

FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT

This First Amendment to Option and Lease Agreement (the "Amendment") is effective as of the date of the latter signature below and is by and between Conejo Recreation and Park District, a public entity (the "Lessor") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("Lessee"). Amendment shall run coterminous with Option and Lease Agreement term of five years with four additional five-year renewal periods, which began in 2005. Thus, Agreement and First Amendment will expire in 10 years, ending in 2030.

WHEREAS, Landlord and Tenant are parties to that certain Option and Lease Agreement dated February 18, 2005 (the "Agreement"), pursuant to which Landlord leases to Tenant the right to use approximately two hundred fifty (250) square foot portion of ground space for Tenant's antenna structure, equipment shelter and related appurtenances, conduits and connections (collectively, the "Existing Premises") on Landlord's property located at 4801 Borchard Road, City of Thousand Oaks, County of Ventura, State of California 91320 (the "Property"), as more particularly set forth in the Agreement.

WHEREAS, Landlord and Tenant desire to: (i) add additional ground space outside of the Existing Premises for Tenant's generator, CMU wall, related equipment, connection spaces and appurtenances; (ii) increase the rent owed under the Agreement; (iii) modify and add other provisions into the Agreement; and (iv) ratify and reaffirm the Agreement.

Now, Therefore, by mutual agreement of the parties and in consideration of the rights and obligations hereinafter set forth, the Agreement is hereby amended as follows:

1. Additional Ground Space; New Rights of Way. The description of the Existing Premises is hereby amended to hereinafter include: (i) 175 square feet of additional ground space, consisting of a 10'x4' concrete pad for a generator and related appurtenances; and (ii) such additional space as may be reasonably required for the installation of conduits, cables and connections, including, but not limited to, a five foot (5') wide non-exclusive utilities right of way (collectively, the "New Rights of Way"), to connect the Existing Premises with the Generator Space; all as more particularly described and depicted in Exhibit "1-A" attached hereto and made a part hereof. The parties acknowledge and agree that the attached Exhibit "1-A" is intended to supplement the Exhibit "1" attached to the Agreement. The Existing Premises, Generator Space and New Rights of Way shall hereinafter be referred to collectively as the "Premises." In the event of any discrepancies between Exhibit "1" attached to the Agreement and Exhibit "1-A" attached hereto, Exhibit "1-A" attached hereto shall control.

2. Installation of Generator. Landlord acknowledges and agrees that Tenant intends to construct and install certain improvements in the Property, which include, a pad for a generator, generator connections, a permanent generator, a fuel tank, a CMU wall, a right of way for Tenant's conduit and utility connections, access gates and related appurtenances, and shrubs to conceal wall (collectively, "Improvements"). Landlord hereby consents to the construction, installation, operation and maintenance of the Improvements as the same may be substituted from time to time during the term of the Agreement. Tenant shall be solely responsible for the care, repair and maintenance of the Improvements. Upon termination of the Agreement (as amended by this Amendment), AT&T shall

return the Premises to the same condition immediately prior to full execution of the Amendment, reasonable wear and tear excluded.

3. Governmental Approvals. Any required permits for the Improvements shall be obtained by Tenant at Tenant's sole expense. Furthermore, it is understood and agreed that Tenant'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 the "Governmental Approvals") that may be required by any Federal, State or Local authorities which will permit Tenant to install and operate the Improvements as set forth in this Amendment. Tenant shall be responsible for the cost of complying with the Governmental Approvals during the term of the Agreement. Landlord shall cooperate with Tenant in its effort 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 Tenant is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that Tenant in its sole discretion will be unable to install, operate, or maintain the Improvements or Tenant determines that the Improvements are obsolete or unnecessary, Tenant shall have the right to terminate this Amendment; however, the Agreement shall remain in full force and effect. Notice of Tenant's exercise of its right to terminate this Amendment shall be given to Landlord in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Tenant. All fees in connection with the Improvements paid to said termination date shall be retained by Landlord. Upon such termination, this Amendment shall be of no further force or effect, and the parties shall have no further obligations under this Amendment, including the payment of money, to each other.

