

Market: Los Angeles
Cell Site Number: SBOV40
Cell Site Name: T.O. Soccer Field
Fixed Asset Number: 10086897

FIRST AMENDMENT TO OPTION AND SITE LEASE AGREEMENT

THIS FIRST AMENDMENT TO AN OPTION AND SITE LEASE AGREEMENT dated April 20, 1998, by and between Conejo Recreation & Park District, having a mailing address of 403 W. Hillcrest Drive, Thousand Oaks, CA 91360 ("**Landlord**") and AT & T Wireless Services of California, Inc. its successor now being New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 ("**Tenant**") is made by the Landlord and the Tenant effective on and as of the later date of the two signature dates set forth below ("**Amendment**").

WHEREAS, Landlord and Tenant are the parties to an Option and Site Lease Agreement dated April 20, 1998, whereby the Tenant is presently leasing a described Premises that is a portion of the real property owned by the Landlord and located at 2525 North Moorpark Road, Thousand Oaks, CA 91360 ("**Agreement**"), which property is also being used by the Landlord as public playfields and for recreational facilities ("**Property**"); and

WHEREAS, Landlord and Tenant desire to provide additional antenna and a new definition of the Premises leased on the Property and to replace the Exhibit B in the original Agreement with a New Exhibit B-1 that is attached hereto; and

WHEREAS, Tenant desires to change, modify or relocate the Communication Facility to, among other things, enhance its 4G capabilities, which Landlord is willing to allow; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to allow for the installation of additional antennas, associated cables and other communications instruments ("**Additional Antennas**") depicted in Exhibit B-1; and

WHEREAS, Landlord and Tenant desire to adjust the rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to permit Tenant 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; and

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree to amend the Agreement as follows:

New Exhibit B-1. The Exhibit B identifying the "Premises" in the original 1998 Agreement is no longer applicable and the New Exhibits B-1 attached to this Amendment, and incorporated herein as though fully set for, replaces the prior Exhibit B and become the referenced "Exhibit B" in the Agreement. The New Exhibit B-1 demarcation of an existing light pole, antenna locations on the pole, subterranean coax cable route with underground vault and the ground mounted meter/equipment vault/GPS antenna area is the leased Premises on the Property. Tenant shall have the right, in its sole discretion and at its sole costs, to add, change or modify the equipment and/or

antenna, or relocate portions of the present Antenna Facilities or Communication Facility as is more accurately described on the attached New Exhibit B-1. Landlord's execution of this Amendment will signify Landlord's approval of the New Exhibit B-1. Further proposed improvements of the Antenna Facilities or Communication Facility, or any portion thereof, beyond the "Additional Antennas" identified in Exhibit B-1, will trigger the need for a new or amended lease agreement with mutually agreeable terms to be negotiated at that time. Tenant shall give the Landlord advance notice prior to any on site construction work, and the Tenant shall have the responsibility to make such work area safe for those using the Property

Additional Antennas. In addition to the existing antennas mounted or placed on the Property by the Tenant as of the date of this Amendment, the Landlord consents to the installation and operation of additional antennas, associated cables and equipment as more completely described on attached New Exhibit B-1 ("Additional Antennas"). Landlord's execution of this Amendment signify Landlord's approval of the Additional Antennas. The Tenant, at its sole cost, shall apply for and secure all City of Thousand Oaks, state and federal permits required for the installation of the Additional Antennas.

No Landlord Representation or Warranty. For the Additional Antennas, antenna sites and the Tenant's contemplated modifications under this Amendment, the Tenant accepts the Premises in an "AS-IS" and "WHERE-IS" condition without any representation or warranty by Landlord expressed or implied.

1. Rent. Section 7(a), of the Agreement is hereby deleted in its entirety and replaced with the following:

The present Rent rate charged to the Tenant is \$1,425.76 per month, which is subject to periodic Anniversary Date adjustments as provided in the Agreement. Commencing on the first day of the month following the date that Tenant commences construction of the modifications, relocation or the installation of any Additional Antennas, as described in New Exhibit B-1 to this Amendment, the then charged Rent rate shall be increased by Five Hundred and No/100 Dollars (\$500.00) per month, which increased rate will be subject to further Anniversary Date adjustments as provided in the Agreement

2. Improvements; Utilities; Access. Section 9(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

a. Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities, including without limitation, an antenna tower and base, radio transmitting and receiving antennas, underground coax cable, equipment vaults, Additional Antennas and an electronic equipment cabinet (collectively the "Antenna Facilities") as depicted in Exhibit B. The Antenna Facilities shall remain the exclusive property of Tenant, and the Tenant shall have the right to remove all or any portion of the Antenna Facilities during the term and shall have the duty and obligation to remove all of such Antenna Facilities within thirty (30) days at its sole costs following any termination of this Lease, any equipment or personal property of the Tenant left after that period shall be deemed abandoned or become a fixture and belong solely to the Landlord, and may be removed by the Landlord as a reimbursable Tenant cost.

3. Indemnity and Hold Harmless. Section 15 of the Agreement is hereby deleted in its entirety and replaced with the following:

Tenant acknowledges that the Property is zoned for and being used as an active public ball fields, soccer fields, playfields and a recreational site, and the Tenant assumes all risks of damage to or loss of the Tenant's equipment, personal property, Antenna Facilities, Communication Facility or Additional Antennas except as to that damage or loss caused by the intentional acts of the Landlord. The Tenant agrees to defend, indemnify and hold Landlord harmless from any and all claims arising, in any manner, from the Tenant's or its agent's or independent contractor's acts while on the Property or from the installation, use, maintenance, repair or removal of Tenant's equipment, personal property, Antenna Facilities or Communication Facility, except as to any claim that is the result of the gross negligence or intentional act of the Landlord or of the Landlord's agents or independent contractors.

4. **Notices.** Section 16 of the Agreement is hereby deleted in its entirety and replaced with the following:

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, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to LANDLORD:	<u>Conejo Recreation & Park District</u> <u>Attention: General Manager</u> <u>403 West Hillcrest Drive</u> <u>Thousand Oaks, CA</u> <u>91360-4223</u> <u>-----</u> <u>-----</u>	If to TENANT:	New Cingular Wireless PCS, LLC Attn: Network Real Estate Administration Re: Cell Site # SBOV40 Cell Site Name: T.O. Soccer Field Fixed Asset #: 10086897 12555 Cingular Way, Suite 1300 Alpharetta, GA 30004
		With copy to:	New Cingular Wireless PCS, LLC Attn: Legal Department Re: Cell Site # SBOV40 Cell Site Name: T.O Soccer Field Fixed Asset #: 10086897 P.O. Box 97061 Redmond, WA 98073-9761
		(U.S. Mail)	16331 NE 72nd Way, RTC1 Redmond, WA 98052
		(overnight courier)	

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. 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.

5. **Emergency 911 Service.** Section 22 is added to the Agreement to read as follows:

22. **Emergency 911 Service.** In the future, without the payment of additional rent and at a location mutually acceptable to Landlord and Tenant, Landlord agrees that Tenant may 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.

6. **Memorandum of this 1st Amendment to the Lease.** Either party may, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1 to reflect the changes made in this Amendment. Of no objection is made by the receiving party, the party preparing such Memorandum may then record it.

7. **Other Terms and Conditions of Agreement To Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly amended by this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to include this Amendment.

8. **Capitalized Terms.** All capitalized terms used, but not defined herein, shall have the same meanings as defined in the Agreement.

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

LANDLORD:

Conejo Recreation & Park District

TENANT:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

Print Name: Jim Friedl

Its: General Manager

Date: _____

1/25/12

By: _____

Print Name: _____

Its: _____

Date: _____

JAMES STICKNEY
C/E DIRECTOR

1/17/2012

EXHIBIT A

to the First Amendment of Lease Agreement dated JANUARY 25, 2012 by and between Conejo Recreation and Park District as ("Landlord") and AT&T Wireless Services of California, Inc. as ("Tenant").

LEGAL DESCRIPTION ATTACHED.

The property is legally described as follows:

APN: 521-0-100-020

Site Address: 2525 North Moorpark Road

EXHIBIT A

The Property is legally 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 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: 44° 05' East 65.38 feet; then
- 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,
- 20th: North 56° 13' 45" East 50.94 feet; thence,
- 21st: North 34° 56' East 66.43 feet; thence
- 22nd: North 59° 13' 30" East 37.28 feet; thence,



EXHIBIT A

(continued)

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 774.12 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 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.

Also except one-half of the oil, gas and other hydrocarbon substances and minerals on, in and under said real property, but without the right to enter on the surface of said land for exploratory or production purposes, or within 550 feet of the surface thereof, as reserved by Peder Pederson and Frances Pederson, husband and wife, in deeds recorded December 7, 1956 as Document No. 52658 in Book 1465 Page 367 of Official Records and Document No. 52659 in Book 1465 Page 370 of Official Records.

