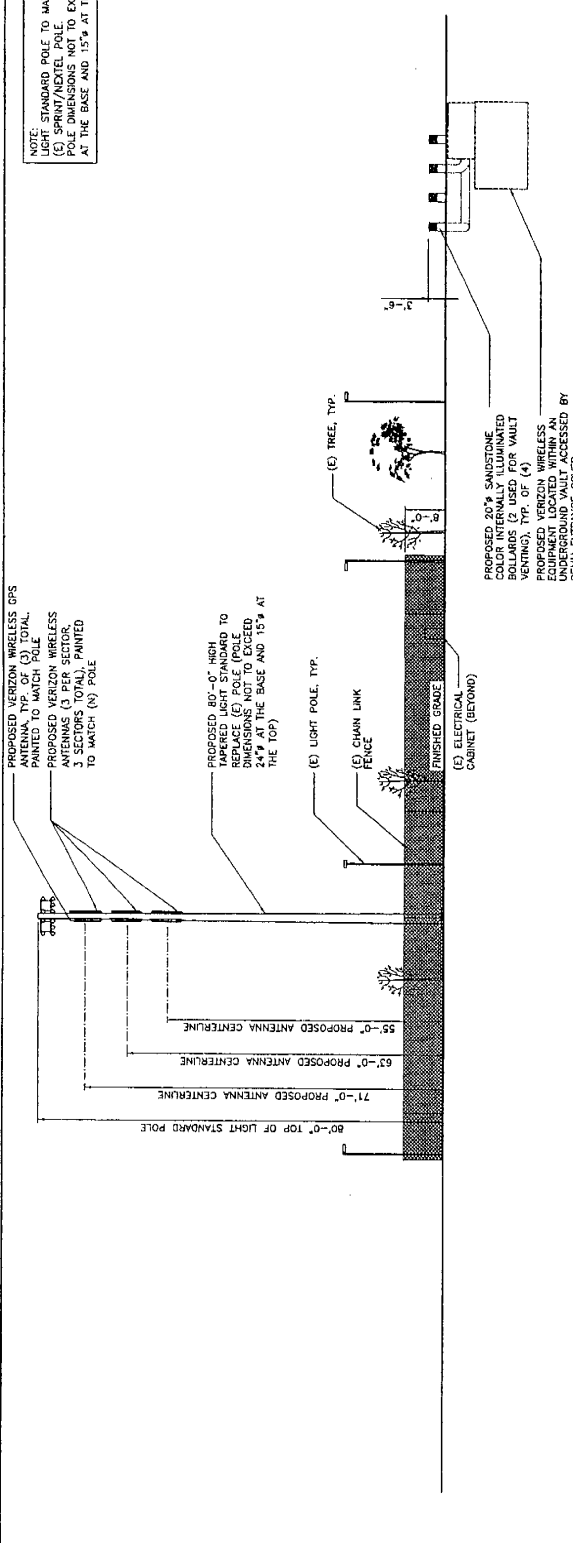
DRAWN BY: HN  
 CHECKED BY: FO

SPACE RESERVED FOR PROFESSIONAL SEALS

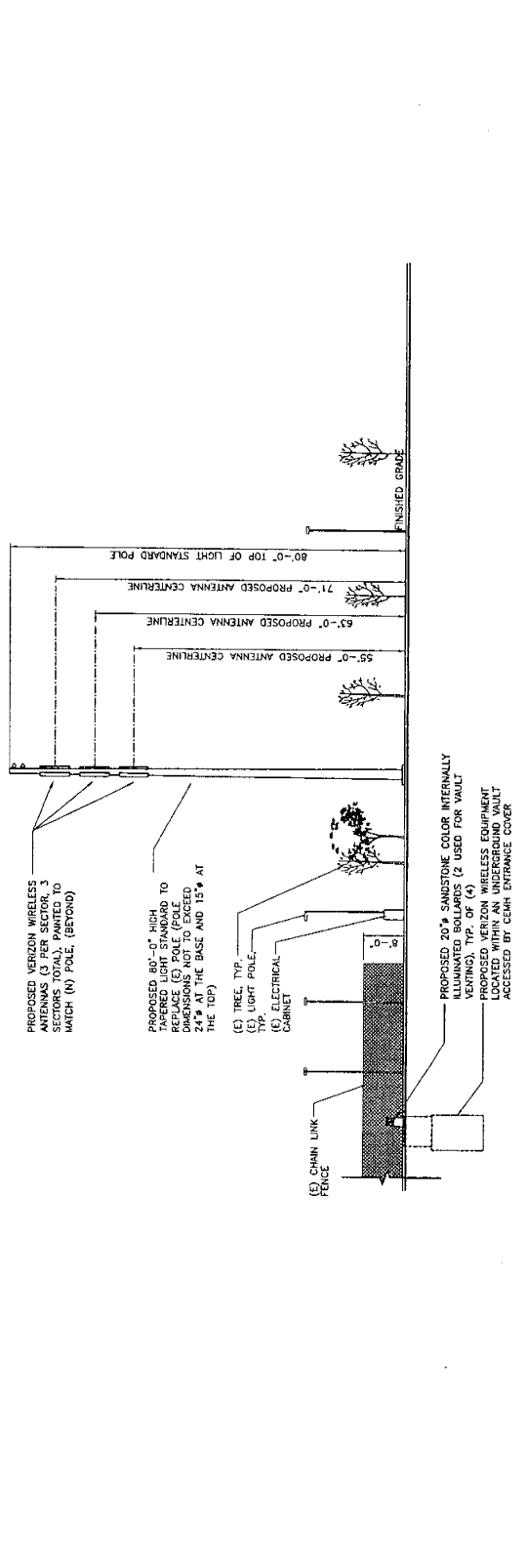
SHEET TITLE  
**ELEVATIONS**

SHEET NUMBER  
**Z-3**

NOTE: STANDARD POLE TO MATCH THE (E) SPRINK/NEXTEL POLE. POLE DIMENSIONS NOT TO EXCEED 24" AT THE BASE AND 15" AT THE TOP.