4. Rent. As consideration for the Improvements, the monthly rental rate due under the Agreement shall be increased by Three Hundred Dollars (\$300.00) per month, payable in advance (the "New Rental Rate"). The New Rental Rate shall commence on the 1st day of the month following the date Tenant commences construction of the Improvements (the "Rent Increase Commencement Date"). Landlord and Tenant agree that they shall acknowledge in writing the Rent Increase Commencement Date. Landlord and Tenant acknowledge and agree that initial New Rental Rate payment shall not actually be sent by Tenant until thirty (30) days after the Rent Increase Commencement Date. As such, the first rent payment will be the initial month's payment of the New Rental Rate, and the payment of the New Rental Rate for the following month payable in advance as prescribed above. The New Rental Rate shall be subject to any escalations as set forth in the Agreement.

5. Environmental. The parties agree and acknowledge that the environmental obligations contained in Section 11 of the Agreement shall apply to the Generator Space and Premises. Notwithstanding anything to the contrary in the foregoing, except to the extent caused by the negligence or willful misconduct of Landlord or Landlord's agents, employees or assigns, Tenant shall hold harmless and indemnify Landlord for any claims directly resulting from any spill or fuel leak resulting from the installation or operation of the Improvements.

6. Taxes.

(a) Pursuant to California Revenue and Tax Code Section 107.6(a), the property interest created by the Improvements may be subject to property taxation or a possessory interest tax, and the Tenant may be subject to the payment of all such taxes levied on the Improvements.

(b) Tenant, at its sole cost, shall have the right to seek a reduction in its assessed value, or to contest any tax. Landlord shall not be required to join in any such effort. If Tenant does not pay such tax, charge or assessment and desires to challenge such, it shall, before such challenge is made, furnish the Landlord a surety bond issued by a qualified company in the state of California, said bond in an amount equal to 110% of the amount not paid and in dispute.

7. Continued Effect. Except as specifically modified by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any term and provision of the Agreement and this Amendment, the terms and provisions of this Amendment shall control. In addition, except as otherwise stated in this Amendment, all initially capitalized terms will have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment.

8. 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 LESSOR:

If to LESSEE:

New Cingular Wireless PCS, LLC
Attn: TAG – LA
Re: Cell Site # CLU1681
Cell Site Name: The Landings
Fixed Asset #: 10104195
1025 Lenox Park Blvd NE
3rd Floor
Atlanta, GA 30319

With copy to:


New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site #
Cell Site Name: The Landings (CA)
Fixed Asset #: 10104195
208 S. Akard Street
Dallas, Texas, 75202-4206

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.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Amendment as of the latter signature date below.

Landlord:

Conejo Recreation and Park District,
a public entity

By: 
Name: JAMES T. FRIEDL
Its: GENERAL MANAGER
Date: 6/17/21

Tenant:

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

By: AT&T Mobility Corporation
Its: Manager ^{Angela Han}

By: 
(Title)

Area Manager

Date: 5/7/2021

From: rm-rits@ems.att.com
To: [Derek Porcella](mailto:Derek.Porcella)
Cc: mc2581@att.com
Subject: FFLOW - Approval Email: Market RLOS || Vendor Smartlink || FA#10104195 || USID 48515 || SiteName DOS VIENTOS COMMUNITY PARK || First Amendment To Option And Land Lease Agreement || 1 || AMD || Request 16423008
Date: Monday, March 8, 2021 7:37:41 AM

Vendor: Smartlink
Tower Owner: INDEPENDENT
Submitter Name: Derek Porcella
Submitter Email derek.porcella@smartlinkgroup.com
Reference: Request ID 16423008
FA: 10104195
Site Name: DOS VIENTOS COMMUNITY PARK
Project manager: mc2581@att.com
Associated Program(s): Major Mods ;
Associated Projects(s): MRLOS070838 ;
Proposed Rent Change: 300.00 / New Rent Amount: 300.00
Market Budget Target: 394.54
Policy reviewed:
Approval Required:
Internal to AT&T: Click here to review the Request details:
<http://fflow.web.att.com/EditRequest.aspx?RequestId=16423008&StageId=489154>