NEW EXHIBIT B-1 TO THE FIRST AMENDMENT TO LEASE

EXHIBIT B-1 ATTACHED.

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.



12500 RAY BLVD, SUITE 100
SAN DIEGO, CA 92121



12750 CENTER COURT DRIVE
SUITE 400
DENVER, CO 80203



785 THE LUTE DRIVE, SUITE 470
DENVER, CO 80202
TEL: (303) 888-2628
FAX: (303) 888-2627

PROJECT NO: 05/105
DRAWN BY: JG
CHECKED BY: JG

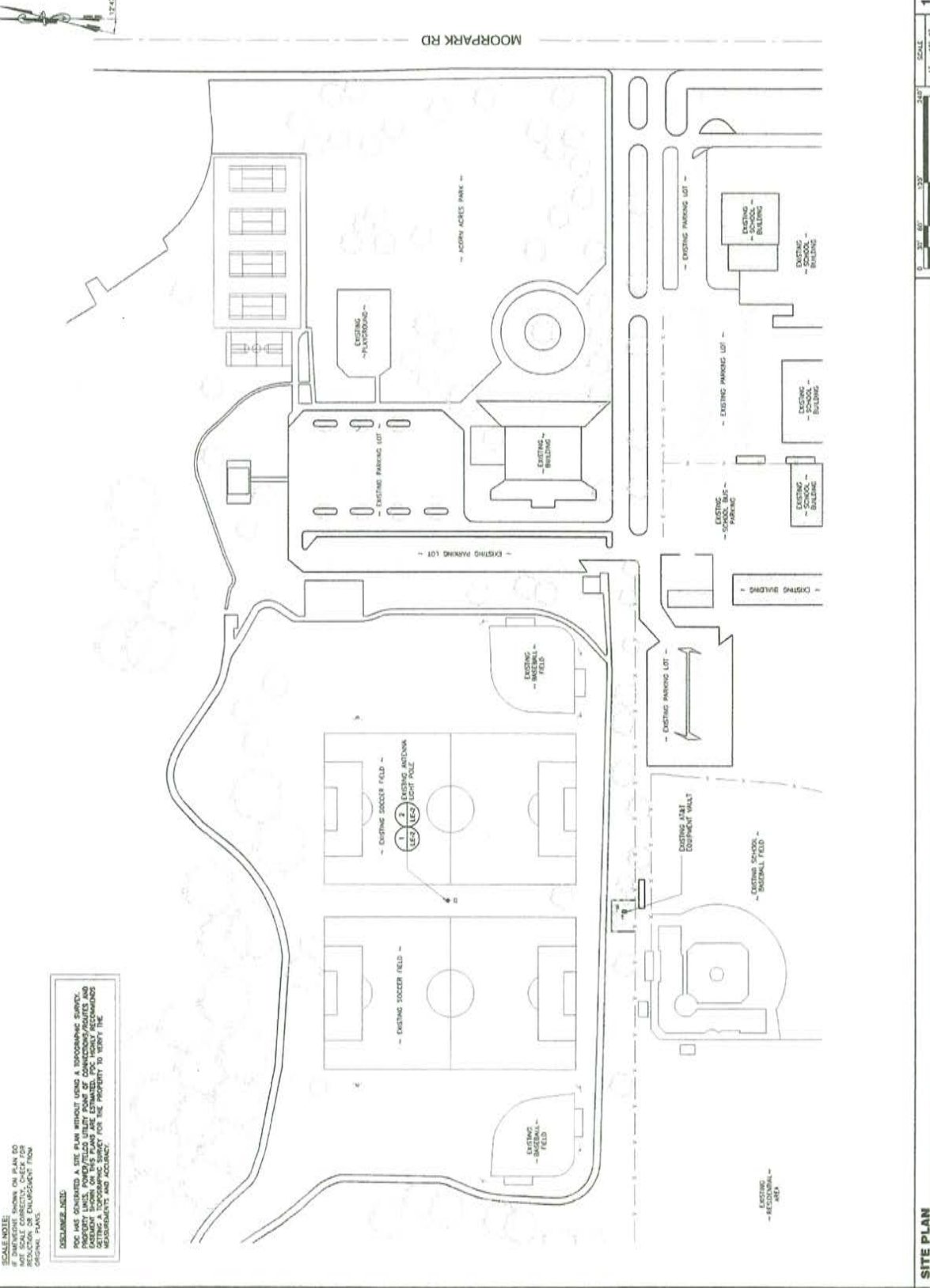
REV	DATE	DESCRIPTION
0	05/10/11	ISSUE FOR CONSTRUCTION
1	05/12/11	ISSUE FOR CONSTRUCTION
2	05/12/11	ISSUE FOR CONSTRUCTION

THIS PLAN AND ALL INFORMATION CONTAINED HEREIN ARE THE PROPERTY OF BLACK & VEATCH AND SHALL REMAIN CONFIDENTIAL AND NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF BLACK & VEATCH.

SBOV40 (21534-A)
T.O. SOCCER FIELD
2525 N. MOORPARK ROAD
THOUSAND OAKS, CA 91360

SHEET TITLE
SITE PLAN

SHEET NUMBER
LE-1



SCALE NOTE:
DIMENSIONS SHOWN ON PLAN DO NOT SCALE CORRECTLY. CHECK FOR DIMENSIONS ON ORIGINAL PLANS.

DISCLAIMER NOTE:
PDC HAS CONDUCTED A SITE PLAN WITHOUT USING A TOPOGRAPHIC SURVEY. PROPERTY LINES, PERMITS/FIELDS, UTILITY POLES OR CONDUITS/ROUTES, AND DIMENSIONS ARE APPROXIMATE. BLACK & VEATCH AND PDC ARE NOT RESPONSIBLE FOR OBTAINING A TOPOGRAPHIC SURVEY FOR THE PROPERTY TO VERIFY THE DIMENSIONS AND ACCURACY.



The new
1900 MARK LANE
SERVING, CA 90703



BLACK & VEATCH
1750 CENTER COURT NEW
SAN FRANCISCO, CA 94103



PDC CORPORATION
190 THE ROCKY HILL DRIVE 475
SAN FRANCISCO, CA 94133
TEL: (415) 468-3828
FAX: (415) 468-1877

PROJECT NO.	
DESIGNER	JDT/ISS
CHECKED BY	RF

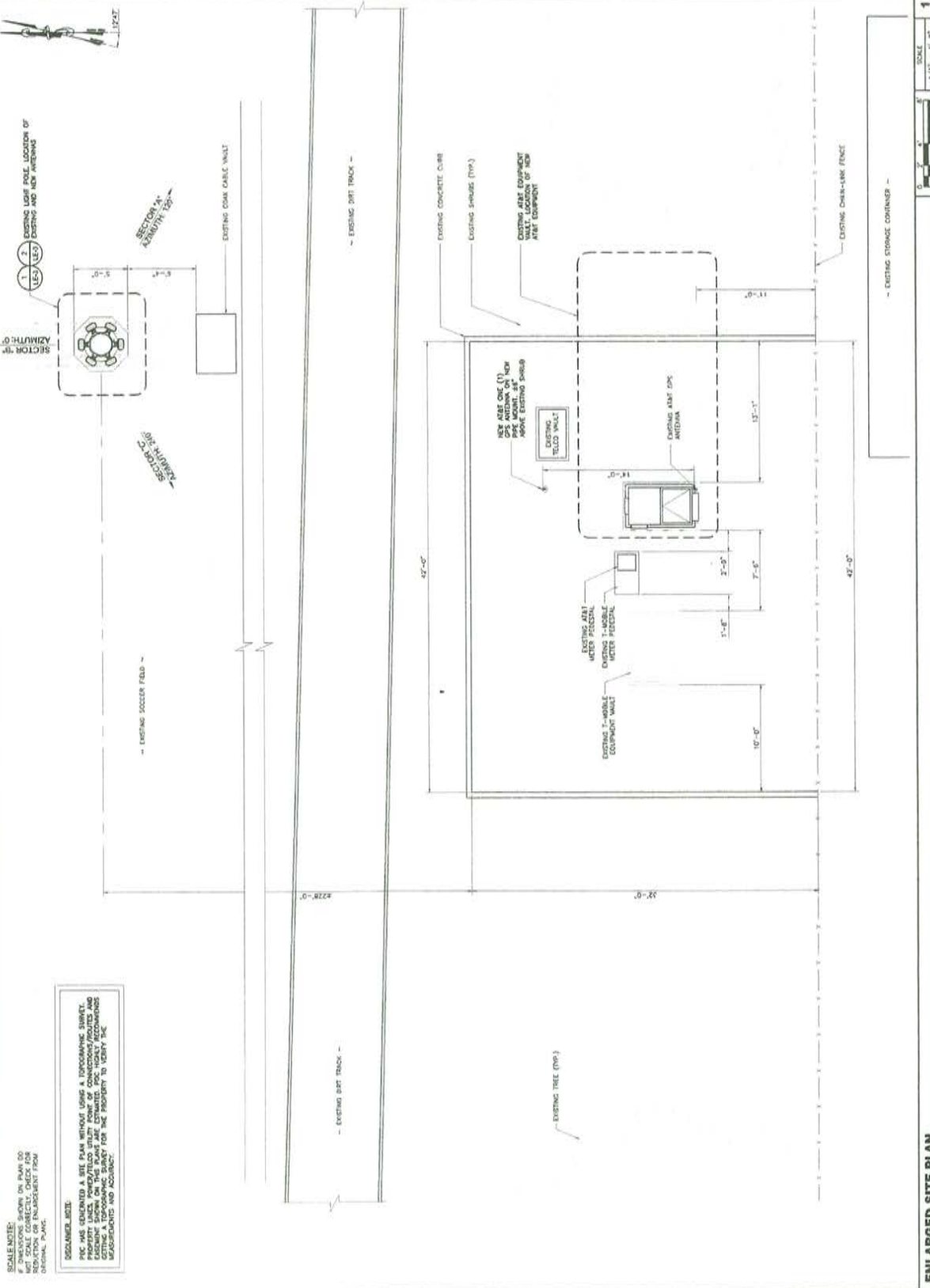
REV	DATE	DESCRIPTION
1	04/27/01	ISSUE COMMENTS
2	05/27/01	ISSUE COMMENTS
3	06/13/01	ISSUE COMMENTS
4	06/13/01	ISSUE COMMENTS
5	06/13/01	ISSUE COMMENTS