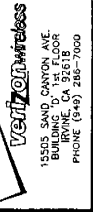
**SOUTH ELEVATION**



**EAST ELEVATION**

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

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



**DELTA GROUPS  
ENGINEERING, INC.**  
CONSULTING ENGINEERS  
2382 MCGAW AVE  
IRVINE, CA 92614  
TEL: 949-827-0333  
FAX: 949-827-8883

DCE JOB # 107440188  
SITE NAME

**VIENTOS**

SITE ADDRESS  
**4801 BORCHARD ROAD  
NEWBURY PARK, CA 91320**

NO.	DATE	DESCRIPTION
1	05/16/09	80% ZD FOR REVIEW
2	05/26/09	100% ZD
3	02/02/09	100% ZD
4	10/15/09	100% ZD

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CHECKED BY: FO

SPACE RESERVED FOR PROFESSIONAL SEAL

SHEET TITLE

**ELEVATIONS**

SHEET NUMBER

**Z-4**

NOTE: STANDARD POLE TO MATCH THE LOW SPRAY/ASBESTOS POLE DIMENSIONS NOT TO EXCEED 24" AT THE BASE AND 15" AT THE TOP.

PROPOSED VERIZON WIRELESS OPS ANTENNA TYP. (N) POLE PAINTED TO MATCH (N) POLE

PROPOSED VERIZON WIRELESS OPS ANTENNA TYP. (N) POLE PAINTED TO MATCH (N) POLE

PROPOSED 80'-0" HIGH TAPERED LIGHT STANDARD TO REPLACE (E) POLE (POLE DIMENSIONS NOT TO EXCEED 24" AT THE BASE AND 15" AT THE TOP)

(E) TREE, TYP.

(E) CHAIN LINK FENCE

(E) ELECTRICAL CABINET

PROPOSED 20" SANDSTONE COLOR INTERNALLY ILLUMINATED BOLLARD (2) USED FOR VAULT VENTING, TYP. OF (4)

PROPOSED VERIZON WIRELESS EQUIPMENT LOCATED WITHIN AN UNDERGROUND VAULT ACCESSIBLE BY GEMP ENTRANCE COVER, (SECOND)

(E) LIGHT POLE, TYP.

FINISHED GRADE

80'-0" TOP OF LIGHT STANDARD POLE

71'-0" PROPOSED ANTENNA CENTERLINE

63'-0" PROPOSED ANTENNA CENTERLINE

55'-0" PROPOSED ANTENNA CENTERLINE

**WEST ELEVATION**



PROPOSED VERIZON WIRELESS OPS ANTENNA TYP. (N) POLE PAINTED TO MATCH (N) POLE

PROPOSED 80'-0" HIGH TAPERED LIGHT STANDARD TO REPLACE (E) POLE (POLE DIMENSIONS NOT TO EXCEED 24" AT THE BASE AND 15" AT THE TOP)

(E) LIGHT POLE, TYP.

(E) TREE, TYP.

(E) CHAIN LINK FENCE

(E) ELECTRICAL CABINET

PROPOSED 20" SANDSTONE COLOR INTERNALLY ILLUMINATED BOLLARD (2) USED FOR VAULT VENTING, TYP. OF (4)

PROPOSED VERIZON WIRELESS EQUIPMENT LOCATED WITHIN AN UNDERGROUND VAULT ACCESSIBLE BY GEMP ENTRANCE COVER

FINISHED GRADE

90'-0" TOP OF LIGHT STANDARD POLE

71'-0" PROPOSED ANTENNA CENTERLINE

63'-0" PROPOSED ANTENNA CENTERLINE

55'-0" PROPOSED ANTENNA CENTERLINE

(E) LIGHT POLE, TYP.

(E) TREE, TYP.

(E) CHAIN LINK FENCE

(E) ELECTRICAL CABINET

PROPOSED 20" SANDSTONE COLOR INTERNALLY ILLUMINATED BOLLARD (2) USED FOR VAULT VENTING, TYP. OF (4)

PROPOSED VERIZON WIRELESS EQUIPMENT LOCATED WITHIN AN UNDERGROUND VAULT ACCESSIBLE BY GEMP ENTRANCE COVER

FINISHED GRADE

90'-0" TOP OF LIGHT STANDARD POLE

71'-0" PROPOSED ANTENNA CENTERLINE

63'-0" PROPOSED ANTENNA CENTERLINE

55'-0" PROPOSED ANTENNA CENTERLINE

(E) LIGHT POLE, TYP.

(E) TREE, TYP.

(E) CHAIN LINK FENCE

(E) ELECTRICAL CABINET

PROPOSED 20" SANDSTONE COLOR INTERNALLY ILLUMINATED BOLLARD (2) USED FOR VAULT VENTING, TYP. OF (4)

PROPOSED VERIZON WIRELESS EQUIPMENT LOCATED WITHIN AN UNDERGROUND VAULT ACCESSIBLE BY GEMP ENTRANCE COVER

**NORTH ELEVATION**



**Verizon Wireless**  
 15505 SAND CANYON AVE  
 BUILDING D, 1ST FLOOR  
 IRVINE, CA 92618  
 PHONE (949) 252-1600

**DELTA GROUPS  
 ENGINEERING INC.**  
 CONSULTING ENGINEERS  
 2362 MAGOW AVE  
 IRVINE, CA 92614  
 TEL: 949-627-0333  
 FAX: 949-447-2683

DGE JOB # 107440188  
 SITE NAME

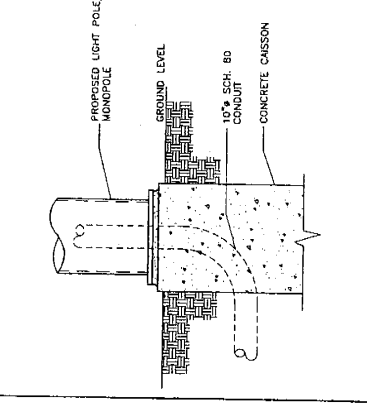
**VIENTOS**  
 SITE ADDRESS  
 4801 BORCHARD ROAD  
 NEWBURY PARK, CA 91320

NO.	DATE	DESCRIPTION
1	08/16/08	ISSUE FOR REVIEW
2	08/26/08	ISSUE FOR REVIEW
3	02/02/09	ISSUE FOR REVIEW
4	10/15/09	ISSUE FOR REVIEW

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DRAWN BY: HN  
 CHECKED BY: FO  
 SPACE RESERVED FOR PROFESSIONAL SEALS

SHEET TITLE  
**UNDERGROUND VAULT**  
 SHEET NUMBER  
**Z-5**



**CAISSON WITH CONDUIT**

NO.	DATE	DESCRIPTION
1	08/16/08	ISSUE FOR REVIEW
2	08/26/08	ISSUE FOR REVIEW
3	02/02/09	ISSUE FOR REVIEW
4	10/15/09	ISSUE FOR REVIEW