Details:
“Your Submission has completed. Please reference your approval below. If you are Not Approved please confirm with your Project Manager, Thank you”

LMT Type: AMD
Project Type: Rent Impacting Project

Approval Required(if blank PM or AM required only):

Summary of Approval:

Project Manager: Approved
Area Manager: Approved
C&E Director:
C&E AVP:

RAN Approval is dependent on Market specifications:

RAN Director:
RAN AVP:

TS Exception Code:
System Generated Approval: NO
Amendment Consent/Notice or No Tower Work/No Cost projects are automatically Approved.

Submitter Notes: Current ground space: 250 sq ft Proposed additional ground space: 175 sq ft
Proposed total ground space: 425 sq ft Current monthly rent: \$3115.93 Rent increase amount:
\$300.00 Proposed monthly rent: \$3,415.93 Rent Escalator: 3%/year SOW INSTALL (1) 4'X
10' CONCRETE PAD INSTALL (1) 30KW GENERAC DIESEL GENERATOR WITH 190
GALLON SUBBASE FUEL TANK AND LEVEL 2 ACOUSTIC ENCLOSURE
INTEGRATE EXISTING ELECTRICAL SERVICE WITH NEW GENERATOR INSTALL
(1) ATS (AUTOMATIC TRANSFER SWITCH) WITH (N) CAMLOCK REMOVE AND
RECAP EXISTING CAMLOCK INSTALL (1) H-FRAME INSTALL (1) FIRE
EXTINGUISHER INSTALL (1) (N) CMU WALL RELOCATE OR REPLACE EXISTING
SHRUBS ON OUTSIDE OF NEW WALL TO SHROUD FROM BORCHARD ROAD

Market: Ventura
Cell Site Number: SNBBCAV143
Bechtel Site Number: 950015503
Cell Site Name: Conejo/Jenny/V143

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, having a mailing address of 403 West Hillcrest Drive, Thousand Oaks, CA 91360 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of P.O. Box 2088, Rancho Cordova, CA 95741-2088 (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, in the County of Ventura, State of California (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business to provide space for certain of Tenant's equipment necessary or advisable for the operation of its antennas and associated communications fixtures and equipment. 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 containing approximately 250 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 any 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, 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 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 arising directly or indirectly out of Tenant's Tests.

(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 written notification to Landlord and the 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.

(d) During the Initial Option Term and any extension thereof, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Premises to the Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.

2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, above ground equipment enclosure and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as 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 enclosure to the antennas, electric lines from the main feed to the equipment enclosure and communication lines from the main entry point to the equipment enclosure, and upon Landlord approval, not be unreasonably withheld, 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, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Subject to Landlord approval, not to be unreasonably withheld, 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, upon the same terms and conditions set forth herein, except that the Rent 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 Tenant's request is approved by Landlord, Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order 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 effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "**Term Commencement Date**"). The Initial Term will terminate on the fifth (5th) 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 existing 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 first day that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay the Landlord a monthly rental payment of Two Thousand Dollars and No/100 Dollars (\$2,000.00) ("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. 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 4a above shall be increased annually by three (3) percent.

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.

(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.

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 Paragraph 15 Default and Right to Cure of this Agreement after the applicable cure periods;

(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; or

(d) by Tenant upon sixty (60) days prior written notice to Landlord for any reason, so long as Tenant pays Landlord a termination fee equal to three (3) months Rent, at the then current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of Paragraphs 5(b) Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 8 Interference, 11(d) Environmental, 18 Severability, 19 Condemnation or 20 Casualty of this Agreement.

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 Landlord's liability arising out of its interest in the Property.

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 or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant 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 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 omission of Tenant, its employees, agents or independent contractors.