THIS PLAN IS TO BE USED ONLY FOR THE PROJECT AND SITE SHOWN. IT IS NOT TO BE USED FOR ANY OTHER PROJECT OR SITE. THE CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS ON THE GROUND BEFORE CONSTRUCTION.

SBOV40 (21534-A)
T.O. SOCCER FIELD
2525 N. MOORPARK ROAD
THOUSAND OAKS, CA 91360

SHEET TITLE
ENLARGED SITE PLAN

SHEET NUMBER
LE-2



SCALE NOTE:
IF DIMENSIONS SHOWN ON THIS PLAN DO NOT MATCH THE ORIGINAL PLAN, THE ORIGINAL PLAN SHALL PREVAIL.

DISCLAIMER NOTE:
THE CLIENT HAS REVIEWED THIS PLAN AND APPROVES THE DESIGN. THE CLIENT HAS REVIEWED THIS PLAN AND APPROVES THE DESIGN. THE CLIENT HAS REVIEWED THIS PLAN AND APPROVES THE DESIGN.



13600 PARK PLAZA DRIVE
CERRITOS, CA 94703



17750 CENTER COURT DRIVE
CERRITOS, CA 94703



785 THE CITY DR. SUITE 410
DANFORTH, CA 94588
TEL: (925) 884-2827
FAX: (925) 884-2827

PROJECT NO:
DRAWN BY: JG/TGS
CHECKED BY: RT

DATE	DESCRIPTION

IT IS A CONDITION OF THE USE OF THE DESIGN, CALCULATIONS, AND SPECIFICATIONS HEREON THAT THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

590740 (21534-A)
T.O. SOCCER FIELD
2525 N. MOORPARK ROAD
THOUSAND OAKS, CA 91350

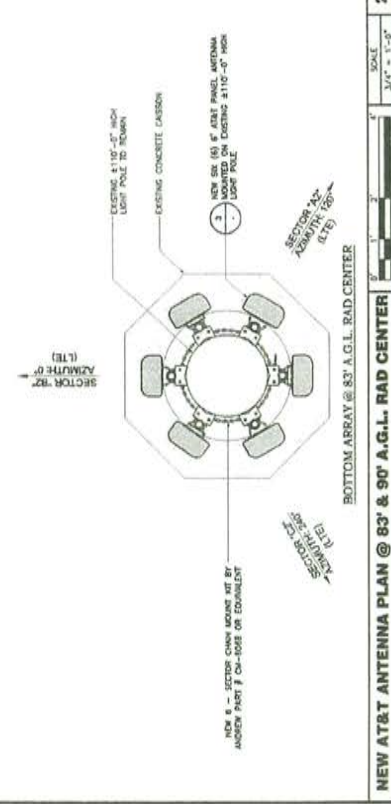
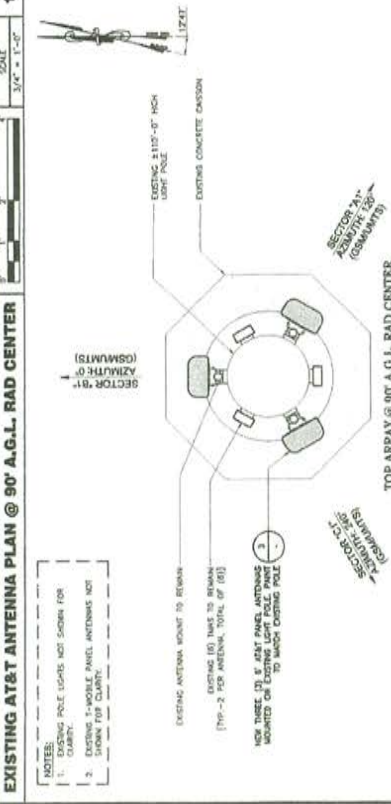
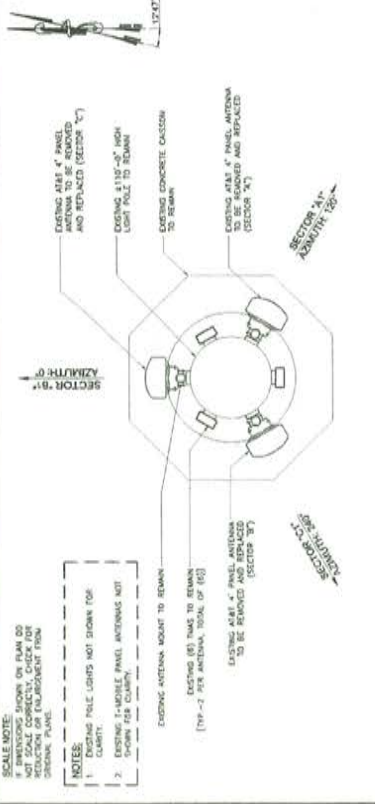
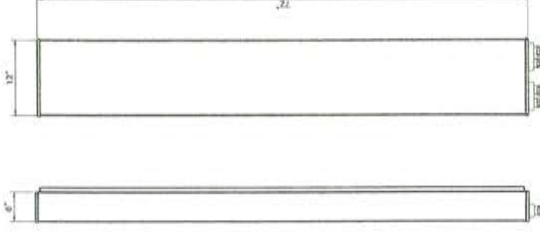
ANTENNA PLAN AND
COAX SCHEDULE

LE-3

SECTOR	ANTENNA TYPE	QTY	AMOUNT	AND CENTER	CABLE LENGTH
A1	NEW 2X4/8ES ANTENNA	1	130"	895'-0"	2 x 830' 2-1/4"
A2	NEW ANTENNA	2	130"	845'-0"	2 x 830' 2-1/4"
B1	NEW 2X4/8ES ANTENNA	1	8'	895'-0"	2 x 830' 2-1/4"
B2	NEW ANTENNA	2	8'	845'-0"	2 x 830' 2-1/4"
C1	NEW 2X4/8ES ANTENNA	1	240"	895'-0"	2 x 830' 2-1/4"
C2	NEW ANTENNA	2	240"	845'-0"	2 x 830' 2-1/4"