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DRAWN BY: HN  
 CHECKED BY: FO  
 SPACE RESERVED FOR PROFESSIONAL SEALS

SHEET TITLE  
**UNDERGROUND VAULT**  
 SHEET NUMBER  
**Z-5**



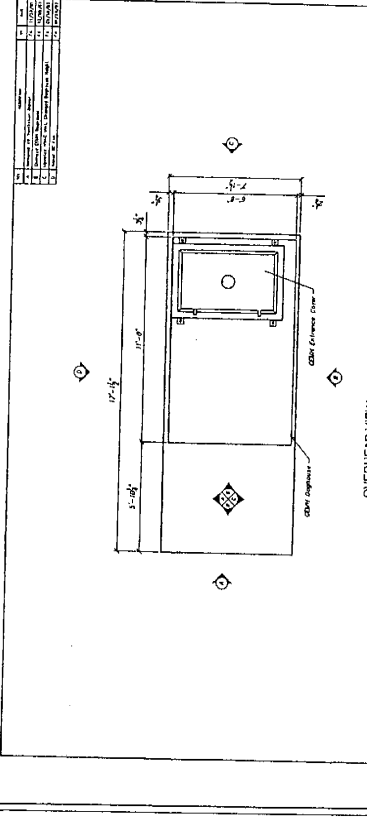
**OVERHEAD VIEW**

NO.	DATE	DESCRIPTION
1	08/16/08	ISSUE FOR REVIEW
2	08/26/08	ISSUE FOR REVIEW
3	02/02/09	ISSUE FOR REVIEW
4	10/15/09	ISSUE FOR REVIEW

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DRAWN BY: HN  
 CHECKED BY: FO  
 SPACE RESERVED FOR PROFESSIONAL SEALS

SHEET TITLE  
**UNDERGROUND VAULT**  
 SHEET NUMBER  
**Z-5**



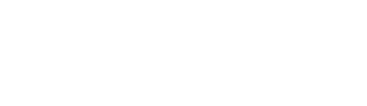
**INTERIOR ELEVATION 'A'**

NO.	DATE	DESCRIPTION
1	08/16/08	ISSUE FOR REVIEW
2	08/26/08	ISSUE FOR REVIEW
3	02/02/09	ISSUE FOR REVIEW
4	10/15/09	ISSUE FOR REVIEW

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 CHECKED BY: FO  
 SPACE RESERVED FOR PROFESSIONAL SEALS

SHEET TITLE  
**UNDERGROUND VAULT**  
 SHEET NUMBER  
**Z-5**



**INTERIOR ELEVATION 'B'**

NO.	DATE	DESCRIPTION
1	08/16/08	ISSUE FOR REVIEW
2	08/26/08	ISSUE FOR REVIEW
3	02/02/09	ISSUE FOR REVIEW
4	10/15/09	ISSUE FOR REVIEW

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DRAWN BY: HN  
 CHECKED BY: FO  
 SPACE RESERVED FOR PROFESSIONAL SEALS

SHEET TITLE  
**UNDERGROUND VAULT**  
 SHEET NUMBER  
**Z-5**



**GROUND BAR DETAIL**

NO.	DATE	DESCRIPTION
1	08/16/08	ISSUE FOR REVIEW
2	08/26/08	ISSUE FOR REVIEW
3	02/02/09	ISSUE FOR REVIEW
4	10/15/09	ISSUE FOR REVIEW

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DRAWN BY: HN  
 CHECKED BY: FO  
 SPACE RESERVED FOR PROFESSIONAL SEALS

SHEET TITLE  
**UNDERGROUND VAULT**  
 SHEET NUMBER  
**Z-5**



**GROUND PLATE DETAIL**

NO.	DATE	DESCRIPTION
1	08/16/08	ISSUE FOR REVIEW
2	08/26/08	ISSUE FOR REVIEW
3	02/02/09	ISSUE FOR REVIEW
4	10/15/09	ISSUE FOR REVIEW

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DRAWN BY: HN  
 CHECKED BY: FO  
 SPACE RESERVED FOR PROFESSIONAL SEALS

SHEET TITLE  
**UNDERGROUND VAULT**  
 SHEET NUMBER  
**Z-5**

## OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by Conejo Recreation and Park District, a public entity having a mailing address of 403 West Hillcrest Drive, Thousand Oaks, CA 91360 (hereinafter referred to as "**Landlord**") and Los Angeles SMSA Limited Partnership, a California limited partnership, d/b/a Verizon Wireless, by AirTouch Cellular, its general partner, having a mailing address of One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey, 07920 (hereinafter referred to as "**Tenant**").

### BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at 4801 Borchard Road, Newbury Park California 91320 (the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

#### 1. OPTION TO LEASE.

(a) Landlord grants to Tenant an option (the "**Option**") to lease a certain portion of the Property consisting of an underground communications equipment vault and 80' pole with antennas. The lease area is approximately three hundred seventy-five (375) square feet as described on attached **Exhibit 1**, together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Property to the Premises as described on the attached **Exhibit 1** (collectively, the "**Premises**").

(b) During the Option period and extension thereof, and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use (defined below), all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Initial Option Term (as defined below), reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims to the extent caused by Tenant's Tests, except as caused by Landlord's negligence or willful misconduct.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of Three Thousand and No/100 Dollars (\$3,000.00) within thirty (30) business days of the Effective Date. The Option will be for an initial term of one (1) year commencing on the Effective Date (the "**Initial Option Term**") and may be renewed by Tenant for an additional one (1) year upon payment of an additional Three Thousand and No/100 Dollars (\$3,000.00) no later than ten (10) days prior to the expiration date of the Initial Option Term. Initial Option Term and renewed term Option fees are flat fees that are not pro-rated.

(d) Tenant is required to commence construction within two (2) years of the Effective Date. If Tenant fails to commence construction within this period, this Agreement expires and the parties will have no further liability to each other. (Documented extenuating circumstances beyond Tenant's control or Landlord requested delay of construction excepted).