(c) Notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each 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; (ii) the Property is not encumbered by 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 Paragraph 11 Environmental 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 Paragraph 11 Environmental 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 pedestrian access to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. Vehicular access by Tenant is prohibited without prior approval and authorization from Landlord. If approved, Landlord will grant Tenant an easement evidencing the right for such access. . 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.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. 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 any foundations, underground utilities, or any part of the Communication Facility.

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 tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from the Landlord. When submetering is necessary and available, Landlord will on a quarterly basis provide Tenant with the sub-metered usage data as determined by the Landlord's electrical provider and charge Tenant at the then current per unit rate of electricity for the Tenant's usage. Failure by Landlord to perform this function will in no way limit utility fee recovery by Landlord at a later time. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

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 will have the right to assign, sell or transfer its interest under this Agreement without the approval or consent of Landlord, to the Tenant's principal, affiliates, subsidiaries, subsidiaries of its principal or to any entity which acquires all or substantially all of the 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 notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Tenant may not otherwise assign this Agreement without Landlord's consent, Landlord's consent not to be unreasonably withheld, conditioned or delayed. Any sublease that is entered into by the Tenant shall be subject to the provisions of the Lease.

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: New Cingular Wireless Services
c/o Wireless Asset Management
Re: Cingular Cell Site #SNBBCAV143; Cell Site Name: Conejo/Jenny/V143
P.O. Box 2088
Rancho Cordova, CA 95741-2088

With a copy to: New Cingular Wireless Services
12900 Park Plaza Drive
Cerritos, CA 90703
Attn: Daniel E. Smith, Sr. Corporate Counsel
RE: Cingular Cell Site # SNBBCAV143; Cell Site Name: Conejo/Jenny/V143

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. .

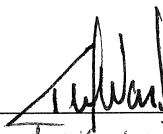
(h) **No Electronic Signature/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon 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: Tex Ward
Its: General Manager
Date: 2/18/05

"TENANT"

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

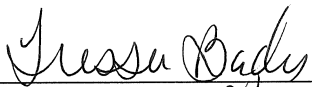
By: 
Print Name: Tressu Bader
Its: Director
Date: 1/28/05