LTE ANTENNAS

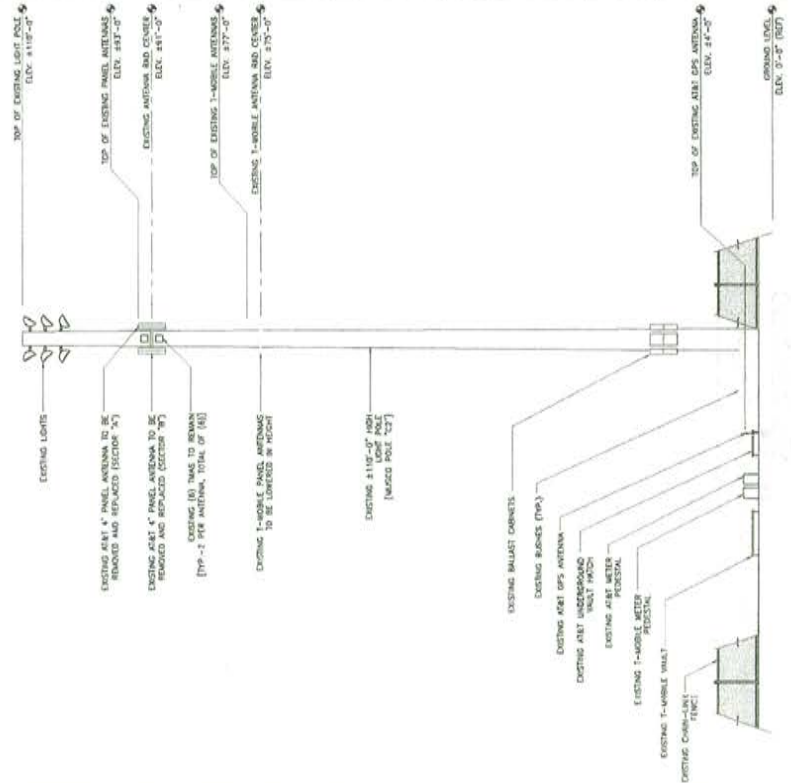
PROVIDING: 12" x 1/2" x 1/2"
PDC PWS
100 WPM (SUSTAINED)
150 WPM (DRAPE)
7/16 DIA FEMALE
CONNECTOR



ANTENNA AND COAX SCHEDULE

SCALE NOTE:
 DIMENSIONS SHOWN ON PLAN TO BE CONSIDERED AS APPROXIMATE. CHECK FOR ACCURACY AND CORRECT AS NECESSARY FROM ORIGINAL PLANS.

DISCLAIMER NOTE:
 PDC GENERATED THESE ELEVATIONS WITHOUT USING A TOPOGRAVIC SURVEY. BEARING, MAGNETIC, AND POLE POINTS SHOWN ON THIS PLAN ARE ASSUMED TO BE CORRECT. THE USER ASSUMES ALL RESPONSIBILITY FOR THE PROPERTY TO VERIFY THE MEASUREMENTS AND ACCURACY.



750 THE GREAT MOUNTAIN ROAD
 SUITE 410
 CHICAGO, IL 60656
 TEL: (847) 688-3828
 FAX: (847) 688-2821

PROJECT NO.	
DRAWN BY	JG/EGE
CHECKED BY	RL
DATE	
REV	DESCRIPTION
1	10/27/11 PLANNING CHANGES
2	10/27/11 USER CONSULTATION
3	10/27/11 USER CONSULTATION
4	10/27/11 USER CONSULTATION

1. THE INFORMATION ON THIS PLAN WAS OBTAINED FROM THE RECORD PLANS AND SURVEY DATA PROVIDED BY THE CLIENT. BLACK & VEATCH AND PDC CORPORATION MAKE NO WARRANTY AS TO THE ACCURACY OF THE INFORMATION.

SBOV40 (21534-A)
 T.O. SOCCER FIELD
 2525 N. MOORPARK ROAD
 THOUSAND OAKS, CA 91360

SHEET TITLE
 SOUTH ELEVATION

SHEET NUMBER
 LE-4

SCALE 1/8" = 1'-0"
 SCALE 1/8" = 1'-0"
 NEW SOUTH ELEVATION
 1
 2

When Recorded Return to:

New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 12555 Cingular Way, Suite 1300
 Alpharetta, GA 30004

APN: _____

(Space Above This Line For Recorder's Use Only)

Cell Site No: SBOV40
 Cell Site Name: T.O. Soccer Field
 Fixed Asset Number: 10086897
 State: California
 County: Ventura

MEMORANDUM OF FIRST AMENDMENT TO LEASE

This Memorandum of First Amendment to Lease is entered into on this 25TH day of JANUARY, 2012, Conejo Recreation & Park District, having a mailing address of 403 W. Hillcrest Drive, Thousand Oaks, CA 91360 ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 ("Tenant").

1. Landlord and Tenant entered into a certain Option and Site Lease Agreement dated April 20, 1998, that was amended on JANUARY 25TH, 2012 by that certain First Amendment to Option and Site Lease Agreement for the purpose of installing, operating and maintaining a communications facility and other improvements. A Memorandum of Lease reflecting the Agreement was recorded in the public records of as noted above.
2. The initial lease term was five (5) years ("Initial Term") commencing on the Effective Date, April 20th, 1998 of the Agreement, with nine (9) successive three (3) year options to renew, of which 13 years and 9 months have been exercised by the Tenant.
3. Landlord agreed to accommodate the addition of new antennas and equipment on the leased Premises as such is more completely described on attached Exhibit B.


4. This First Amendment to Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this First Amendment to Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

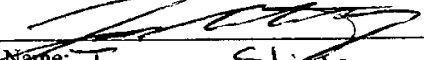
IN WITNESS WHEREOF, the parties have executed this Memorandum of First Amendment to Lease as of the day and year first above written.

LANDLORD:
Conejo Recreation & Park District

TENANT:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: 
Print Name: Jim Fiedl
Its: General Manager
1/25/12

By: 
Print Name: James Stickney
Its: C&E Director
Date: 1/17/2012

Prepared by:
Jane Norine
PDC Corporation
765 The City Drive, #470
Orange, CA 92868

EXHIBIT A

DESCRIPTION OF PREMISES

to the Memorandum of First Amendment to Lease dated _____, 20__, by and between Conejo Recreation and Parks District, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

APN: 521-0-100-020

Site Address: 2525 North Moorpark Road

SEE ATTACHED LEGAL DESCRIPTION

The Property is legally 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 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,
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- 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: 44° 05' East 65.38 feet; then
- 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 85° 47' 45" East 182.07 feet; thence,
- 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.



EXHIBIT A

(continued)

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 774.12 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 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.

Also except one-half of the oil, gas and other hydrocarbon substances and minerals on, in and under said real property, but without the right to enter on the surface of said land for exploratory or production purposes, or within 550 feet of the surface thereof, as reserved by Peder Pederson and Frances Pederson, husband and wife, in deeds recorded December 7, 1956 as Document No. 52658 in Book 1465 Page 367 of Official Records and Document No. 52659 in Book 1465 Page 370 of Official Records.

EXHIBIT B LEASED PREMISES

SEE ATTACHED LEASE PREMISES.



12520 PINE BLVD, SUITE 400
CERRITOS, CA 94530



12755 CHURCH STREET, SUITE 200
CERRITOS, CA 94530



185 THE CITY DRIVE, SUITE 470
TEL: (925) 948-3879
FAX: (925) 948-3879

DATE: 11/12
DATE: 11/12
PROJECT: 11

NO.	DESCRIPTION	DATE
1.	ISSUED FOR PERMITS	11/12
2.	ISSUED FOR CONSTRUCTION	11/12
3.	ISSUED FOR CONSTRUCTION	11/12

IT IS A CONDITION OF THE CONTRACT FOR THE PROJECT THAT THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AGENCIES AND AGENCIES OF THE STATE OF CALIFORNIA.