**2. PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement, removal and upgrade of its communications equipment, cables, accessories and improvements, including antenna pole with antennas on the Premises (collectively, hereafter, the "**Communication Facility**"), as described in project plans and specifications approved by Landlord and City of Thousand Oaks. Tenant has the right to test, survey and review title on the Property; Tenant further has the right to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Tenant has the right to install and operate transmission cables from the equipment vault to the antennas, electric lines from the main feed to the equipment vault and communication lines from the main entry point to the equipment vault, and upon Landlord approval, not to be unreasonably withheld, conditioned, or delayed, make Property improvements, alterations, upgrades or additions appropriate for Tenant's use ("**Tenant Changes**"). Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, or expand the underground equipment within the Premises at any time during the term of this Agreement. Tenant may not install more than nine (9) antennas unless pre-approved by Landlord and any additional antennas will automatically initiate an increase in monthly rent, the amount of which will be determined by Landlord at the then current market rate. Subject to Landlord's approval, not to be unreasonably withheld, conditioned, or delayed, Tenant will be allowed to make such alterations to the Property in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, and Tenant requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Tenant must obtain written approval from the Landlord to lease the Additional Premises, under the same terms and conditions set forth herein, except that the Rent (defined below) shall increase, in conjunction with the lease of the Additional Premises by a reasonable amount consistent with rental rates then charged for comparable portions of real property being in the same area. If the request is approved by the Landlord, Landlord agrees to take such actions and enter into and deliver to Tenant such documents to effect and memorialize the lease of the Additional Premises to Tenant.

**3. TERM.**

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the Rent Commencement Date defined in Section 4(a) of this Agreement, subject to the provision of Section 1(d) of this Agreement, (also the "**Term Commencement Date**"). The Initial Term will terminate on the fifth (5<sup>th</sup>) annual anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as the "**Extension Term**"), upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-current extension Term.

(c) If Tenant remains in possession of the Premises after the termination or expiration of this Agreement then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, the Extension Term and the Holdover Term are collectively referred to as the Term ("**Term**").

**4. RENT.**

(a) Commencing on the "Rent Commencement Date", Tenant will pay the Landlord a monthly rental payment of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) ("**Rent**"), at the address set forth above, on or before the Rent Commencement Date and the same date of each calendar month thereafter in advance. The "**Rent Commencement Date**" shall be the first day of the month in which notice of the exercise of the option, as set forth above, is effective. However, Landlord and Tenant acknowledge and agree that initial rental payment shall not actually be sent by Tenant until thirty (30) days after the exercise of the Option is effective. If this Agreement is terminated before the end of a month's rent period as described above, Rent shall be prorated as of the date of termination.

(b) Effective as of the date which is one year after the Rent Commencement Date ("**Anniversary Date**"), and upon each subsequent annual Anniversary Date thereafter, the Base Rent specified in Section 4(a) above shall be increased annually by three percent (3%). The rent escalation is compounded on the rent amount from the previous year.

(c) Landlord agrees to provide Tenant a complete and fully executed Internal Revenue Service Form W-9.

**5. APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(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 and to have the Property surveyed by a surveyor of Tenant's choice. In the event Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory, Tenant will have the right to terminate this Agreement upon notice to Landlord.

(c) Prior to any Tenant improvements on the Premises, Tenant is required to obtain an "Encroachment Permit" from the Landlord. Following construction, Tenant must also submit a Conejo Recreation & Park District "Certificate of Completion" to the City of Thousand Oaks as a final release of Tenant's responsibilities.

(d) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if the Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals. In the event Tenant determines, in its sole discretion, due to unacceptable results of any Test results, that the condition of the Premises is unsatisfactory, Tenant will have the right to terminate this Agreement upon notice to Landlord.

**6. TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods have expired;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant upon written notice to Landlord for any reason, at any time prior to commencement of construction by Tenant;

(d) by Tenant upon written notice to Landlord, if the Premises or the Communication Facility are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Communication Facility. Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant for damage or destruction caused by Landlord. If Tenant elects to continue this Agreement, then all Rent shall abate until the Premises and/or Communication Facility are restored to the condition existing immediately prior to such damage or destruction; (Rent abatement does not apply under circumstances of natural disaster or Tenant-caused damage or destruction) or

(e) by Tenant upon ninety (90) days prior written notice to Landlord for any reason.

**7. INSURANCE.** Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of \$2,500,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law. The coverage afforded by Tenant's commercial general liability insurance shall apply to Landlord as an additional insured, but only with respect to Tenant's operations.

**8. INTERFERENCE.**

(a) Where there are existing radio frequency user(s) on the Property, the Landlord will provide Tenant with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the

Property so disclosed by Landlord, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property. Tenant shall meet and confer with Landlord should additional communication facilities be proposed for the Landlord's property adjacent to the Premises to facilitate potential collocation of other communication facilities.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's breach of this Agreement, to elect to enjoin such interference or to terminate this Agreement upon notice to Landlord.

#### **9. INDEMNIFICATION.**

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents, licensees, tenants and/or subtenants or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage (including, fines and penalties attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the property) or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord or its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omissions or willful misconduct in the operations or activities on the Property of Tenant, its employees, agents, licensees, tenants and/or subtenants or independent contractors.

(c) Notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each mutually release each other (and their successors or assigns) from liability and waives any claims that each may have against the other with respect to consequential, incidental or special damages.

#### **10. WARRANTIES.**

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and has the right, power and authority to execute this Agreement; (ii) the Landlord has good and unencumbered title to the Property free and clear of any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will use best efforts to provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

#### **11. ENVIRONMENTAL.**

(a) Landlord represents and warrants that the Property is free of hazardous substances as of the date of this Agreement, and, to the best of Landlord's knowledge, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) the indemnifying party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property and activities conducted by the party thereon, unless the environmental conditions are caused by the other party.

(c) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of government action, intervention or third-party liability, Tenant will have the right, in addition to any other

rights it may have at law or in equity, to terminate the Agreement upon notice to Landlord.

**12. ACCESS.** At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week access to and over the Property, along Landlord specified access routes, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. In the event any public utility is unable to use the access or easement provided to Tenant then the Landlord agrees to grant additional access or an easement either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant. Tenant must provide Landlord at least (72) hours advanced notice prior to any vehicle access, if the vehicle or equipment: (a) has a gross vehicle weight in excess of 10,000 pounds; (b) has skid steering including track driven vehicles or equipment, (c) possesses outriggers or stabilizers, (d) by law needs to be transported by trailer, or (e) is not recognized by the Department of Motor Vehicles to be legally driven or operated across/over public roads or highways. Tenant is responsible for any and all damages caused solely by Tenant's activity on the Property.