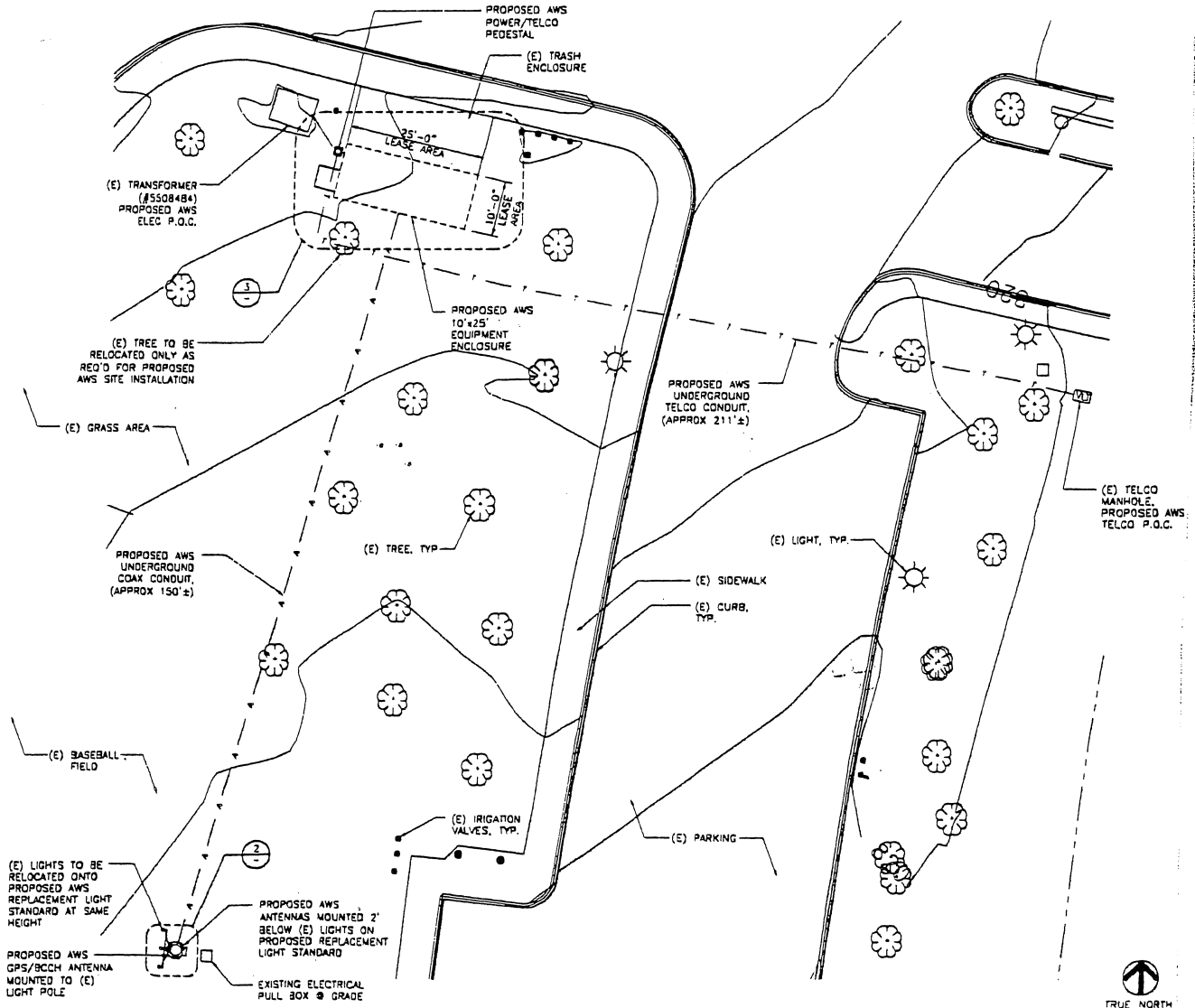
EXHIBIT 1

DESCRIPTION OF PREMISES

Page One of One

To the Agreement dated Feb. 18, 2005, by and between Conejo Recreation and Park 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:



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.

CITY OF THOUSAND OAKS
COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION FOR DEVELOPMENT PERMIT/SPECIAL USE PERMIT

DATE: 2/17/05

Pre-Application
Review No. 04-71431 PAR

Assessor's
Parcel No. 236 - 195 - 015

TYPE OF PERMIT SUP

(Development Permit or Special Use Permit)

NAME OF APPLICANT: ATTI Wireless Services (AWS)
(Person, Firm or Corporation)

ADDRESS OF APPLICANT: 12900 Park Plaza Drive Cerritos, CA 90703
(Street) (City, State and ZIP Code)

PHONE # OF APPLICANT: () (805) 886-7663
(Home) (Business)

ARCHITECT:

ENGINEER:

Connell Design Group
(Firm/Company)
15615 Alton Pkwy Ste. 360
(Street)
Irvine, CA 92618
(City/State/ZIP Code)
949-753-8807
(Business Telephone No.)

Same as Architect
(Firm/Company)

(Street)

(City/State/ZIP Code)

(Business Telephone No.)

APPLICATION REQUEST: (Describe in detail the nature of the development or purpose for which the building, structure, improvement or premise is to be used.) an unmanned wireless telecommunications

facility consisting of 6 panel antennas to be attached to new (replacement) ball field
light standard. Radio equipment, power and telephone connections to be housed in

LOCATION OF PROPERTY: Dos Vientos Community Park Expanded trash enclosure. (Existing).
4901 Borchart, Rd. Newbury Park, CA
(Street Address with ZIP Code) 93120.

Located on the (N,S,E,W) side of Borchart Road at end of Rancho Dos Vientos Dr.

approximately 100' feet (N,S,E,W) of Parking lot

in the Newbury Park Area.
(Newbury Park, Thousand Oaks, Westlake Village)

Age of Property Na
(Gross)

Na
(Net)



CITY OF THOUSAND OAKS
COMMUNITY DEVELOPMENT DEPARTMENT
OWNER'S STATEMENT AND CERTIFICATION

CHECK APPROPRIATE CATEGORY:

Development Permit _____

Special Use Permit Sup 04-71431

Major or Minor Modification No. (if applicable) _____

Commercial _____

Industrial _____

Institutional _____

Other

Acreage: _____
(Gross)

_____ (Net)

Number of Buildings _____

Are there any special setbacks existing by deed? N/A

Identify deed restrictions, existing and proposed: N/A

Current zoning of the property is: ~~RPO~~ RPD as shown on Thousand Oaks Zoning Map,

Section(s) A-6

CURRENT OWNER OF RECORD

ARCHITECT/ENGINEER

Name Conejo Recreation + Park District

Name Same as 1st Page

Address 403 W. Hillcrest Dr.

Company _____

City Thousand Oaks

Address _____

State CA Zip 91360

City _____

Phone () n/a
(Home)

State _____ Zip _____

Phone (805) 495-6471
(Business)

Phone () _____
(Business)

I, (Print Name) JIM FRIEDL declare under penalty of perjury by the laws of the State of California, that I am the owner of the property involved in this application and that the foregoing statements and the information herewith submitted are in all respects true and correct to the best of my knowledge and belief.

Signature

/s/ ORIGINAL TO CINCULAR AT&T

Date

2/10/05

IF THE PROPERTY OWNER/APPLICANT is a Corporation, the name, address and title of all officers of the Corporation shall accompany this application. If the property owner/applicant are general partners, their names and addresses shall accompany this application.

RECORDING REQUESTED BY AND

WHEN RECORDED MAIL TO:

AT&T Wireless
Attn: Lease Administration
RE: AWS Cell Site #: SNBBCAV143
Cell Site Name: Conejo / Jenny / V143
P.O. Box 2088
Rancho Cordova, CA 95741-2088

State: California
County: Ventura
Cell Site No.: SNBBCAV143
Cell Site Name: Conejo / Jenny / V143

**MEMORANDUM
OF
LEASE**

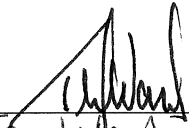
This Memorandum of Lease is entered into on this 18th day of February, 2005, by and between Conejo Recreation and Park District, having a mailing address of 403 West Hillcrest Drive, Thousand Oaks, CA 91360 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of P.O. Box 2088, Rancho Cordova, CA 95741-2088 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Lease Agreement ("Agreement") on the 18th day of February, 2005, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The term of the Agreement is for an Initial Term of five (5) years commencing on the date that Tenant commences construction and ending on the last day of the month in which the fifth (5th) anniversary of the Commencement Date occurs, with four (4) successive five (5) year options to renew.
3. Tenant is leasing a portion of the land (the "Property") described in **Exhibit 1** annexed hereto.
4. 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 Lease as of the day and year first above written.

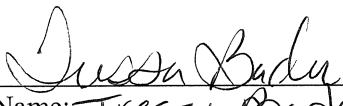
"LANDLORD"

Conejo Recreation and Park District

By: 
Print Name: Tex Ward
Its: General Manager
Date: Feb. 18, 2005

"TENANT"

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

By: 
Print Name: Tressa Bader
Its: Director
Date: 1/28/05

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Ventura } ss.

On 2/18/05 before me, Shirley Ohren Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Tex Ward
Name(s) of Signer(s)

- personally known to me
- 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.

Shirley Ohren
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Memorandum of Lease

Document Date: 2/18/05 Number of Pages: _____

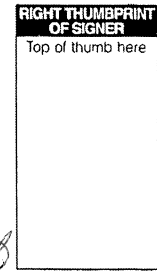
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: Tex Ward

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: General Manager

Signer Is Representing: Conejo Recreation Park District



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of Los Angeles } ss.

On January 28, 2005 before me, Cathy Norman, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared TRESSA BADER
Name(s) of Signer(s)

- personally known to me
- 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.

Cathy Norman
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Memorandum of Lease

Document Date: 1/28/05 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: Director

Signer Is Representing: Tenant

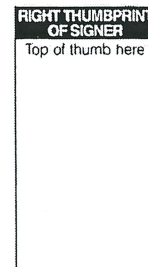


EXHIBIT 1

DESCRIPTION OF PROPERTY

to the Agreement dated February 18, 2005, by and between Conejo Recreation and Park District, having a mailing address of 403 West Hillcrest Drive, Thousand Oaks, CA 91360 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of P.O. Box 2088, Rancho Cordova, CA 95741-2088 (hereinafter referred to as "**Tenant**").

The Property is described as follows:

PLEASE SEE ATTACHED

EXHIBIT "ONE"

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.

Assessor's Parcel No: 236-0-195-015

LETTER OF AUTHORIZATION

This authorization is not a commitment of any kind. All land-use approvals obtained will be subject to the successful completion of lease negotiations and the approval of site plans by an authorized representative.

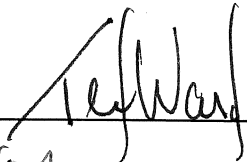
In order to determine the viability and permit the use of a wireless antenna facility on the real property ("Property") at the address stated below, the undersigned authority hereby grants, consents, and agrees with New Cingular Wireless PCS, LLC, a Delaware limited liability company, as follows:

1. Entry. Owner or authorized agent consents that approved New Cingular Wireless representatives may enter upon the Property to conduct and perform the following permitted activities: boundary and positioning surveys, radio propagation studies, existing service capacity power and telephone surveys, and visual inspections of the Property. New Cingular Wireless agrees to be responsible for any and all costs related to those surveys and investigations.

2. Filings. Owner or authorized agent consents that New Cingular Wireless may make and file applications for the proposed wireless antenna facility on the Property to such local, state and federal governmental entities whose approval may be necessary for this type of use. Submittals and approvals include zoning applications, variances, land use descriptions, and other submittals necessary for this type of use.

3. Telco. Owner or authorized agent consents that New Cingular Wireless may order, coordinate, and install upgraded telephone connectivity to the site. AT&T Wireless agrees to be responsible for any and all costs related to this installation. Owner or authorized agent understands that the upgrade of telephone connectivity does not constitute construction start.

Authorized Signature:



Print Name:

Tex Ward

Title:

General Manager

Company (if applicable):

Conejo Recreation and Park District

Phone number:

(805) 495-6471

Dated:

February 17th 2005

Assessor's Parcel Number:

236-0-195-015

Property Address:

4801 Borchard Road

Newbury Park, Ca

91320



CONEJO RECREATION & PARK DISTRICT

GENERAL MANAGER
Tex Ward

BOARD OF DIRECTORS
Michael D. Berger, Chair
Joe Gibson, Vice Chair
Mark H. Jacobsen, Director
George M. Lange, Director
Susan L. Holt, Director

May 6, 2005

John Prescott
Community Development Director
2100 Thousand Oaks Boulevard
Thousand Oaks, CA 91362

**RE: Planning Commission May 9, 2005 Agenda – Case No. 6C.
SUP 05-70096 AT&T Wireless Communications Facility at Dos Vientos
Community Park**

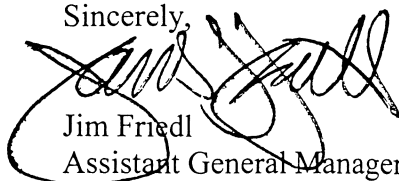
Support Staff Recommendation

Dear Mr. Prescott:

The Board of Directors for Conejo Recreation & Park District authorized AT&T Wireless to pursue the above-referenced entitlement at its regularly scheduled Board meeting on February 17th, 2005. The District has several such wireless facilities on District property. District staff has reviewed and supports the City staff's recommendations.

We appreciate the work of City staff and the Planning Commission in preparing for and considering this project. If you have any questions or need additional information, please contact me at (805) 495-6471.

Sincerely,



Jim Friedl
Assistant General Manager
Conejo Recreation & Park District

c: Board of Directors
Tex Ward, General Manager