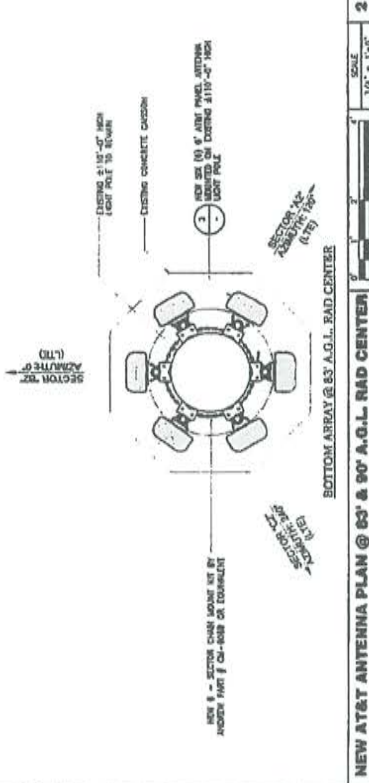
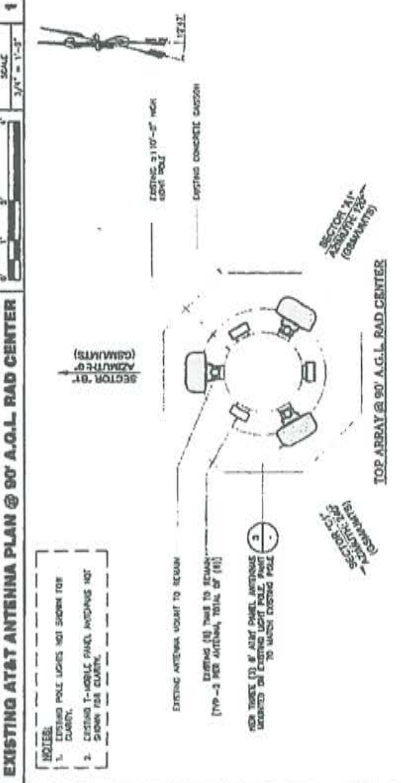
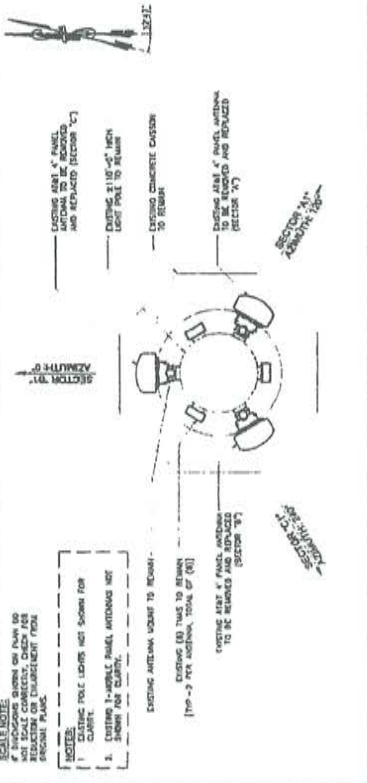
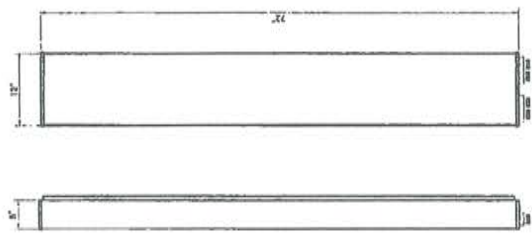
SB0740 (21534-A)
T.O. SOCCER FIELD
2525 N. MOORPARK ROAD
THOUSAND OAKS, CA 91380

SHEET TITLE
ANTENNA PLAN AND
COAX SCHEDULE

SHEET NUMBER
LE-3

SECTOR	ANTENNA TYPE	QTY	HEIGHT	IND CENTER	CABLE LENGTH
				QTY	LENGTH
A1	NEW 600/300 ANTENNA	1	132'	282'-0"	2 210' 2-1/4"
A2	NEW ANTENNA	3	132'	282'-0"	3 210' 2-1/4"
B1	NEW 600/300 ANTENNA	1	67'	180'-0"	2 430' 2-1/4"
B2	NEW ANTENNA	2	67'	180'-0"	3 430' 2-1/4"
C1	NEW 600/300 ANTENNA	1	240'	287'-0"	2 210' 2-1/4"
C2	NEW ANTENNA	2	240'	287'-0"	2 210' 2-1/4"

LTE ANTENNAS
 DIMENSIONS, WEIGHTS:
 77 1/2" x 12 1/4" x 7 1/2"
 PKG. 255
 MAXIMUM WEIGHT: 32 LBS
 WEIGHT WITH PRE-CONNECTED WIRING: 40 LBS
 MADE IN U.S.A.
 100 MPH (EXCEEDS)
 WIND LOADING
 7/16 DIA FIBER
 CONCRETE





12000 PARK PLAZA DRIVE
CENTRO, CA 95031



BLACK & VEATCH

17350 CENTER ROAD, SUITE 400
CENTRO, CA 95031



GPD CORPORATION

735 TOWN SQUARE DRIVE, SUITE 470
SAN JOSE, CA 95128
TEL: (408) 888-3398
FAX: (408) 888-1887

PROJECT NO.

DATE

BY

CHECKED BY

DATE

SCALE

DESCRIPTION

NO.

DATE

BY

DESCRIPTION

NO.

DATE

BY

DESCRIPTION

THIS PROJECT IS THE PROPERTY OF BLACK & VEATCH AND SHALL REMAIN CONFIDENTIAL.

880V40 (21534-A)
T.O. SOCCER FIELD
2525 N. SOCCER PARK ROAD
THOUSAND OAKS, CA 91320

SHEET TITLE

SOUTH ELEVATION

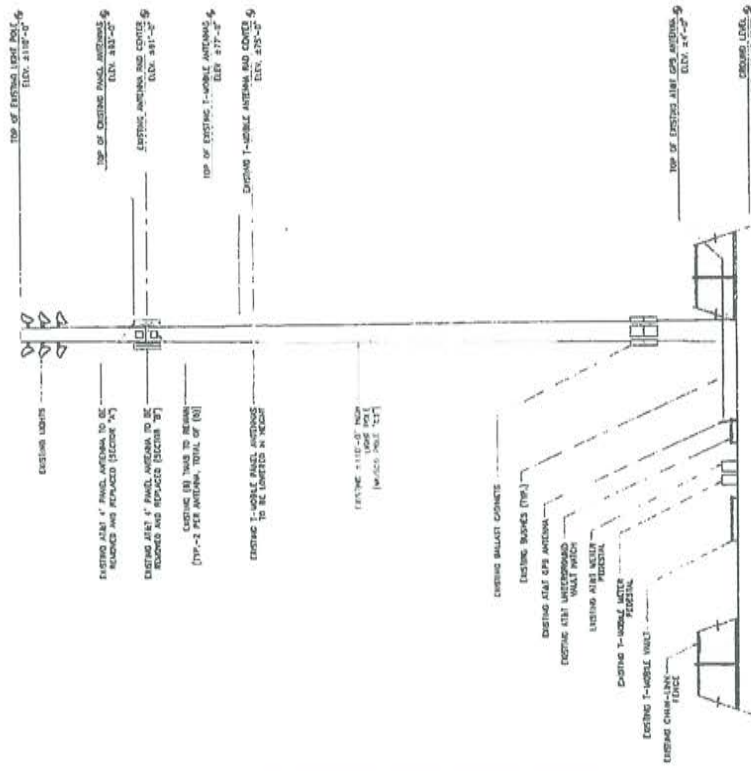
SHEET NUMBER

LE-4

SCALE NOTE
DIMENSIONS ON THIS DRAWING ARE IN FEET AND INCHES. DIMENSIONS IN PARENTHESES ARE IN METERS. DIMENSIONS IN PARENTHESES ARE FOR INFORMATION ONLY AND SHALL NOT BE USED FOR CONSTRUCTION. DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.

CONTRACT NO.

FOR CONTRACTOR'S USE ONLY
THIS DRAWING IS THE PROPERTY OF BLACK & VEATCH AND SHALL REMAIN CONFIDENTIAL. IT IS TO BE USED ONLY FOR THE PROJECT AND SHALL NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF BLACK & VEATCH.



EXISTING SOUTH ELEVATION

SCALE 1/8" = 1'-0"

NEW SOUTH ELEVATION

SCALE 1/8" = 1'-0"

TENANT ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
)
COUNTY OF Los Angeles)

On January 17, 2012 before me, Alma Pineda - Notary Public,
(insert name and title of the officer)

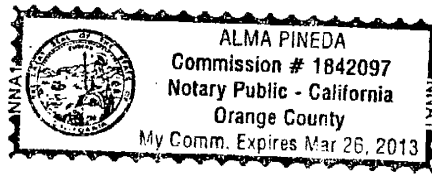
personally appeared James Stickney, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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.

Signature Alma Pineda

Name Alma Pineda
(typed or printed)



(Seal)

State: California
Market: Ventura
Cell ID:
Cell Name: TO Soccer Field (Los Robles)

OPTION AND SITE LEASE AGREEMENT

THIS OPTION AND SITE LEASE AGREEMENT (this "Agreement") is entered into this 20 day of April, 1998 between Conejo Recreation and Park District ("Landlord") and AT&T Wireless Services of California, Inc. ("Tenant").

For the sum of One Thousand Dollars (\$1,000.00) (the "Option Fee") to be paid to Landlord by Tenant within twenty-one (21) working days after full execution of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. OPTION

1. Premises. Subject to the following terms and conditions, Landlord grants to Tenant an option (the "Option") to lease a portion (the "Premises") of the real property (the "Property") described in Exhibit A, attached hereto and incorporated herein by this reference. The Premises located at 2525 North Moorpark Road are comprised of approximately 200 square feet and are situated within the Property as described and/or depicted in Exhibit B, attached hereto and incorporated herein by this reference.