**13. REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant, with the exception of Landlord-owned property replaced by Tenant (i.e., light poles or structures used for antenna mounting), will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Replaced light poles will become the property of the Landlord upon termination of this Agreement. Effective upon termination of this Agreement, Tenant grants to Landlord without warranty expressed or implied, any and all of Tenant's right, title and interest in and to the replaced light pole antenna structure. Notwithstanding the foregoing, at the earlier of the expiration or termination of this Agreement, Tenant will return the Premises to the original condition that existed prior to the Tenant's use of the Premises, normal wear and tear excepted. In addition, Tenant will be required to remove from the Premises or the Property, all stored equipment from the vault, and any part of the Communication Facility including foundations, underground utilities/wiring and conduit to a depth of four feet (4') below the surface. Tenant will also be required to remove antennas, radial arms, mounting brackets, wiring, and conduit from the antenna pole or structure upon which the antennas are attached.

**14. MAINTENANCE/UTILITIES.**

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, in good and tenable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant shall repair any damage to the Premises caused by Tenant during construction or routine maintenance and operations, or caused by the negligence or willful misconduct of Tenant. Tenant shall repair the Premises to substantially the condition in which it existed upon the start of construction, reasonable wear and tear and loss by casualty or other causes beyond Tenant's reasonable control excepted. Tenant must commence repairing damages caused by Tenant within three (3) calendar days from the time of notification by the Landlord of such damage. Tenant agrees to cover all costs associated with the repair, including labor and material costs reasonably incurred by the Landlord to repair such damage if neglected by Tenant. With damages

reasonably deemed severe by Landlord, Landlord reserves the right to determine the timeliness of the response in its good faith discretion.

(c) Tenant shall provide man-lift and labor, on an as needed basis, to replace burned out light bulbs on the antenna pole. Landlord will provide materials. The response time for this service is within one (1) week from the time of notification of the failed bulb(s) by Landlord to Tenant.

(d) Tenant shall have the right to obtain separate utility service from any utility company that will provide service to the Premises. In connection therewith, Landlord hereby grants to the local telephone, power and utility companies (as appropriate) non-exclusive rights to locate, construct, install, operate, maintain, repair, replace, alter, extend, and/or remove cables and lines on, over, under and across a portion of Landlord's Property as necessary or desirable therefore. Landlord agrees to sign such documents or easements, at no cost to Tenant or the utility companies, as may be required by said utility companies to provide such service to the Premises. Any easements necessary for such power or other utilities will be at locations reasonably acceptable to Landlord and the servicing utility company.

**15. DEFAULT AND RIGHT TO CURE.**

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity, including the right to cure Tenant's default and to charge the costs of such cure to the Tenant.

(b) The following will be deemed a default by Landlord and a breach of this Agreement. Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant.

**16. ASSIGNMENT/SUBLEASE.** Tenant, with approval and written authorization from Landlord, will have the right to assign this Agreement, or sublease the Premises and its rights herein, in whole or in part. Notwithstanding the foregoing, This Agreement may be sold, assigned or transferred by the Tenant without any approval or consent of the Landlord to the 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. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely

to the assignee for performance under this Agreement and all obligations hereunder. Any sublease that is entered into by the Tenant shall be subject to the provisions of the Lease. 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.

**17. NOTICES.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received. Notices will be addressed to the parties as follows:

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

If to Landlord: Conejo Recreation and Park District  
    403 West Hillcrest Drive  
    Thousand Oaks, CA 91360

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

**18. SEVERABILITY.** If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) business days prior written notice to the other party hereto.

**19. CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Property, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant will not diminish Landlord's recovery. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis. 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.

**20. CASUALTY.** Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight (48) hours of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises

unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis.

**21. WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

**22. MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

(b) **Memorandum/Short Form Lease.** Either party will, at any time upon fifteen (15) business days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease. Either party may record this Memorandum or Short Form of Lease at any time, in its absolute discretion.

(c) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(d) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

(e) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(f) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iii) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (iv) use of the terms "termination" or "expiration" are interchangeable; and (v) reference to a default will take into consideration any applicable notice, grace and cure periods.

(g) **Estoppel.** Each party agrees to furnish to the other such truthful estoppel information as the other may reasonably request.

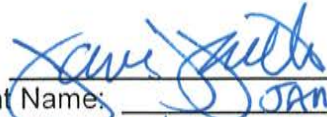
(h) **No Electronic Signature/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LANDLORD"

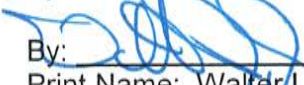
Conejo Recreation and Park District

By:   
Print Name: JAMES T. FRIEDL  
Its: GENERAL MANAGER  
Date: 9/17/09

"TENANT"

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

By: AirTouch Cellular, its General Partner

By:   
Print Name: Walter L. Jones, Jr.  
Its: Area Vice President - Network  
Date: 7/28/09

TENANT ACKNOWLEDGMENT

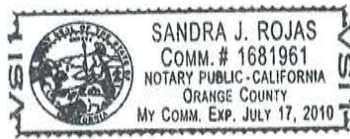
State of California )  
 )  
County of Orange )

On 7/28/09 before me, Sandra J. Rojas, Notary Public, personally appeared Walter L. Jones, Jr., who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Sandra J. Rojas  
Signature of Notary Public



Place Notary Seal Above

LANDLORD ACKNOWLEDGMENT

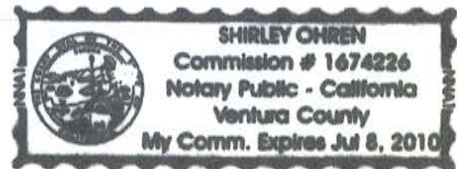
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF Ventura )

On 9/17/09, before me, Shirley Ohren personally appeared James T. Friedl, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Shirley Ohren  
Notary Public: \_\_\_\_\_  
My Commission Expires: 7/10



**EXHIBIT 1**

**DESCRIPTION OF PREMISES**

Page \_\_\_ of \_\_\_

Exhibit 1 to the Agreement dated \_\_\_\_\_, 200\_\_, by and between Conejo Recreation, a public entity, as Landlord, and Los Angeles SMSA Limited Partnership, a California limited partnership, d/b/a Verizon Wireless, by AirTouch Cellular, its general partner, as Tenant.

The premises are described and/or depicted as follows:

**LEGAL DESCRIPTION**

**EXHIBIT "A"**

LOT 187 OF TRACT 4963-1 AS PER MAP RECORDED IN BOOK 135, PAGES 3 THROUGH 26, OF MISCELLANEOUS RECORDS (MAPS) AS FILED IN THE OFFICE OF THE COUNTY RECORDER OF VENTURA COUNTY, CALIFORNIA.