2. Option Term. The Option shall be for an initial term of twelve (12) months commencing upon the date set forth above (the "Initial Option Period") and may be extended for up to two (2) additional twelve (12) month periods upon notification to Landlord by Tenant and upon payment of additional consideration in the sum of One Thousand Dollars (\$1,000.00) ("Additional Option Fee") prior to the end of the Initial Option Period or the first renewal period, as the case may be.

3. Cooperation. During the Initial Option Period and any extensions thereto and during the term of this Lease, Landlord agrees to cooperate with Tenant in obtaining and maintaining, at Tenant's sole expense, all licenses and permits required for Tenant's use of the Premises (the "Governmental Approvals"), and Landlord agrees to allow Tenant to perform surveys, soils testing, and other engineering procedures on, under, and over the Property necessary to determine that the Premises will be acceptable to Tenant's engineering specifications, system design, and Governmental Approvals.

4. Exercise of Option. Tenant may exercise this Option by notifying Landlord in writing prior to the expiration of the Initial Option Period or any extension thereto that Tenant is exercising its Option.

B. LEASE

5. Lease Term. In the event Tenant exercises the Option, the term of this lease (this "Lease") shall be five (5) years, commencing upon the date Tenant gives written notice to Landlord that Tenant is exercising its Option ("Commencement Date"), which shall in any event be prior to the expiration of the Initial Option Period or any extension thereof, and terminating at midnight on the last day of the month in which the fifth annual anniversary of the Commencement Date shall have occurred. Tenant shall have the right to extend this Lease for nine (9), three (3) year terms ("Renewal Terms"). Each Renewal Term shall be on the same terms and conditions as set forth herein. This Lease shall automatically be renewed for each successive Renewal Term unless Tenant shall notify Landlord of Tenant's intention not to renew this Lease at least ten (10) days prior to the expiration of the term or any Renewal Term.

6. Use. The Premises may be used by Tenant for the transmission and reception of radio communication signals in any and all frequencies, for the construction and maintenance of related facilities, towers, antennas, or buildings, and activities related to construction, operation, and maintenance of related facilities, towers, antennas, or buildings.

7. Rent.

a. Upon the Commencement Date, Tenant shall pay Landlord, as rent, the sum of One Thousand Dollars (\$1,000.00) per month ("Rent"). Rent shall be payable on the first day of each month in advance to Landlord at Landlord's address specified in Paragraph 16 below. If the Lease is commenced other than on the first day of a month, the Rent shall be prorated for that first month for the number of days from the Commencement Date to the end of the month.

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

c. Effective as of the date which is one year after the Commencement Date ("Anniversary Date"), and upon each subsequent annual Anniversary Date thereafter, the Base Rent specified in 7a above shall be increased annually by Three (3) percent.

8. Interference. Landlord shall not use, nor shall Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of Landlord's properties in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by Landlord, and Landlord shall have the responsibility to terminate said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference will cause irreparable injury to Tenant, and therefore Tenant shall have the right, in addition to any other rights that it may have at law or in equity, to elect to enjoin such interference or to terminate this Lease, upon notice to Landlord.

9. Improvements; Utilities; Access.

a. Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities, including without limitation, an antenna tower and base, radio transmitting and receiving antennas, and an electronic equipment cabinet (collectively the "Antenna Facilities"). The Antenna Facilities shall remain the exclusive property of Tenant, and Tenant shall have the right to remove all or any portion of the Antenna Facilities during the term and following any termination of this Lease.

b. Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Premises (including, but not limited to the installation of emergency power generators). Tenant shall have the right to permanently place utilities on (or to bring utilities across) the Property in order to service the Premises and the Antenna Facilities. All such easements associated with the Facilities shall be incorporated in this Lease as Exhibit E.

c. Tenant shall have the right, but not the obligation, for structural, aesthetic, or other reasons, to remove and replace the existing light standard on the Premises with a new light standard ("New Light Standard"). Should a New Light Standard be constructed by Tenant, Tenant shall track the costs of such construction. During the term of this Lease, Landlord shall be permitted to lease space on the New Light Standard to other carrier(s) or FCC-licensed provider(s); provided, however, that: (i) any new facilities to be installed pursuant to such a lease shall not interfere with Tenant's use of the New Light Standard or its operation of or access to the Antenna Facilities; and (ii) twenty-five percent (25%) of each rent payment(s) paid by such carrier(s) or provider(s) to Landlord shall be remitted by Landlord to Tenant until Tenant has recovered fifty percent (50%) (seventy-five percent if more than one carrier or provider) of both the construction costs of the New Light Standard and the costs described above in Paragraph 9(b). Subject to the foregoing, upon construction of New Light Standard, Landlord shall acquire ownership of, and responsibility for maintaining, the New Light Standard.

d. Landlord shall provide Tenant ingress, egress, and access from an open and improved public road to the Premises adequate to service the Premises and the Antenna Facilities at all times during the term of this Lease or any Renewal Term at no additional charge to Tenant. Tenant's access to the Antenna Facilities shall be subject to the "Facility Access Requirements" set forth in Exhibit D, attached hereto and incorporated herein by this reference. Landlord shall execute an easement evidencing this right upon Tenant's request.

10. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability, on thirty (30) days written notice as follows: (a) by either party upon a default of any covenant or term hereof by the other party, which is not cured within sixty (60) days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); (b) by Tenant if it is unable to obtain or maintain any license, permit or other Governmental Approval necessary to the construction and/or operation of the Antenna Facilities or Tenant's business; or (c) by Tenant if the Premises are or become unacceptable, in Tenant's sole discretion, under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong. Upon termination, Tenant will return the Premises to its original condition, normal wear and tear and casualty excepted. However, Tenant will not be responsible for the replacement of any trees, vegetation and/or shrubs or for the reduction of any foundation to a depth greater than one foot below grade.

11. Taxes. Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Antenna Facilities. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property. However, Tenant shall pay, as additional Rent, any increase in real property taxes levied against the Premises which is directly attributable to Tenant's use of the Premises, and Landlord agrees to furnish proof of such increase to Tenant.

12. Insurance.

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

b. Landlord and Tenant agree that in the event of loss or damage to property due to any peril which is covered by 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 paragraph.

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

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

Property to a purchaser with the power of eminent domain in the face of the exercise of the power, shall be treated as a taking by condemnation.

15. Indemnity and Hold Harmless. Tenant agrees to indemnify and hold Landlord harmless from any and all claims arising from the installation, use, maintenance, repair or removal of Tenant's Antenna Facilities, except to the extent such claims arise from the negligent or intentional acts or omissions of Landlord, its agents, or its independent contractors. Landlord agrees to indemnify and hold Tenant harmless from any and all claims arising from Landlord's ownership of, or the use, maintenance or repair of, the Property or the light standard situated on the Property (including the New Light Standard, should Landlord acquire it pursuant to Paragraph 9(c) above), except to the extent such claims arise from the negligent or intentional acts or omissions of Tenant, its agents, or its independent contractors.

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

If to Landlord, to: Conejo Recreation and Park District
155 East Wilbur Road
Thousand Oaks, California 91360
Attention: General Manager

If to Tenant, to: AT&T Wireless Services
6485 Calle Real, Suite E
Goleta, California 93117
Attention: Technical Operations Manager

With a copy to: AT&T Wireless Services of California, Inc.
10000 Goethe Road
Sacramento, CA 95827
Attention: Shared Property Analyst

In addition, a copy of any notice alleging a breach of this Agreement by Tenant shall also be sent to:

AT&T Wireless Services
5400 Carillon Point
Kirkland, Washington 98033
Attention: Legal Department

17. Title and Quiet Enjoyment.

a. Landlord warrants that it (i) has full right, power and authority to execute this Agreement; and (ii) has good and unencumbered title to the Property free and clear of any liens or mortgages, except as set forth in Exhibit C attached hereto. Landlord further warrants that Tenant shall have the quiet enjoyment of the Premises during the term of this Lease or any Renewal Term.

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

c. Tenant shall also have the right to have the Property surveyed, and, in the event that any defects are shown by the survey which, in the opinion of Tenant, may adversely affect Tenant's use of the Premises or Tenant's ability

to obtain leasehold financing, Tenant shall have the right to terminate this Lease immediately upon written notice to Landlord.

d. Landlord represents and warrants to Tenant that to the best of Landlord's knowledge hazardous substances have not been generated, stored or disposed of on the Premises nor have the same been transported to or over the Premises. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. Landlord will hold Tenant harmless from and indemnify Tenant against and from any damage, loss, expenses or liability resulting from any breach of this representation and warranty including all attorneys' fees and costs incurred as a result thereof.

18. Assignment. Tenant may assign the Lease and its other rights under this Agreement (including, without limitation, any options to purchase the Property or to extend the term of the Lease), or sublet the Premises or any portion thereof, to its parent company, any subsidiary or affiliate or to any successor-in-interest upon written notice to Landlord. Any sublease that is entered into by Tenant shall be subject to the provisions of the Lease. Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any such mortgagees or holders of security interests, including their successors or assigns (hereinafter collectively referred to as "Mortgagees"). In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant except that the cure period for any Mortgagee shall not be less than ten (10) days after receipt of the default notice.

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

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

21. Miscellaneous.

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

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

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

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

e. Landlord agrees to cooperate with Tenant in executing any documents (including but not limited to a Memorandum of Option and Site Lease Agreement and Nondisturbance and Attornment Agreement) necessary to protect Tenant's rights hereunder or Tenant's use of the Premises. Landlord acknowledges that a Memorandum of the Agreement

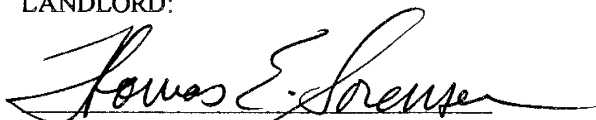
will be recorded in the Official Records of the County where the Property is located. Upon the expiration or earlier termination of this Agreement, Tenant agrees to record a quitclaim deed to evidence the termination of Tenant's interest in the Property.

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

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

DATED as of the date first set forth above.

LANDLORD:

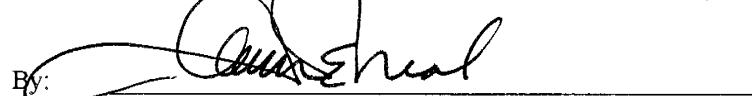


By:

Its:

Tax ID #: 95-2265201

AT&T Wireless Services of California, Inc.,
A Delaware Corporation, dba AT&T Wireless Services (formerly known as First Cellular Group of Oxnard Inc.)



By:

Dennis E. Neal
South Coast System Development Manager
Tax ID #: 52-1489424

STATE OF CALIFORNIA

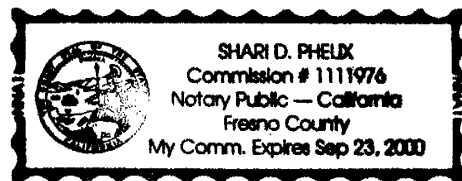
COUNTY OF Fresno

On April 20, 1998, before me, Shari D. Phelix, Notary Public, personally appeared
Dennis E. Neal

~~I~~ personally known to me - **OR** - ~~o~~ proved to me on the basis of satisfactory evidence to be the person(s) whose names(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.

Shari D. Phelix
(SIGNATURE OF NOTARY)



STATE OF CALIFORNIA

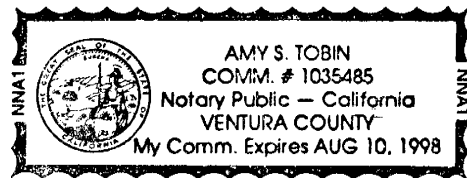
COUNTY OF Ventura

On Apr. 21, 1998, before me, Amy S. Tobin, Notary Public, personally appeared
Love S. ...

~~I~~ personally known to me - **OR** - ~~o~~ proved to me on the basis of satisfactory evidence to be the person(s) whose names(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.

Amy S. Tobin
(SIGNATURE OF NOTARY)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF SANTA BARBARA

On _____ before me, _____, Notary Public, personally appeared **Dennis E. Neal** personally known to me

- OR -

" 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.

WITNESS my hand and official seal.

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:

Title Type of Document: Site Lease Agreement

Number of Pages: _____ Date of Document: _____

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

EXHIBIT A

to the Agreement dated - _____ by and between Conejo Recreation and Park District as ("Landlord") and AT&T Wireless Services of California, Inc. as ("Tenant").

THIS EXHIBIT WILL BE REPLACED WITH A FULL LEGAL DESCRIPTION.

The Property is legally described as follows:

APN: 521-0-100-020

Site Address: 2525 North Moorpark Road

EXHIBIT B

to the Agreement dated - _____ by and between Conejo Recreation and Park District as ("Landlord") and AT&T Wireless Services of California, Inc. as ("Tenant").

The location of the Premises within the Property is more particularly described or depicted as follows:

A land survey will replace this Exhibit B upon receipt thereof by Tenant.

EXHIBIT C

to the Agreement dated _____ by and between Conejo Recreation and Park District as ("Landlord") and AT&T Wireless Services of California, Inc. as ("Tenant").

The following is a list of liens and mortgages currently on the Property.

THIS EXHIBIT, DESCRIBING A FULL LIST OF LIENS AND MORTGAGES CURRENTLY ON THE PROPERTY, WILL BE REPLACED UPON RECIPET OF FULL TITLE REPORT BY TENANT.

EXHIBIT D

to the Agreement dated - _____ by and between Conejo Recreation and Park District as ("Landlord") and AT&T Wireless Services of California, Inc. as ("Tenant").

FACILITY ACCESS REQUIREMENTS

THE FACILITY ACCESS REQUIREMENTS (THE "REQUIREMENTS"), THIS EXHIBIT D, WILL BE REPLACED AFTER AGREEMENT BETWEEN OWNER AND TENANT OVER CHANGES TO NOTICING/CONTACT REQUIREMENTS AS NOTED BY TOM SORENSON AT THE BOARD OF DIRECTORS MEETING ON APRIL 16, 1998. ALL OTHER TERMS OF ACCESS SHALL BE SUBSTANTIALLY THE SAME AS INDICATED IN THE ORIGINAL DRAFT OF SAID REQUIREMENTS. SAID REQUIREMENTS ARE ATTACHED TO THIS EXHIBIT.

"EXHIBIT D"

- Option and Site Lease Agreement -
 - Facility Access Requirements -

Landlord provides access rights evidencing Tenant's right to place utilities on (or to bring utilities across) the Property in order to service the Premises and Antenna Facilities, consistent with the lease term conditions with Article 5 above.

Requirements regarding access to utility box shall be different from those for antenna facilities. Requirements are described as follows:

Vehicle and/or equipment access to utility box shall be obtained via service road at the far north side of the site. Two locations exist, as identified on attached diagram, from which Tenant may enter service road. The first is from the Korean Church parking lot near Moorpark Road, and the second is from the most northwest corner of Thousand Oaks Center's parking lot, identified respectively as X and Y on attached diagram. Utilities shall be located in the shrub area identified as Z on said diagram.

When it is necessary to inspect or service "Antenna Facilities", Tenant shall enter the site from Moorpark Road via the park main entrance drive. Access on to turf area shall be made immediately south of the grounds work shed. Tenant shall then proceed westerly along the jogging path identified as W on diagram Exhibit D. Tenant shall proceed with caution, restricting access to a 10' wide area between soccer fields. The direction of access to said "facilities" shall be limited to a south to north approach. (see attached Exhibit D diagram - location identified as Q)

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

Tenant shall immediately report any and all injuries and property damages, including damage to turf, irrigation system, and plant material to Landlord.

Tenant agrees to change all lights on antenna light pole annually with light bulbs of the same size and type as those removed. Landlord will provide materials, Tenant will provide labor and high lift.

to the agreement dated _____ by and between
 _____ as ("Landlord") and
 AT&T Wireless Services of California, Inc. as ("Tenant").