APN: 236-0-195-015

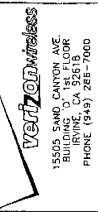
Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
2. any setback of the premises from the Property'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.









15500 SAND CANYON AVE  
 SUITE 200  
 IRVINE, CA 92618-3004  
 PHONE (949) 261-7000



**DELTA GROUPS  
 ENGINEERING, INC.**  
 CONSULTING ENGINEERS  
 11000 WILLOW CREEK  
 IRVINE, CA 92618  
 TEL: 949-522-0333  
 FAX: 949-417-2653

DCE JOB # 107VW01888  
 SITE NAME

**VIENTOS**

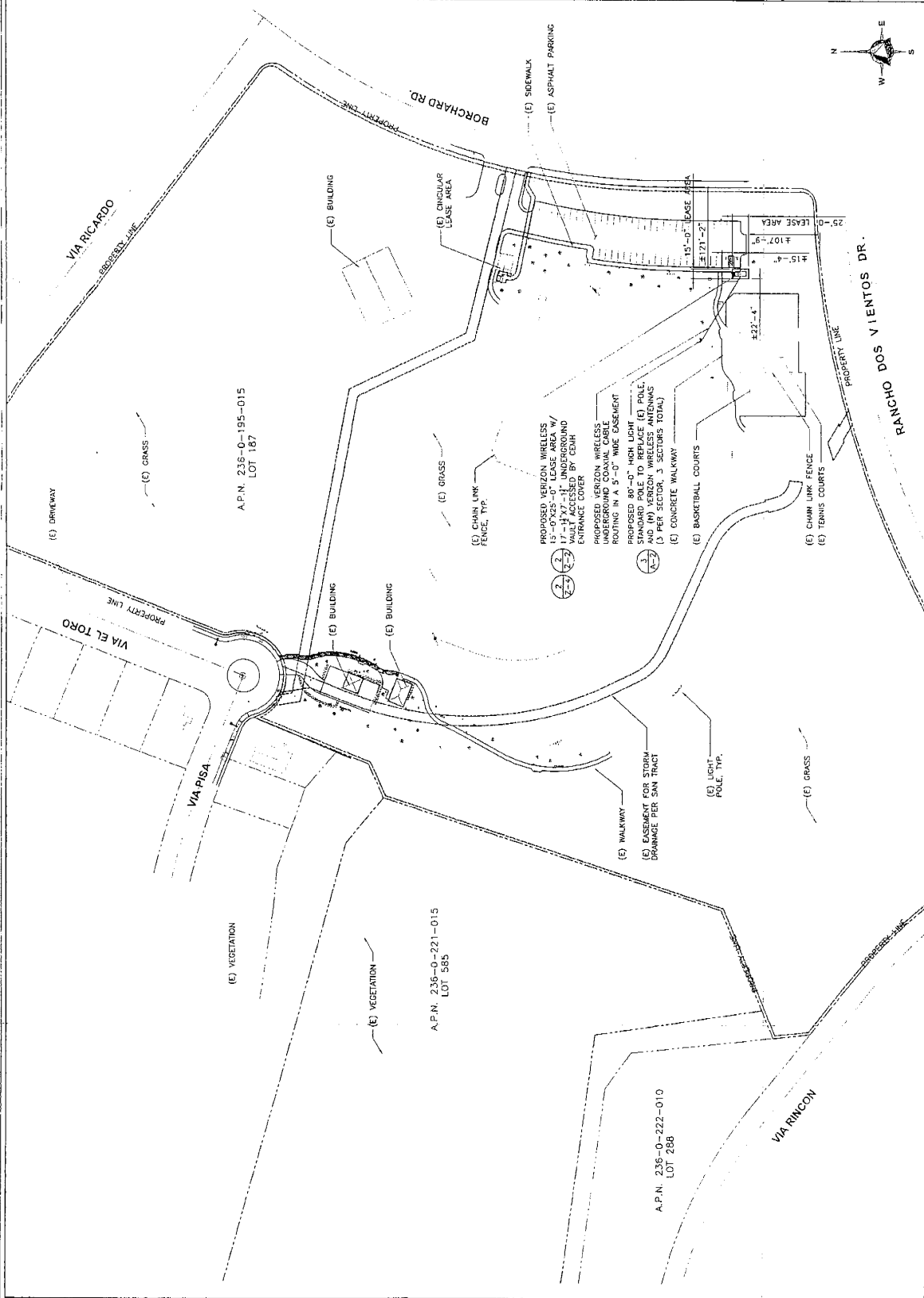
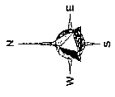
SITE ADDRESS  
 4801 BORCHARD ROAD  
 NEWBURY PARK, CA 91320

NO.	DATE	DESCRIPTION
1	05/16/08	90% 2D FOR REVIEW
2	05/26/08	100% 2D
3	02/02/09	100% 2D

THIS DRAWING IS COPYRIGHTED AND IS THE SOLE PROPERTY OF DELTA GROUPS ENGINEERING, INC. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF THE COMPANY'S CORPORATION.

DRAWN BY: HN  
 CHECKED BY: FO

SPACE RESERVED FOR PROFESSIONAL SEALS



OVERALL SITE PLAN  
 SHEET NUMBER: Z-1  
 SCALE: 1" = 30'-0"





1555 S. GARDEN AVENUE  
IRVINE, CA 92614  
PHONE (949) 281-1000

**DETA GROUPS INC.**  
ENGINEERING  
CONSULTING ENGINEER

27262 VILCOW AVE  
IRVINE, CA 92614  
TEL: 949-822-0333  
FAX: 949-417-2683

DWG JOB # 107440188  
SITE NAME

**VIENTOS**

SITE ADDRESS

4801 BORCHARD ROAD  
NEWBURY PARK, CA 91320

NO.	DATE	DESCRIPTION
1	05/16/06	80% ZD FOR REVIEW
2	05/24/06	100% ZD
3	02/02/09	100% ZD

SCALE: 3/8"=1'-0"

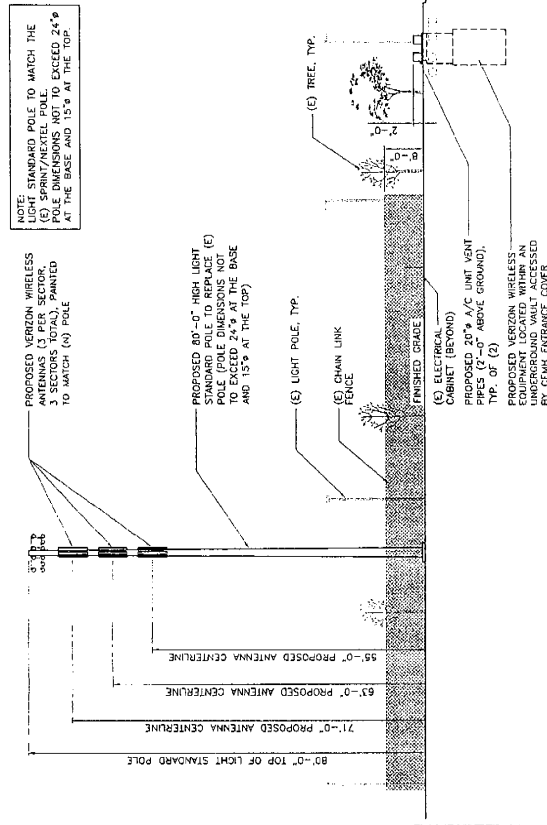
THIS DRAWING IS CONSIDERED VALID AND THE SOLE BASIS FOR CONSTRUCTION UNLESS OTHERWISE SPECIFIED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION CONTAINED HEREIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES.

DATE: 02/02/09

DRAWN BY: HW  
CHECKED BY: FO

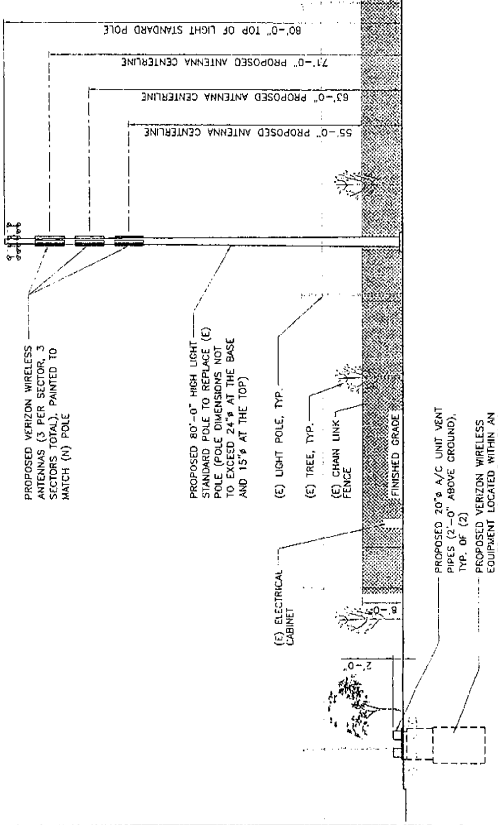
SPACE RESERVED FOR PROFESSIONAL SEAL

ELEVATIONS	
SHEET TITLE	
SHEET NUMBER	Z-3



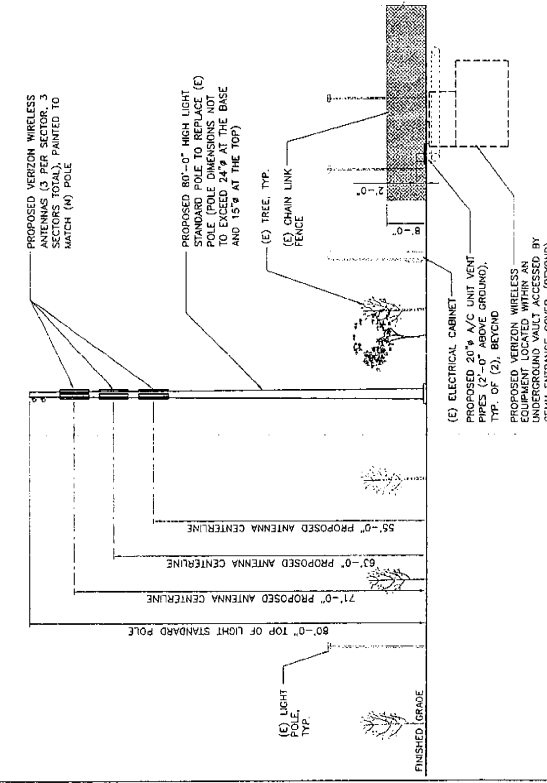
**1 SOUTH ELEVATION**

SCALE: 3/8"=1'-0"



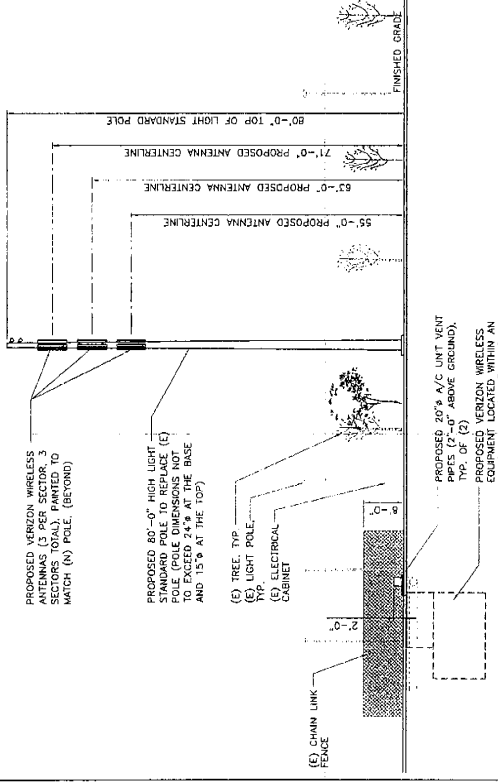
**2 NORTH ELEVATION**

SCALE: 3/8"=1'-0"



**3 WEST ELEVATION**

SCALE: 3/8"=1'-0"



**4 EAST ELEVATION**

SCALE: 3/8"=1'-0"

**Veritas**  
 15800 SAND CANYON AVE.  
 BUREAU PARK  
 IRVINE, CA 92618  
 PHONE (949) 286-7000

**DELTA GROUPS  
 ENGINEERING, INC.**  
 CONSULTING ENGINEERS  
 1092 MAINWAY AVE.  
 COSTA MESA, CA 92626  
 TEL: 949-442-0333  
 FAX: 949-417-2683

DCE JOB # 107VVO18B  
 SITE NAME

**VIENTOS**  
 4801 BORCHARD ROAD  
 NEWBURY PARK, CA 91320

REVISIONS

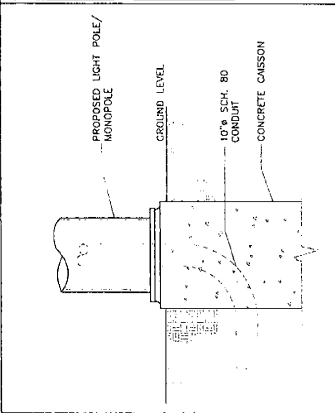
NO.	DATE	DESCRIPTION
1	06/16/09	90% CD FOR REVIEW
2	06/26/09	100% CD
3	07/02/09	100% CD

THIS DRAWING IS CORRECTED AND IS THE SOLE  
 RESPONSIBILITY OF THE ENGINEER. THE USER  
 SHALL BE RESPONSIBLE FOR THE DESIGN AND  
 CONSTRUCTION OF THE WORK SHOWN. CONSULT WITH  
 THE ENGINEER FOR ANY CHANGES TO THE DESIGN.  
 IT IS THE USER'S RESPONSIBILITY TO OBTAIN ALL  
 NECESSARY PERMITS AND APPROVALS FROM THE  
 APPROPRIATE AGENCIES.

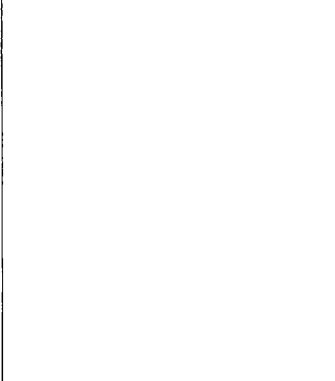
DATE: 06/16/09  
 CHECKED BY: FO  
 DRAWN BY: HN

SPACE RESERVED FOR PROFESSIONAL SEAL

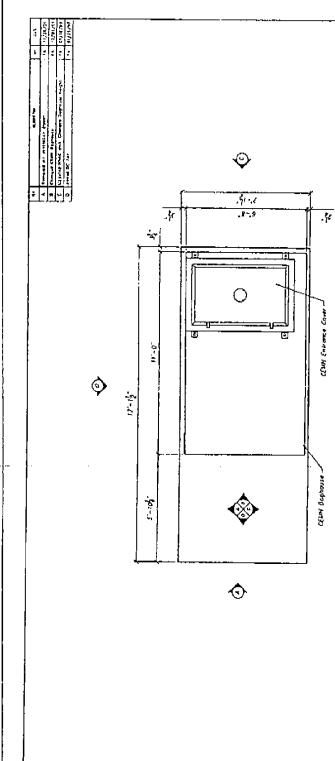
SHEET TITLE: UNDERGROUND VAULT  
 SHEET NUMBER: Z-4



CAISSON WITH CONDUIT  
 SCALE: 1/4" = 1'-0"  
 DATE: 06/16/09

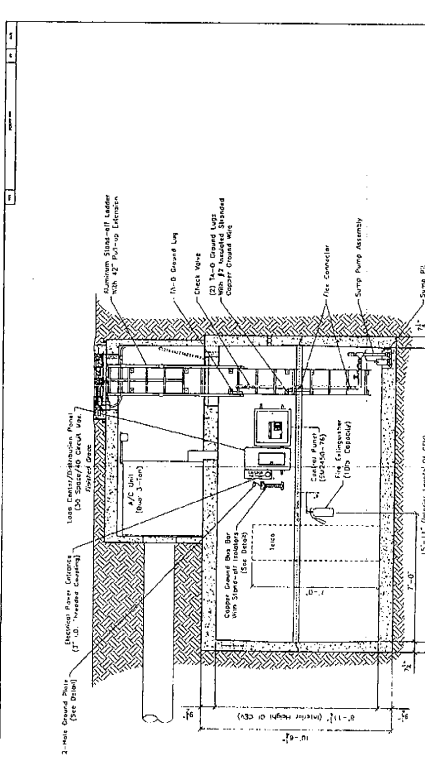


INTERIOR ELEVATION "B"  
 SCALE: 1/4" = 1'-0"  
 DATE: 06/16/09



OVERHEAD VIEW  
 SCALE: 1/4" = 1'-0"  
 DATE: 06/16/09

**Proprietary Drawings**  
 CONSULTING ENGINEERS  
 MODEL E18.9  
 VENTOS  
 4801 BORCHARD ROAD  
 NEWBURY PARK, CA 91320  
 D3500-1



INTERIOR ELEVATION "A"  
 SCALE: 1/4" = 1'-0"  
 DATE: 06/16/09

**Proprietary Drawings**  
 CONSULTING ENGINEERS  
 MODEL E18.9  
 VENTOS  
 4801 BORCHARD ROAD  
 NEWBURY PARK, CA 91320  
 D3500-5

UNDERGROUND VAULT  
 SHEET NUMBER: Z-4




is legally described in Exhibit A attached hereto and made a part hereof. In the event any public utility is unable to use the aforementioned right-of-way, LESSOR has agreed to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

3. The Commencement Date of the Agreement, of which this is a Memorandum, is as described in the Agreement.
4. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

**LESSOR:**


Conejo Recreation and Park District

By:   
Name: JAMES T. FRIEDL  
Its: GENERAL MANAGER

**LESSEE:**

LOS ANGELES SMSA LIMITED  
PARTNERSHIP D/B/A VERIZON WIRELESS

By: AirTouch Cellular, its General Partner

By:  (SEAL)  
Walter L. Jones, Jr.  
Area Vice President - Network  
7/28/09

Vientos  
CJZ/1.09

STATE OF CALIFORNIA )  
 )  
COUNTY OF Ventura )

On 9/17/09, before me, Shirley Ohren, personally appeared James Friedl, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Shirley Ohren  
Notary Public



(Seal)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California )  
 )  
County of Orange )

On 7/28/09 before me, Sandra J. Rojas, Notary Public, personally appeared Walter L. Jones, Jr., who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Sandra J. Rojas  
Signature of Notary Public



Place Notary Seal Above

Vientos  
CJZ/1.09

EXHIBIT A  
LEGAL DESCRIPTION

LEGAL DESCRIPTION  
EXHIBIT "A"

LOT 187 OF TRACT 4963-1 AS PER MAP RECORDED IN BOOK 135, PAGES 3 THROUGH 26, OF MISCELLANEOUS RECORDS (MAPS) AS FILED IN THE OFFICE OF THE COUNTY RECORDER OF VENTURA COUNTY, CALIFORNIA.

APN: 236-0-195-015