MC PARK ROAD

EXHIBIT 'D' - DIAGRAM THOUSAND OAKS COMMUNITY PARK

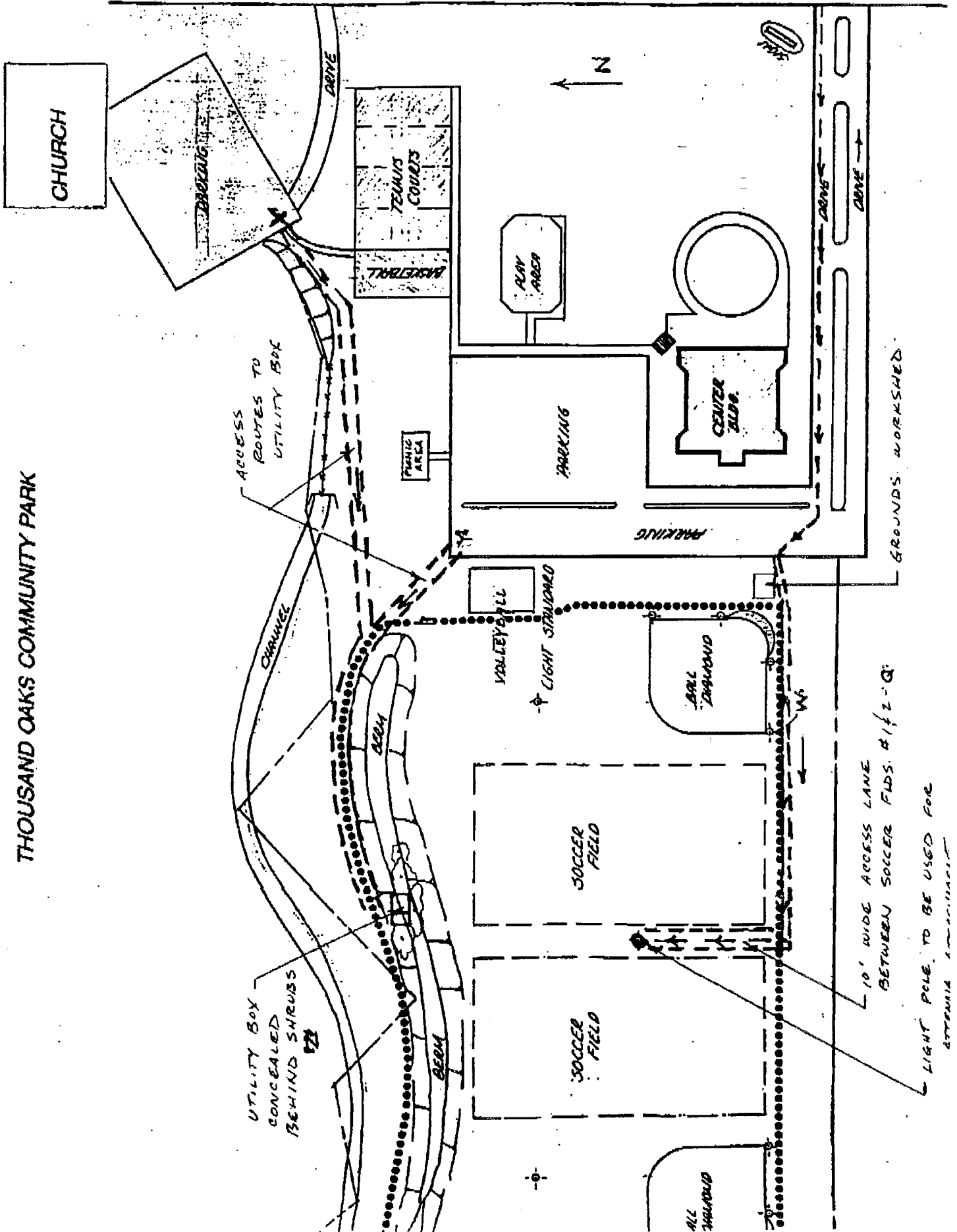


EXHIBIT E

to the Agreement dated - _____ by and between Conejo Recreation and Park District as ("Landlord") and AT&T Wireless Services of California, Inc. as ("Tenant").

The easements on the property are as follows:

THIS EXHIBIT WILL BE REPLACED BY A LEGAL DESCRIPTION DESCRIBING THE EASEMENTS ON THE PROPERTY UPON RECIEPT THEREOF BY TENANT.

April 17, 1998

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

AT&T Wireless Services
6485 Calle Real, Suite E
Goleta, CA 93117
ATTN: Real Estate Manager

State: California
Market: Ventura
Cell I.D.:
Name: TO Soccer Field (Los Robles)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (the "Memorandum") is executed this 20 day of April, 1998 by and between Conejo Park and Recreation District, as ("Landlord") and AT&T Wireless Services of California, Inc., a Delaware corporation, as ("Tenant").

WHEREAS, Landlord and Tenant are parties to that certain Option and Site Lease Agreement dated April 10, 1998 (the "Lease");

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Lease. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord leases to Tenant a portion of the real property described in Exhibit A attached hereto and incorporated herein by this reference (the "Property") at a rent and on the terms and conditions set forth in the Lease all of the terms and conditions of which are by this reference incorporated herein. The portion of the Property leased to Tenant (the "Premises") is described in Exhibit B attached hereto and incorporated herein by this reference. The Lease is for a term commencing April 21, 1998 and terminating April 21, 1999 with nine (9) options to extend for three (3) years each.

2. Definition of Terms. All capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Lease.

3. Purpose of Memorandum. This Memorandum is prepared for purposes of recordation only and does not set forth all the terms and conditions set forth in the Lease. The Lease and this Memorandum shall be construed to be but one Lease and in the event there is any conflict between the terms and conditions of the Lease and this Memorandum, the Lease shall control.

DATED THIS 21 day of April, 1998

LANDLORD:

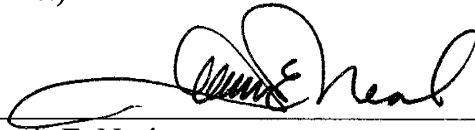


By:

Its:

AT&T Wireless Services of California, Inc.,
A Delaware Corporation, dba AT&T Wireless Services (formerly known as First Cellular Group
of Oxnard Inc.)

By:


Dennis E. Neal
South Coast System Development Manager

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF California

SS.

COUNTY OF Fresno

On April 20, 1998 before me, Shari D. Phelix, Notary Public, personally appeared Dennis E. Neal, 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 Shari D. Phelix



CERTIFICATE OF ACKNOWLEDGMENT

STATE OF California

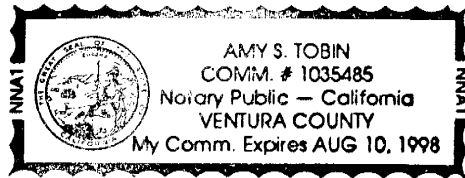
SS.

COUNTY OF Ventura

On April 21 before me, Amy S. Tobin, Notary Public, personally appeared Tom Sorensen, 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 Amy S. Tobin



April 17, 1998

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

AT&T Wireless Services
6485 Calle Real, Suite E
Goleta, CA 93117
ATTN: Real Estate Manager

State: California
Market: Ventura
Cell I.D.:
Name: TO Soccer Field (Los Robles)

MEMORANDUM OF LEASE OPTION

THIS MEMORANDUM OF LEASE OPTION (the "Memorandum") is executed this 20 day of April, 1998 by and between Conejo Park and Recreation District, as ("Landlord") and AT&T Wireless Services of California, Inc., a Delaware corporation, as ("Tenant").

WHEREAS, Landlord and Tenant are parties to that certain Option and Site Lease Agreement dated April 20, 1998 (the "Lease");

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Option. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord grants to Tenant an option to lease (the "Option") a portion of the real property described in Exhibit A attached hereto and incorporated herein by this reference (the "Property"). The portion of the Property (the "Premises") which is subject to the option is more particularly described in Exhibit B attached hereto and incorporated by this reference.

2. Option Term. The Option is for a term of twelve (12) months and shall commence April 20, 1998 and terminating April 20, 1999. Tenant has the right to extend this Option for two additional twelve (12) month term.


3. Definition of Terms. All capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Lease.

4. Purpose of Memorandum. This Memorandum is prepared for purposes of recordation only and does not set forth all the terms and conditions set forth in the Lease. The


Lease and this Memorandum shall be construed to be but one Lease and in the event there is any conflict between the terms and conditions of the Lease and this Memorandum, the Lease shall control.

DATED THIS 21 day of April, 1998

LANDLORD:


By: _____
Its:

AT&T Wireless Services of California, Inc.,
A Delaware Corporation, dba AT&T Wireless Services (formerly known as First Cellular Group
of Oxnard Inc.)

By: 

Dennis E. Neal
South Coast System Development Manager

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF California

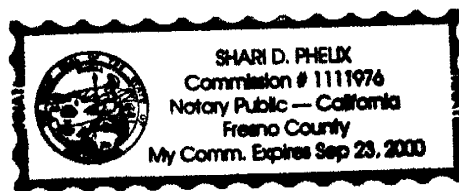
SS.

COUNTY OF Fresno

On April 20, 1998 before me, Shari D. Phelix, Notary Public, personally appeared Dennis E. Neal, 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 Shari D. Phelix



CERTIFICATE OF ACKNOWLEDGMENT

STATE OF California

SS.

COUNTY OF Ventura

On April 21, 1998 before me, Amy S. Tobin, Notary Public, personally appeared Tara Lawrence, 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 Amy S. Tobin

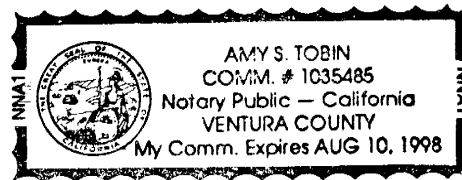


EXHIBIT B

to the Agreement dated _____, 19__ by and between
_____, ("Landlord") and
_____, ("Tenant").

The location of the Premises within the Property is more particularly described or depicted as follows: