

TOWER SUBLEASE AGREEMENT

SPRINT SPECTRUM REALTY COMPANY, L.P.

and

COUNTY OF SAN MATEO

Site Lease Identification Number:

SF13XC901—Montara Sanitary District

TOWER SUBLEASE AGREEMENT

THIS TOWER SUBLEASE AGREEMENT ("Agreement") is entered into as of the _____ day of _____, 2002, by and between SPRINT SPECTRUM REALTY COMPANY, L.P., a Delaware limited partnership ("Landlord") and THE COUNTY OF SAN MATEO, a California governmental agency ("Tenant").

RECITALS

Pursuant to a certain Ground Lease, Landlord leases real property, which contains a structure ("Tower") owned by Landlord ("Site"). Tenant wishes to lease from Landlord on a non-exclusive basis certain portions of said property for the purpose of locating unmanned radio communications equipment on Landlord's tower.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. PREMISES

Subject to the terms of the applicable Ground Lease which is attached hereto and incorporated herein as **Exhibit "D"**, Landlord subleases to Tenant, and Tenant Subleases from Landlord, space on the tower at an Antenna Centerline ("ACL") of 39', 36, and 26' feet from the base of the Tower for installation of Tenant's communications equipment located as follows:

Premises Address: 8888 Cabrillo Highway
 Montara, CA
 County of San Mateo

Premises Legal Description: **See Exhibit 1**

Premises Size: Approx. 190 sq. ft.

Unless set forth on attached Exhibit B, Tenant shall have no right to use or construct a communications shelter at the Property. Landlord also grants to Tenant any Access Easement and Utility Easement granted to Landlord in the Ground Lease. The Tower space, the Access Easement, the Utility Easement and the right, if applicable, to construct or use Landlord's existing communications shelter are referred to collectively in this Agreement as the "Premises".

The space on the tower is hereinafter referred to as the "Premises".

2. USE

The Premises may be used by Tenant only for the installation, operation and maintenance of unmanned radio communications equipment, and utility lines (a "Communications Facility") consistent with the terms of this Agreement.

Tenant must, at Tenant's sole expense, comply with all laws, orders, ordinances, regulations and directives of applicable federal, state, county, and municipal authorities or regulatory agencies, including, without limitation, the Federal Communications Commission ("FCC").

Tenant must operate the Communications Facility in a manner that does not interfere with the operations on the Premises of any users existing as of the Commencement Date of this Agreement.

If requested in writing by Tenant, Landlord agrees to reasonably cooperate with Tenant, at Tenant's sole expense, in processing such documents or applications required in order for Tenant to obtain such licenses, permits or other governmental approvals needed for Tenant's permitted use of the Premises.

3. TERM

The initial term of this Agreement ("Initial Term") will be five (5) years from the Commencement Date. The Commencement Date ("Commencement Date") is defined as the commencement of construction or installation of equipment at the Premises or ninety (90) days from the date of execution of this Agreement, whichever occurs first. Any physical activity on the Premises by Tenant, other than those preliminary surveys, inspections, or other reasonably necessary tests, will constitute the commencement of construction, unless otherwise terminated as provided in this Agreement. Subject to the terms of the Ground Lease, the term of this Agreement will be automatically renewed for four (4) additional consecutive terms of five (5) years each (each a "Renewal Term"), unless Tenant provides Landlord with written notice of intention not to renew not less than six (6) months prior to the expiration of the Initial Term or the Renewal Term; provided, however, that this Agreement will immediately terminate upon the termination or expiration of the Ground Lease.

4. FEES

4.1 Fee. The yearly lease fee (the "Fee") for the Premises will be payable on or before the first day of the first month immediately following the Commencement Date or and on or before the yearly anniversary of said commencement date. The Fee will be payable to Landlord at:

Sprint Spectrum L.P.
Dept. CH10232

Palantine, IL 60055-0232

The Fee for the Premises will be determined in accordance with the Fee Schedule attached hereto as Exhibit C. Tenant shall include with its payment of Rent the Site Lease Identification Number.

4.2 Late Fee. If Tenant fails to pay any Fee within twenty (20) calendar days of the date when due, Landlord may require that Tenant pay to Landlord a late fee of \$25.00 per Site. The late fee is in addition to the interest Landlord may assess under Section 4.4 of this Agreement.

4.3 Adjustment. The Fee for the Premises will be adjusted annually on the anniversary date of this Agreement by an amount equal to four percent (4%) over the previous year's fees.

4.4 Interest. Any Fee not paid within twenty (20) calendar days of its due date will bear interest (the "Past Due Interest Rate") until paid at the lesser of:

4.4.1 the rate of interest per annum equal to the interest rate then being quoted by Chase Manhattan Bank (or its successor) as its prime rate plus two (2) points; or

4.4.2 the maximum rate allowed under the law of the state in which the - is located.

Interest on any past due Fee shall be calculated on a daily basis.

4.5 Additional Ground Rent. Not Applicable to this Lease – Tenant has own ground space.

4.6 Lump Sum. If Landlord must pay a lump sum to Land Owner as a result of the execution of this Agreement, or if Landlord must pay a lump sum to Land Owner or to any other person or entity to obtain additional ground space or access rights to accommodate Tenant's needs on this Site (collectively, "**Lump Sum**"), Landlord will be solely responsible for the payment of the Lump Sum. Landlord will pay the Lump Sum to Land Owner or other person or entity, but Tenant agrees to reimburse Landlord within ten (10) business days after written request for any Lump Sum and for any other sum which Landlord may be obligated to pay to the Land Owner or other person or entity as a result of the execution of this Agreement.

4.7 Additional Ground Space. If it is necessary to obtain additional ground space or access rights to accommodate Tenant's needs at this Site, Landlord, at Landlord's sole and absolute discretion, will attempt to secure such additional ground space. If Landlord elects to retain a site acquisition consultant to obtain the necessary additional ground space or access rights, Landlord will be responsible for paying the fees and costs of the site acquisition consultant.

4.7.1 Tenant will be solely responsible for all rent or other sums payable to Land Owner or other third party for additional ground space and/or access rights;

4.7.2 the Premises leased to Tenant hereunder will not include any ground space, but will be space on Landlord's tower only.

4.8 Other Amounts. Any sums due to Landlord under this Agreement which are not specifically defined as "Fees" are deemed additional Fees and are subject to the interest charges specified in Section 4.4 and any other provisions of this Agreement which address Fees.

5. INTERFERENCE

5.1 In the event the Communications Facility or any part thereof causes interference to other users of the Site existing as of the Commencement Date described in this Agreement, Tenant must take all steps necessary to correct and eliminate the interference within forty-eight (48) hours of the transmittal by Landlord via facsimile, or other written notice defined in this Agreement, to Tenant. If such interference by Tenant cannot be eliminated within a reasonable length of time, not to exceed forty-eight (48) hours after notice thereof for interference, Tenant will cause the interference to cease, except for brief tests necessary for the elimination of the interference. Landlord and Tenant each agree to all applicable FCC rules and regulations. If within thirty (30) days of Tenant's receipt of such notice the interference has not been eliminated, Landlord has the right without further notice to terminate this Agreement. Tenant agrees to provide and perform adequate testing and evaluation for interference with its operation based upon the written information supplied by each party to the other as to its own equipment, specifications and use, when such testing is requested and required by Landlord prior to Tenant receiving approval to commence construction or installation at a Site.

5.2 In the event Landlord's tenants' equipment, existing subsequent to the Commencement Date described in this Agreement, causes interference to Tenant, Landlord must take all reasonable steps necessary to correct and eliminate the interference within forty-eight (48) hours of the transmittal by Tenant via facsimile, or other written notice defined in this Agreement, to Landlord. If such measurable adverse interference by Landlord's tenant cannot be eliminated within a reasonable length of time, not to exceed forty-eight (48) hours after notice thereof for material interference, Landlord will cause the interference to cease, except for brief tests necessary for the elimination of the interference. Landlord and Tenant each agree to all applicable FCC rules and regulations. In the event Landlord fails to have the interference corrected and eliminated within thirty (30) days of receipt of such notice, Tenant has the right, in addition to any other rights, to terminate this Agreement.

6. TERMINATION

6.1 **By Tenant.** In addition to any other rights to terminate this Agreement, Tenant has the right to terminate this Agreement at will and without cause upon sixty (60) days prior written notice if:

- 6.1.1 Any certificate, permit, license or approval affecting Tenant's ability to use the Premises in the manner originally intended by Tenant is rejected despite Tenant's best efforts to obtain the same; or
- 6.1.2 If any previously issued certificate, permit, license or approval is canceled, expires, lapses, or is otherwise withdrawn or terminated by the applicable governmental agency despite Tenant's best efforts to maintain the same.

7. IMPROVEMENT AND CONSTRUCTION

7.1 Approved Communications Facility. Tenant has the right at Tenant's sole cost and expense to erect, maintain, replace and operate at the Premises only the Communications Facility specified in this Agreement. Prior to commencing any installation or material alteration of the Communications Facility, Tenant must obtain Landlord's prior written approval, which approval will not be unreasonably withheld, conditioned or delayed, of:

7.1.1 Tenant's plans for installation or alteration work and such other relevant information Landlord may reasonably request, including but not limited to working drawings, in order to approve Tenant's installation and alteration work; and

7.1.2 the precise location of the Communications Facility on the Site.

Tenant's replacement of equipment with equipment of (a) the same wind loading and structural loading, and substantially the same size, weight and height, and (b) operating at the frequency set forth in this Agreement, in the course of repairs or upgrading the Communications Facility, is not a material alteration. Tenant must provide Landlord with plans including a written structural tower analysis report prepared by a licensed engineer reasonably acceptable to Landlord for any initial installation or replacement not less than thirty (30) days prior to the commencement of any work performed at the Premises in connection with the initial installation or replacement of the Communications Facility.

All of Tenant's installation and alteration work must be performed:

7.1.3 at Tenant's sole cost and expense;

7.1.4 in a good and workmanlike manner;

7.1.5 must not adversely affect the structural integrity or maintenance or marketability of the Site or any structure on the Site.

Any structural alterations to a structure on the Site must be designed by a licensed structural engineer at Tenant's sole cost and expense and pre-approved in writing by Landlord, which approval will not be unreasonably withheld, conditioned or delayed. For structural alterations on a tower, such structural engineer must be preapproved in writing by Landlord, which approval will not be unreasonably withheld, conditioned or delayed. For structural alterations requiring a building permit, the structural engineer must be satisfactory to the local municipality.

7.2 Liens. Tenant must keep the Premises and Site free from any liens arising from any work performed, materials furnished, or obligations incurred by or at the request of Tenant, Tenant's agents, employees or contractors.

If any lien is filed against the Premises or Site as a result of the acts or omissions of Tenant, or Tenant's employees, agents or contractors, Tenant must discharge the lien or bond the lien off, in a commercially reasonable manner, within thirty (30) days after Tenant receives written notice from any party that the lien has been filed.

If Tenant fails to discharge or bond any lien within such period, then, in addition to any other right or remedy of Landlord, Landlord may, at Landlord's election, discharge the lien by either paying the amount claimed to be due or obtaining the discharge by deposit with a court or a title company or by bonding.

Tenant must pay, within thirty (30) days of receipt of Landlord's written demand, any amount paid by Landlord for the discharge or satisfaction of any lien, and all reasonable attorneys' fees and other legal expenses of Landlord incurred in defending any such action or in obtaining the discharge of such lien, together with all necessary disbursements in connection therewith.

7.3 Possession. Taking possession of the Premises and Site by Tenant is conclusive evidence that Tenant:

- 7.3.1 accepts the Premises and Site as suitable for the purposes for which they are leased;
- 7.3.2 accepts the Premises and Site and any structure on the Site and every part and appurtenance thereof AS IS, with all faults; and
- 7.3.3 waives any and all claims against Landlord in respect of defects in the Site and/or Premises, any structure located thereon and its appurtenances, their habitability or suitability for any permitted purposes.

Tenant is deemed to take possession as of the Commencement Date. Conducting tests and inspections on the Premises is not the commencement of construction or installation.

8. UTILITIES

Tenant has the right, at Tenant's sole cost and expense, to obtain electrical and telephone service from any utility company that currently provides such service to the Premises. Tenant must arrange for the installation of a separate meter and main breaker, subject to Landlord's right to pre-approve in writing the exact location of proposed utility

routes and the manner of installation, which approval will not be unreasonably withheld, conditioned or delayed. Tenant must pay for all utility services utilized by Tenant in the operation of the Communications Facility at the Site prior to delinquency.

9. ACCESS

Subject to the terms of the Ground Lease, the following provisions will govern access to the Premises:

Tenant acknowledges that the following access rights are subject to any limitations or restrictions on access imposed upon Landlord (and therefore upon Tenant) by the underlying document or documents evidencing Landlord's underlying real estate interest including any ground lease or master lease ("Ground Lease") relating to a particular Site, except limitations or restrictions imposed by a landlord which is an affiliate of Landlord will not be more restrictive than those contained in this Section. Tenant agrees to abide by such limitations or restrictions as provided in the Ground Lease, copies of which will be provided to Tenant by Landlord together with this Agreement, and attached hereto as Exhibit "D". Only authorized employees of Tenant and contractors pre-approved in writing by Landlord may access the Site and Premises, Landlord's approval not to be unreasonably withheld, conditioned or delayed. Under no circumstances may Tenant or anyone acting by or on behalf of Tenant access the antenna support structure without the prior written approval of Landlord.

9.1 Construction. Access for construction, routine maintenance and repair and other non-emergency visits, except as otherwise prohibited by law or the Ground Lease, is during normal business hours (defined as Monday through Saturday, 7 a.m. to 7 p.m.).

9.2 Emergency. In the event of emergency, Tenant is entitled to access the Premises twenty-four (24) hours per day, seven (7) days per week.

9.3 Type of Access. Access to the Premises may be by foot or motor vehicle, including trucks and equipment.

10. TAXES AND ASSESSMENTS

Tenant must pay as additional Fees any increases in taxes or other assessments, including but not limited to real estate taxes, and any new taxes or assessments attributable to Tenant's use of the Premises; provided, Landlord is responsible for payment of such taxes or other assessments under the terms of the Ground Lease. If the additional Fee is not directly allocated to the Premises, the amount of the additional Fee will be determined based upon Tenant's share of the total tax or assessment, or increase thereto, based upon a percentage wherein the numerator is Tenant's annual Fee payment for the Site and the denominator is the total annual net revenue received by Landlord by all users of the Site. Landlord will provide reasonable documentation of the taxes and assessments attributable to Tenant's use of the Premises.

11. INSURANCE

11.1 Policies of Insurance. All required insurance policies must be taken out with reputable national insurers that are licensed to conduct business in the jurisdiction where the Premises and Site is located. Each party agrees that certificates of insurance will be delivered to the other party as soon as practicable after the placing of the required insurance, but not later than the Commencement Date of this Agreement. All policies must contain an undertaking by the insurers to notify the other party in writing not less than thirty (30) days before any material changes, reduction in coverage, cancellation, or termination of the insurance. Self insurance may be substituted in place of the purchase of commercial insurance.

11.2 Required Insurance of Tenant. Tenant must, during the Initial Term and all Renewal Terms of this Agreement and at Tenant's sole expense, obtain and keep in force, not less than the following insurance:

- 11.2.1 Property insurance, including coverage for fire, extended coverage, vandalism and malicious mischief, upon each Communications Facility in an amount not less than ninety percent (90%) of the full replacement cost of the Communications Facility;
- 11.2.2 Commercial General Liability written on an occurrence basis insuring operations hazard, independent contractor hazard, contractual liability, and products and completed operations liability, in limits not less than \$5,000,000 combined single limit for each occurrence for bodily injury, personal injury and property damage liability, naming Landlord as an additional insured;
- 11.2.3 Statutory Workers' Compensation and Employer's Liability insurance in an amount not less than \$1,000,000;
- 11.2.4 All insurers will be rated A-:VIII or better; and
- 11.2.5 Automobile Liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and/or property damage. Insurance must include coverage for all automobiles including hired and non-owned.

11.3 Required Insurance of Landlord. Landlord must, during the term of this Agreement and at Landlord's sole expense, obtain and keep in force, the following insurance:

11.3.1 Property insurance, including coverage for fire, extended coverage, vandalism and malicious mischief on the Site, in an amount not less than 90% of the full replacement cost of the Site (excluding, however, the Communications Facility);

11.3.2 Commercial General Liability insuring operations hazard, independent contractor hazard, contractual liability and products and completed operations liability, in limits not less than \$5,000,000 combined single limit for each occurrence for bodily injury, personal injury and property damage liability; and

11.3.3 Statutory Worker's Compensation and Employer's Liability insurance.

11.4 No Limitation on Liability. The provision of insurance required in this Agreement will not be construed to limit or otherwise affect the liability of any party to the other party.

11.5 Compliance. Provided Tenant has been provided a copy of Landlord's insurance policies, Tenant will not do or permit to be done in or about the Premises or Site, nor bring or keep or permit to be brought to the Premises or Site, anything that:

11.5.1 is prohibited by any insurance policy carried by Landlord covering the Site, any improvements thereon, or the Premises; or

11.5.2 will increase the existing premiums for any such policy beyond that contemplated for the addition of the Communications Facility.

Landlord acknowledges and agrees that the installation of the Communications Facility upon the Premises in accordance with the terms and conditions of this Agreement will be considered within the underwriting requirements of any of Landlord's insurers and such premiums contemplate the addition of the Communications Facility.

11.6 Release. Landlord and Tenant release each other, and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the Premises, the Site and any improvements thereon, that are caused by, or result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage and any risks which would be covered by the insurance which such party is required to carry hereunder. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against the other party in connection with any damage covered by any policy.

12. INDEMNIFICATION

12.1 Indemnification by Tenant. Tenant must indemnify and defend Landlord and save Landlord harmless from and against any and all claims, actions, damages, liability and expense in connection with the loss of life, personal injury, and/or damages to property arising from or out of:

12.1.1 any occurrence in, upon or at the Premises or the Site caused by the act or omission of Tenant or Tenant's agents, employees customers, invitees, concessionaires, contractors, vendors, materialmen or suppliers, except to the extent caused by the negligence or willful misconduct of Landlord, Landlord's agents, employees or contractors;

12.1.2 any occurrence caused by the violation of any law, regulation or ordinance applicable to Tenant's use of or presence on the Premises or the Site or the use of or presence on the Premises or the Site by Tenant's agents, customers, invitees, concessionaires, contractors, servants, vendors, materialmen or suppliers; or

If Landlord is made a party to any litigation commenced by or against Tenant for any of the above reasons, then Tenant must defend, protect and hold Landlord harmless and pay all costs, penalties, charges, damages, expenses, deferred costs incurred or paid by Landlord.

12.2 Indemnification by Landlord. Landlord must indemnify and defend Tenant and save it harmless from and against any and all claims, actions, damages,

liability and expense in connection with the loss of life, personal injury, and/or damage to property arising from or out of:

12.2.1 any occurrence in, upon or at the Premises or the Site caused by the act or omission of Landlord or Landlord's agents, employees or contractors, except to the extent caused by the negligence or willful misconduct of Tenant, Tenant's agents, customers, invitees, concessionaires, contractors, servants, vendors, materialmen or suppliers;

12.2.2 any occurrence caused by the violation of any law, regulation or ordinance applicable to Landlord's actual use of or presence on the Premises or the Site or the actual use of or presence on the Premises or the Site by Landlord's agents, employees or contractors; or

If Tenant is made a party to any litigation commenced by or against Landlord for any of the above reasons, then Landlord must defend, protect and hold Tenant harmless and pay all costs, penalties, charges, damages, expenses, defense costs incurred or paid by Tenant.

12.3 Survival. The provisions of this Section 12 will survive the expiration or earlier termination of this Agreement.

13. ASSIGNMENT

13.1 By Tenant. Notwithstanding any provision to the contrary, Tenant may assign this Agreement, either in whole or in part, to any subsidiary or affiliate of Tenant provided Tenant notifies Landlord in writing of its intention to so assign, and Landlord consents, in writing, to such assignment, which consent will not be unreasonably withheld. For purposes of this Section, the terms "subsidiary" and "affiliate" will be defined as any corporation or entity which controls Tenant, is controlled by Tenant or is under the common control with Tenant by the same parent corporation or other entity or successor of Tenant, provided such successor is in the same business as Tenant. The assignment of this Agreement does not constitute a release of any liability that Tenant or any subsequent assignor has for the performance of this Agreement. Tenant will not assign, or otherwise transfer this Agreement or sublet any Premises to any other party other than as set forth in this Section 13.1 without Landlord's prior written consent.

13.2 By Landlord. Landlord may make any sale, lease, sublease, license, assignment or transfer of this Agreement, provided such sale, lease, license, assignment or transfer is subject to the terms and conditions of this Agreement. Landlord may sell, lease, license, assign or transfer this Agreement, without notice to or consent of Tenant or

any permitted assignee of Tenant. The sale, lease, license assignment or transfer of this Agreement automatically releases Landlord of any and all obligations under this Agreement.

14. REPAIRS

14.1 Tenant's Obligation. Tenant must, at all times during the term of this Agreement, at Tenant's sole cost and expense, keep and maintain the Communications Facility in a structurally safe and sound condition and in good repair.

If Tenant does not make such repairs within thirty (30) days after receipt of written notice from Landlord requesting such repairs and such repairs are required, then Landlord may, at Landlord's option, make the repairs. Tenant must pay Landlord within thirty (30) days of Tenant's receipt of Landlord's written demand, Landlord's reasonable, actual costs in making the repairs, plus Landlord's actual overhead.

If Tenant commences to make repairs within thirty (30) days after any notice from Landlord requesting such repairs and thereafter continuously and diligently pursues and completes such repair, then the thirty (30) day cure period will extend for up to an additional thirty (30) days to permit Tenant to complete such repairs.

If emergency repairs are needed to protect persons, or property, or to allow the use of the Premises or Site, Tenant must immediately correct the safety or use problem, even if a full repair cannot be made at that time.

14.2 Landlord's Obligation. Landlord must, at all times during the term of this Agreement and at Landlord's sole cost and expense, keep and maintain the premises (other than the Communications Facility) in a structurally sound and safe condition.

If Tenant is unable to use the Communications Facility because of repairs required on the Site, and which are the obligation of Landlord, then Tenant may, if permitted by the Ground Lease, at Tenant's expense, including the cost of any required permits, immediately erect on the Premises or an unused portion of the Site a temporary Communications Facility, including any supporting structure, while Landlord makes repairs to the Premises.

15. CASUALTY OR CONDEMNATION

15.1 Casualty. If there is a casualty to the premises upon which the Communications Facility is located, Landlord must within ninety (90) days repair or restore the structure. Tenant may, if permitted by the Ground Lease, at Tenant's expense, including obtaining requisite approvals and permits, immediately erect on the Premises or an unused portion of the Site a temporary Communications Facility, including any supporting structure, while Landlord makes repairs to the Premises. Upon completion of such repair or restoration, Tenant is entitled to reinstall the Communications Facility. In the event such repairs or restoration will reasonably require more than ninety (90) days to

complete, Tenant is entitled to and Tenant's sole remedy is to terminate this Agreement upon thirty (30) days prior written notice.

15.2 Condemnation. If there is a condemnation of the Site, including without limitation a transfer of the Site by consensual deed in lieu of condemnation, then this Agreement will terminate upon transfer of title to the condemning authority, without further liability to either party under this Agreement. Tenant is entitled to pursue a separate condemnation award for the Communications Facility from the condemning authority.

16. SURRENDER OF PREMISES; HOLDING OVER

Upon the expiration or other termination of this Agreement for any cause whatsoever, Tenant must peacefully vacate the Premises and shall leave the premises in as good order and condition as the same were at the beginning of this Agreement, except for reasonable use, wear and tear and casualty and condemnation. Tenant has the absolute right to remove the Communications Facility. Tenant must immediately repair any damage caused during the removal of the Communications Facility and will return the Premises to substantially its original condition, including the removal of any concrete foundations, normal wear and tear excepted.

If Tenant continues to hold any Premises after the termination of this Agreement, whether the termination occurs by lapse of time or otherwise, such holding over will, unless otherwise agreed to by Landlord in writing, constitute and be construed as a month-to-month tenancy at a monthly Fee equal to 105% of the Fee for this Agreement and subject to all of the other terms set forth in this Agreement.

17. DEFAULT AND REMEDIES

17.1 Tenant's Events of Default. The occurrence of any one or more of the following events constitutes an "event of default" by Tenant under this Agreement:

17.1.1 if Tenant fails to pay any Fee or other sums payable by Tenant for the Premises within twenty (20) calendar days after receipt of written notice from Landlord;

17.1.2 if Tenant fails to perform or observe any other term of this Agreement, including terms and conditions applicable thereto contained in this Agreement, and such failure continues for more than thirty (30) days after receipt of written notice from Landlord; except such thirty (30) day cure period will be extended as reasonably necessary to permit Tenant to complete cure but in no event longer than a total of ninety (90) days so long as Tenant commences cure within

such thirty (30) day cure period and thereafter continuously and diligently pursues and completes such cure;

- 17.1.3 if any petition is filed by or against Tenant, under any section or chapter of the present or any future federal Bankruptcy Code or under any similar law or statute of the United States or any state thereof (and with respect to any petition filed against Tenant, such petition is not dismissed within ninety (90) days after the filing thereof), or Tenant is adjudged bankrupt or insolvent in proceedings filed under any section or chapter of the present or any future federal Bankruptcy Code or under any similar law or statute of the United States or any state thereof;
- 17.1.4 if a receiver, custodian, or trustee is appointed for Tenant or for any of the assets of Tenant and such appointment is not vacated within sixty (60) days of the date of the appointment; or
- 17.1.5 if Tenant becomes insolvent or makes a transfer in fraud of creditors; or
- 17.1.6 if Tenant's equipment is found to be interfering as described in Section 5.1; or
- 17.1.7 breach of any representation, warranty or agreement set forth in this Agreement.

17.2 Landlord's Remedies. If an event of default occurs, while Tenant remains in default, Landlord (without notice or demand except as expressly required above) may terminate this Agreement, in which event Tenant will immediately surrender the Premises to Landlord. Tenant will become liable for damages equal to the total of:

- 17.2.1 the actual costs of recovering the Premises;
- 17.2.2 the Fee earned as of the date of termination, plus interest thereon at the Past Due Interest Rate from the date due until paid;
- 17.2.3 the amount of the Fee and other benefits that Landlord would have received under this Agreement for the remainder of the term under this Agreement after the time of award offset by

Landlord's duty to mitigate damages pursuant to Section 17.4; and

17.2.4 all other sums of money and damages owing by Tenant to Landlord.

17.3 Landlord's Default. If Landlord is in:

19.3.1 breach of any representation, warranty or agreement set forth in this Agreement; or

17.3.2 if Landlord fails to perform or observe any other term of this Agreement, including terms and conditions applicable thereto contained in this Agreement, and such failure continues for more than thirty (30) days after receipt of written notice from Tenant; except such thirty (30) day cure period will be extended as reasonably necessary to permit Landlord to complete the cure so long as Landlord commences cure within such thirty (30) day cure period and thereafter continuously and diligently pursues and completes such cure;

Tenant may, in addition to any other remedy available at law or in equity, at Tenant's option upon written notice,

17.3.3 terminate this Agreement; or

17.3.4 incur any expense reasonably necessary to perform the obligation of Landlord specified in such notice and invoice Landlord for the actual expenses. Any invoice must be accompanied by documentation reasonably detailing actual expenses. If Landlord fails to reimburse the costs within thirty (30) days of receipt of an undisputed written invoice, then Tenant is entitled to offset and deduct such expenses from the Fees or other charges next becoming due under this Agreement.

17.4 Duty to Mitigate Damages. Tenant and Landlord must endeavor in good faith to mitigate damages arising under this Agreement.

18. COVENANT OF QUIET ENJOYMENT

Landlord covenants that, subject to the terms of the Ground Lease, Tenant, upon the payment of Fees and performance of all the terms, covenants and conditions under

this Agreement, will have, hold and enjoy the Premises leased under this Agreement during the term of this Agreement or any renewal or extension thereof. Landlord will take no action not expressly permitted under the terms of this Agreement that will interfere with Tenant's intended use of the Premises nor will Landlord fail to take any action or perform any obligation necessary to fulfill Landlord's covenant of quiet enjoyment in favor of Tenant.

19. COVENANTS AND WARRANTIES

19.1 **Landlord.** Landlord represents, with respect to this Agreement that:

19.1.1 Landlord has a good and marketable leasehold interest or has a valid license or easement in the land on which the Site and Premises are located and has rights of access thereto pursuant to a Ground Lease;

19.1.2 Landlord will not knowingly permit or suffer after the Commencement Date set forth in this Agreement, the installation and existence of any other improvement (including, without limitation, transmission or reception devices) upon the structure or land of which the Site or Premises is a portion if such improvement results in the degradation of transmission or reception by the Communications Facility; and

19.1.3 The Premises are to the best of the actual knowledge of Landlord not contaminated by any Environmental hazards (as defined in Section 20).

19.2 **Mutual.** Each party represents and warrants to the other party that:

19.2.1 it has full right, power and authority to make and enter into this Agreement;

19.2.2 the making of this Agreement and the performance thereof will not violate any laws, ordinance, restrictive covenants, or other agreements under which such party is bound;

19.2.3 that such party is a duly organized and existing corporation or partnership;

19.2.4 the party is qualified to conduct business in any state in which the Premises and Sites are located; and

19.2.5 all persons signing on behalf of such party were authorized to do so by appropriate corporate or partnership action.

19.2.6 The Assistant County Manager shall be the only authorized agent of the County of San Mateo for purposes of giving any notices or exercising any rights, options, privileges, or obligations in the County of San Mateo under this Sublease Agreement. This Sublease Agreement shall not be valid unless executed by the President of the Board of Supervisors of the County of San Mateo pursuant to a resolution adopted in accordance with the California Government Code.

19.3 No Brokers. Tenant and Landlord represent to each other that neither has had any dealings with any real estate brokers or agents in connection with the negotiation of this Agreement.

20. ENVIRONMENTAL MATTERS

Landlord represents that to the best of Landlord's actual knowledge without having conducted any investigation there are no Environmental Hazards on the Site. Nothing in this Agreement will be construed or interpreted to require that Tenant remediate any Environmental Hazards located at the Site unless Tenant or Tenant's officers, employees, agents, or contractors placed the Environmental Hazards on the Site.

Tenant will not bring to, transport across or dispose of any Environmental Hazards on the Premises or Site without Landlord's prior written approval, except Tenant may, if permitted under the terms of the Ground Lease, keep on the Premises substances used in back up power units (such as batteries and diesel generators) commonly used in the wireless telecommunications industry. Tenant's use of any approved substances constituting Environmental Hazards must comply with all applicable laws, ordinances, and regulations governing such use.

Tenant will be responsible for all obligations of compliance with any and all environmental laws, including any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing those standards of liability or standards of conduct with regard to any environmental conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to its activity now or in the future conducted in, on or in any way related to the Premises or Site.

Tenant will hold Landlord harmless and indemnify Landlord from any and all duties, responsibility and liability at its sole cost and expenses, for all losses, costs

(including environmental cleanup, remedial, removal and/or response costs), or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding under federal, state and local law which is in any way related to: (a) a failure to comply with any environmental 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 concerns or conditions as may now or at any time hereafter be in effect at the Premises or Site and (b) any contamination of the Premises or Site or contaminants migrating therefrom, including but not limited to, groundwater, resulting from the presence of hazardous substances, as defined at 42 U.S.C. Section 9601(14), and/or any other substance injurious to the environment or public health and welfare, that are or were in any way related to Tenant's activity now or in the future conducted in, on or in any way related to the Premises or Site.

Tenant will have sole responsibility for the identification, investigation, monitoring and remediation and/or cleanup of any environmental contamination, including but not limited to, groundwater, of the Premises or Site necessitated by Tenant's activity now or in the future conducted in, on or in any way related to the Premises or Site. Notwithstanding the foregoing, Landlord retains whatever rights it may have under law to report to any governmental agency any environmental conditions which may trigger a reporting obligation under any law or regulation.

The term "Environmental Hazards" means hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyl (PCB), petroleum or other fuels (including crude oil or any fraction or derivative thereof) and underground storage tanks. The term "hazardous substances" will be as defined in the Comprehensive Environmental Response, Compensation and Liability Act, and any regulations promulgated pursuant thereto. The term "pollutants" will be as defined in the Clean Water Act, and any regulations promulgated pursuant thereto. This Section 20 will survive termination of this Agreement.

21. SUBORDINATION

21.1 Tenant agrees that this Agreement is subject and subordinate at all times to the lien of all mortgages, security instruments, and deeds of trust securing any amount or amounts whatsoever which may now exist or hereafter be placed on or against the Premises or Site or on or against Landlord's interest or estate therein, and any underlying Ground Lease on the Site, all without the necessity of having further instruments executed by Tenant to effect such subordination, but, with respect to any such liens or leases which arise following execution of this Agreement.

21.2 This Agreement is subject to any restrictions or other terms or conditions contained in the underlying Ground Lease. Tenant agrees to commit no act or omission which would constitute a default under the Ground Lease that Landlord has provided a copy of to Tenant.

If a particular restriction contained in the Ground Lease and not set forth in this Agreement prevents Tenant from the construction, installation, operation or maintenance of or access to the Communications Facility, Tenant is entitled to immediately terminate this Agreement.

Upon the expiration or termination of the underlying Ground Lease, this Agreement automatically terminates without further liability to either party. Tenant acknowledges and agrees that Landlord's underlying lease or license may grant to the property owner the right to terminate such underlying lease or license on the Site, and that in the event of such termination, this Agreement will terminate concurrently herewith. Tenant acknowledges and agrees that Landlord is not obligated to exercise any renewal options under the Ground Lease.

Landlord agrees that Landlord will not breach the terms or conditions of the Ground Lease in a manner that adversely affects Tenant's use of the Premises.

22. MEMORANDUM OF SUBLEASE This section intentionally deleted.

23. GENERAL PROVISIONS

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

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

23.3 Binding Effect. This Agreement will be binding on and inure to the benefit of the respective parties' successors and permitted assignees.

23.4 Captions. The captions of this Agreement are inserted for convenience only and are not to be construed as part of this Agreement or in any way limiting the scope or intent of its provision.

23.5 No Waiver. No provision of this Agreement will be deemed to have been waived by either party unless the waiver is in writing and signed by the party against whom enforcement is attempted. No custom or practice which may develop between the parties in the administration of the terms of this Agreement is to be construed to waive or lessen any party's right to insist upon strict performance of the terms of this Agreement . The rights granted in this Agreement are cumulative of every other right or remedy that the enforcing party may otherwise have at law or in equity or by statute and the exercise of one or more rights or remedies will not prejudice or impair the concurrent or subsequent exercise of other rights or remedies.

The parties acknowledge and agree that they have been represented by counsel and that each of the parties has participated in the drafting of this Agreement. Accordingly, it is the intention and agreement of the parties that the language, terms and conditions of this Agreement are not to be construed in any way against or in favor of any party hereto by reason of the responsibilities in connection with the preparation of this Agreement.

23.6 Notice. Any notice or demand required to be given in this Agreement must be made by certified or registered mail, return receipt requested or reliable overnight courier to the address of other parties set forth below:

Landlord: Sprint Sites USASM
6450 Sprint Parkway
Mailstop KSOPHN0116-Contracts
Overland Park, Kansas 66251

With a copy to: Sprint Sites USA
4457 Willow Road
Suite 202
Pleasanton, CA 94588
Attention: Property Specialist

Tenant: County of San Mateo
Real Property Division
455 County Center, 5th Floor
Redwood City, CA 94063
Attn: Manager, Real Property Division

Any such notice is deemed received one (1) business day following deposit with a reliable overnight courier or five (5) business days following deposit in the United States mail addressed as required above. Landlord or Tenant may from time to time designate any other address for this purpose by written notice to the other party.

23.7 Governing Law. This Agreement is governed by the laws of the state where the Site is located.

23.8 No Liens. The Communications Facility and related property located upon the Premises by Tenant pursuant to the terms of this Agreement will at all times be and remain the property of Tenant and will not be subject to any lien or encumbrance created or suffered by Landlord. Tenant has the right to make such public filings as it deems necessary or desirable to evidence Tenant's ownership of the Communications Facility. Landlord waives all Landlord's or landlord's lien on any property of Tenant (whether created by statute or otherwise).

23.9 Force Majeure. If a party is delayed or hindered in, or prevented from the performance required under this Agreement (except for payment of monetary obligations) by reason of earthquakes, landslides, strikes, lockouts, labor troubles, failures of power, riots, insurrection, war, acts of God or other reason of like nature not the fault of the party delayed in performing work or doing acts, such party is excused from such performance for the period of delay. The period for the performance of any such act will then be extended for the period of such delay.

23.10 Time is of the Essence. Time is of the essence with respect to the provisions of this Agreement.

24. NON-DISCLOSURE

The parties agree that without the express written consent of the other party, neither party will reveal, disclose or promulgate to any third party the terms contained in this Agreement or any Exhibit to it, except to such third party's auditor, accountant, or attorney or to a governmental agency if required by regulation, subpoena or governmental order to do so.

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

**SPRINT SPECTRUM REALTY
COMPANY, L.P.**

By: Sprint Spectrum L.P., its Agent
D/b/a Sprint Sites USA

By: _____
Name: Gary Yount
Title: Director, West Region

COUNTY OF SAN MATEO

By: _____
Name: _____
Title: _____

EXHIBIT "A"

PROPERTY

Legal Description

A parcel of land situated in the County of San Mateo, State of California, in the Rancho Corral de Terra, said parcel being a portion of the United States Light Station, Point Montara, California, and said parcel being also a portion of the Southerly 7.27 acres of that certain 11.80 acre tract of land conveyed by Victoriano Guerrero, sometimes called Victoriano Guerrero Palomares to the United States of America by Deed dated March 31, 1874, and recorded September 18, 1874, in Liber 23 of Deeds at Page 368, Records of San Mateo County, California, and the boundaries of said parcel being described as follows:

Beginning at a point on the easterly boundary of the above mentioned U.S. Light Station, said point of beginning being marked by a concrete monument with a bronze disc stamped "U.S.C.G.", said monument being South 1° 14' West 562.9 feet running thence from said point of beginning Southerly along the Easterly boundary of said 11.80 acre tract South 1° 14' West 937.1 feet to the Southeasterly corner thereof; thence Westerly along the Southerly boundary of said 11.80 acre parcel North 88° 46' West 165.58 feet; thence North 5° 46' West 944.1 feet; and thence South 88° 46' East 280.6 feet to the point of beginning.

EXHIBIT "B"

COMMUNICATIONS FACILITY

Antenna to be Installed on Tower

Number and Type and specifications of Antennas:

One (1) Andrews VP2-180 microwave dish Antenna, 2' diameter, 14lbs, 39' ACL

One (1) Scala CL8-400 flush mounted panel antenna, 17" length, 22lbs, 36' ACL

Two (2) Scala CL8-400 flush mounted panel antenna, 6'4" length, 22lbs, 26' ACL

Transmission Line Mfr., Type No.: Four 7/8" diameter coax lines, approx. 60' coax run

Direction of Radiation:

Andrews VP2-180: 230°

Scala CL8-400: 0°

Rated Power:

Andrews VP2-180: 100W ERPd

Scala CL8-400: 190W EIRP

Frequency:

Andrews VP2-180: 17,915 MHz

Scala CL8-400: 488MHz

EXHIBIT "C-1"

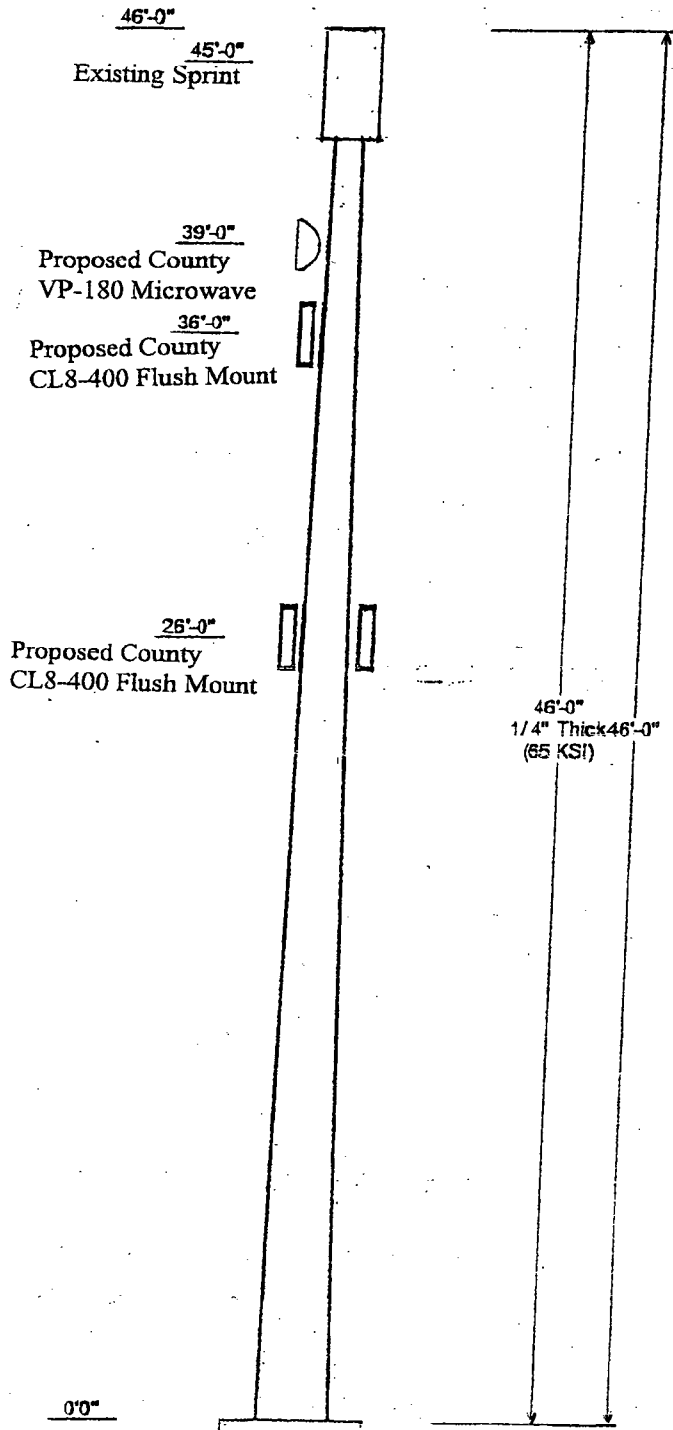


EXHIBIT "C"

Fee Schedule

Tower Lease Fee \$3,000.00 per annually

The Fee for the Premises will be adjusted annually on the anniversary date of this Agreement by an amount equal to four percent (4%) of the annual Fee over the previous year's rent.

Payment to be sent to the following address:

**Sprint PCS
Dept CH 10232
Palantine, IL 60005-0232**

Site number SF13XC901 to be included with all payments

EXHIBIT "D"

Ground Lease

Ground Lease attached

~~ES-9087~~
SF13XC 901

COMMUNICATIONS LEASE AGREEMENT

THIS LEASE AGREEMENT ("LEASE"), made and entered into this 26th day of September, 1996, by and between the MONTARA SANITARY DISTRICT, a political subdivision in the County of San Mateo, State of California, hereinafter referred to as "DISTRICT" and SPRINT SPECTRUM, LP, a Delaware Limited Partnership hereinafter referred to as "LESSEE".

WITNESSETH:

WHEREAS, DISTRICT owns a three-car garage located adjacent to its Administrative Offices at 8888 Cabrillo Highway, Montara, California, and

WHEREAS, LESSEE desires to install, operate and maintain a communications facility including an appurtenant antenna within and upon District's property, including a portion of said garage; and

WHEREAS, LESSEE is willing to join with another or other business enterprises to use jointly a monopole antenna structure; and

WHEREAS, DISTRICT is agreeable to said use by LESSEE, and hereby leases to LESSEE the real property and improvements hereinafter described upon the following terms and conditions: for said use upon the following terms and conditions:

NOW, THEREFORE, it is mutually agreed as follows:

1. CO-LOCATION. LESSEE hereby acknowledges that DISTRICT may enter into a lease or leases with another or other business enterprise for space inside DISTRICT'S garage for use similar to LESSEE'S use thereof (provided that such additional use or uses shall not conflict with Lessee's) in contemplation of joint use by such other lessee or lessees with LESSEE of Lessee's monopole antenna structure. Accordingly, LESSEE agrees, after written notice from DISTRICT that it has entered into such other lease or leases, to negotiate in good faith an agreement with such other lessee or lessees, pursuant to which LESSEE and such other lessee or lessees shall jointly use and/or construct and use said monopole antenna structure. In the event such written agreement is not entered into between LESSEE and such other lessee or lessees on or before October 1, 1996, DISTRICT may, at its option, terminate this LEASE; provided, that if DISTRICT and such other lease or lessees has/have not entered into such lease or leases by said date, this LEASE shall remain in full force and effect. Any such other lease or leases entered into by DISTRICT shall include a clause substantially similar to this clause.

2. DESCRIPTION OF PROPERTY: LEASE. DISTRICT owns all that certain real property located in the County of San Mateo, California, more particularly described in Exhibit A attached hereto and by this reference incorporated herein (the "Property"). DISTRICT hereby leases to LESSEE and LESSEE hereby leases from DISTRICT a portion of the SITE which is that real property and improvement consisting of a portion of the three-bay garage, and a one hundred (100) square foot portion of land adjacent to the garage, upon which one antenna pole will be constructed and installed (collectively, the "SITE") together with rights of ingress and egress to the SITE. The SITE is more particularly described in Exhibit B hereto, and by this reference incorporated herein; provided, that the location of the antenna pole, if not shown on the original Exhibit B, shall be subject to District's approval, and depicted upon a supplemental or amended Exhibit B. The height of the pole shall not exceed forty-five (45) feet; provided, that the height of the pole together with antenna facilities installed thereon shall not exceed fifty-five (55) feet, measured from the top of the antennas to the base of the pole.

3. PURPOSE. LESSEE shall install, operate, repair, maintain, replace, and modify communications equipment on the SITE, including the monopole antenna structure above and hereinafter described, to provide mobile/wireless communications services. The aforesaid monopole antenna shall not exceed the above-mentioned dimensions [the pole shall not exceed forty-five (45) feet in height, and the total height of the antenna facility, extended by four (4) panel antennas installed on the pole, shall not exceed fifty-five (55) feet, measured from the top of the antenna array to the base of the pole]. The SITE may be used by LESSEE for any lawful activity in connection with the provision of personal electronic communications services, including without limitation, the transmission and reception of radio communication signals on various frequencies and the construction, maintenance, and operation of facilities necessary for that purpose. LESSEE shall apply for all permits and other necessary approvals that may be required for Lessee's intended use of the SITE.

4. CONDITIONS. LESSEE shall prepare plans and specifications, subject to review and approval by DISTRICT, which approval shall not unreasonably be withheld, for the renovation of the existing garage on the SITE in accordance with Exhibit C, attached hereto and by this reference incorporated herein. LESSEE shall complete said renovation within the first twelve months of the Primary Term (defined in par. 9). LESSEE shall not be required to undertake said renovations unless and until it receives all permits, licenses, access rights or other approvals required to use the SITE for the purposes hereunder. If such work is not completed by LESSEE within said twelve-(12)month period, rent payable hereunder during the first thirty-six (36) months of the Primary Term (defined in par. 9.A.) shall be at the rate of \$2250 per month instead of the reduced rate of \$1100 per month (described in par. 8.A.).

5. RECONSTRUCTED GARAGE-JOINT USE. All communication equipment, except the pole and antennas, shall be housed in the garage to be renovated by LESSEE. The antenna shall be located as shown on Exhibit B or at such alternate location proposed by LESSEE, subject to DISTRICT's approval, which approval shall not be unreasonably withheld. DISTRICT shall provide LESSEE approximately two hundred fifty (250) square feet on the south side of said

garage to house LESSEE'S equipment as shown in Exhibit B. LESSEE and DISTRICT will each have access through separate "caged" areas within the garage for the exclusive occupancy of each of the parties. LESSEE and DISTRICT shall each be responsible for installation, maintenance, operation, and replacement of the interior portion of, and utilities for, its section of the garage. Notwithstanding the foregoing, upon completion of reconstruction of the garage, LESSEE shall have no further reconstruction, repair or maintenance obligations for the garage except as is set forth in the preceding sentence. LESSEE acknowledges and agrees that the DISTRICT may lease another portion or portions of said garage to another or other business enterprises which may, or may not, be competitors with LESSEE; provided, that the use or uses provided under such other lease or leases shall not obstruct or interfere with LESSEE's use of the SITE.

6. CONSTRUCTION. LESSEE shall construct, maintain, and operate on the SITE a mobile/wireless communications facility, including, but not limited to, radio frequency transmitting and receiving equipment, batteries, utility lines, transmission lines, radio frequency transmitting and receiving antennas and supporting structures and improvements. In connection therewith, LESSEE may prepare, improve and alter the SITE for LESSEE'S communications operations and install utility lines and transmission lines connecting antenna to transmitters and receivers. DISTRICT shall review and approve (subject to such reasonable review as DISTRICT may require) all associated drawings and SITE plans. All of LESSEE'S construction and installation work shall be performed at LESSEE'S sole cost and expense and in a good and workmanlike manner, compatible with the architectural character of the SITE. Title to LESSEE'S improvements and any equipment placed on the SITE by the LESSEE shall be held by LESSEE, with the exception of the reconstructed garage structure. All of LESSEE'S improvements shall be deemed personal property. LESSEE shall remove all LESSEE'S facilities at its sole expense on or before the expiration or termination of this LEASE.

7. PROCESSING FEE. LESSEE shall pay DISTRICT, upon execution of this LEASE, a one-time charge of Two Thousand Five Hundred dollars (\$2,500.00) to cover DISTRICT'S costs associated with the preparation and the engineering and technical analysis of this LEASE and review and analysis of the construction drawings for the reconstructed garage to assure complete compatibility of operations at the SITE.

8. REMUNERATION

A. Rent. Rent for use of the SITE by LESSEE, during the first thirty-six (36) months of the Primary Term shall be One Thousand One Hundred Dollars (\$1,100) per month, payable monthly in advance on or before the first day of each and every calendar month, and commencing upon the first day of the month next following receipt by LESSEE of a building permit from the County of San Mateo for reconstruction of the garage and installation of the monopole and antenna on the SITE, or upon January 1, 1997 whichever is earlier (the "Commencement Date"). From and after the thirty-sixth (36th) month of the Primary Term, the rental rate shall be increased to Two Thousand Two Hundred and Fifty Dollars (\$2,250) per month, which rent shall thereafter be subject to annual adjustments in accordance with Paragraph

8.B. Notwithstanding the foregoing, and as provided in paragraph 4, if LESSEE shall not have completed the garage renovation work within the first twelve (12) months of the Primary Term, the rental rate during the first thirty-six (36) months of the Primary Term shall be Two Thousand Two Hundred Fifty Dollars (\$2250) per month, instead of the aforementioned One Thousand One Hundred Dollars (\$1100) per month rate. In such event, LESSEE shall pay to LESSOR in one lump sum the accrued arrearages of rental for the first thirteen (13) months of the Primary Term within thirty (30) days of the expiration of the twelfth (12th) month of the Primary Term and, thereafter, shall pay monthly, in advance, the increased rate, to wit: Two Thousand Two Hundred Fifty Dollars (\$2250) per month.

Rent installments shall be payable in advance on or before the first day of each and every calendar month as hereinabove provided. If any rent installment is not received by DISTRICT by delivery, or by mail postmarked within ten (10) days after said amount is due, then LESSEE shall pay to DISTRICT a late charge of Twenty five Dollars (\$25) applied each month's installment of delinquent rent. DISTRICT and LESSEE hereby agree that such late charge represents a fair and reasonable estimate of the cost which the DISTRICT will incur by reason of late payment by LESSEE. Acceptance of late charges by DISTRICT shall in no event constitute a waiver of LESSEE's default with respect to such overdue amount, nor prevent DISTRICT from exercising any of its rights and remedies granted hereunder.

B. RENT ADJUSTMENT. The rent shall be adjusted annually as of the anniversary of the Commencement Date to the extent of any percentage change which occurred in the Consumer Price Index (All Items, Base 1982-84=100) as published by the United States Department of Labor, Bureau of Labor Statistics for All Consumers for the San Francisco-Oakland-San Jose Metropolitan area (hereinafter "CPI"). The rent adjustment shall be calculated by multiplying the rent then in effect by a fraction, the denominator of which is the CPI in effect as of the calendar month fourteen (14) full months prior to the anniversary date, and the numerator of which is the CPI in effect two (2) full months prior to the anniversary date. Each year the CPI rent adjustment will be applied to the adjusted rent paid by LESSEE over the preceding twelve (12) month period. Notwithstanding the foregoing, in no event shall the annual CPI rent adjustment exceed Seven Percent (7%) in any one year.

C. PRORATED RENT. The rent for any period during the Primary Term or the Extended Term hereof which is less than one (1) year shall be prorated based on a twelve (12) month year.

D. Notwithstanding the foregoing, should the LEASE be terminated prior to the twelfth (12th) month from the date of commencement, par. 8.B. requiring the recapture of the difference in rent, shall not apply.

9. TERM

A. Primary Term. The Primary Term of this LEASE shall be for sixty (60) months and commencing upon the Commencement Date (defined in par. 8.A) and expiring upon the last day of the sixtieth (60th) month thereafter, unless sooner terminated as provided herein.

B. Extended Term. LESSEE shall have the right and option to extend the Term of this Lease beyond the Primary Term for one (1) additional Term of sixty (60) months (the "Extended Term"), on the same terms and conditions as provided herein for the Primary Term; provided, that rental installments shall have been adjusted in accordance with paragraph 8.B. and shall continue to be adjusted pursuant thereto throughout the extended term. Unless this Lease shall have been sooner terminated, the foregoing option shall be deemed automatically exercised; provided, that LESSEE may decline to exercise said option by giving written notice thereof to DISTRICT not less than sixty (60) days prior to expiration of the Primary Term. In no event shall the combined terms of this Lease, exceed One Hundred and Twenty (120) months.

10. CONDITION PRECEDENT. In accordance with the provisions of paragraph 12, LESSEE shall apply to the County of San Mateo for environmental review of its project under the California Environmental Quality Act ("CEQA"; Pub. Resources Code Sections 21000, et seq.). The "Project" for which such review shall be obtained shall include the use of the SITE pursuant to this LEASE.

Notwithstanding anything to the contrary in paragraph 8 contained therein, the "Commencement Date" of this LEASE shall not occur unless and until all environmental review has been completed pursuant to CEQA including, without limitation, review and consideration by DISTRICT of the environmental documentation prepared by or for the County of San Mateo, as lead agency under CEQA, for said Project. If said review has not been completed, and DISTRICT has not considered the environmental documentation and review prepared for said Project on or before January 1, 1997, then, provided that DISTRICT approves this Lease Agreement in accordance with CEQA, the "Commencement Date" hereof shall be the first day of the month next following the date of such approval.

Notwithstanding the foregoing, if DISTRICT's said approval has not occurred before January 1, 1998, this Lease shall terminate.

Compliance with the provisions of this paragraph is a condition precedent to the approval and commencement of this Lease. Prior to use and occupancy of the Site, District shall have approved this Lease for purposes of CEQA, and a resolution evidencing such approval shall be appended hereto as an exhibit. Nothing herein contained shall be deemed an implied or express approval of this LEASE prior to completion of the CEQA process.

LESSEE hereby agrees to defend, indemnify and save harmless LESSOR, its officers, agents, employees of and from any and all claims, demands, suits, actions, damages, cost (including attorney and experts fees), losses, and liability arising as a result of the approval of the Project under the California Environmental Quality Act ("CEQA").

11. DEFAULTS; REMEDIES. (a) LESSEE'S Default. The occurrence of any of the following shall constitute a default by LESSEE under this LEASE:

i. Failure to pay rent when due if the failure continues for ten (10) days after written notice thereof from DISTRICT to LESSEE;

ii. LESSEE'S failure to perform any other obligation under this LEASE if the failure continues for sixty (60) days after the date of delivery of written notice of such failure from DISTRICT to LESSEE;

iii. LESSEE'S abandonment of the SITE while in default of any provision of this LEASE;

iv. To the extent permitted by law:

[a] A general assignment by LESSEE or any Guarantor of the LEASE for the benefit of creditors;

[b] The filing by or against LESSEE, or any Guarantor, of any proceeding under an insolvency or bankruptcy law, unless (in the case of an involuntary proceeding) the proceeding is dismissed within sixty (60) days;

[c] The appointment of a trustee or receiver to take possession of all or substantially all of the assets of LESSEE or any Guarantor, unless possession is unconditionally restored to LESSEE or that Guarantor within ninety (90) days and the trusteeship or receivership is dissolved;

[d] Any execution or judicially authorized seizure of all or substantially all of the assets of LESSEE located on the SITE, or of LESSEE'S interest in this lease, unless such seizure is discharged within thirty (30) days; or

v. The committing of waste on the SITE.

(b) DISTRICT'S Default. The occurrence of any of the following shall constitute a default by DISTRICT under this LEASE:

i. Prevention of occupancy by District and use of the SITE in the manner and for the purpose in this LEASE provided after LESSEE shall have complied with all requirements for such possession and use; or

ii. DISTRICT'S failure to perform any other obligation under this LEASE if such failure continues for sixty (60) days after delivery of written notice of such failure from LESSEE to DISTRICT.

(c) DISTRICT'S Remedies. Upon the occurrence of a default by LESSEE and after expiration of applicable cure periods, DISTRICT shall have the right to pursue any one or more of the following remedies in addition to any other remedies now or which may hereafter become available to DISTRICT, at law or in equity, to the end that the following remedies are cumulative:

i. DISTRICT may terminate this LEASE and recover possession of the SITE. Upon termination, LESSEE shall immediately surrender the SITE to DISTRICT. Further, upon

termination, DISTRICT may recover any and all unpaid rents, compensation, damages, and interest, and exercise all other remedies provided under California Civil Code Section 1951.2, as said section exists upon the date hereof and may from time to time be amended, revised or superseded. Without limitation upon the foregoing, the damages that may be recovered hereunder shall include the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award, exceeds the amount of such rental loss for the same period which LESSEE proves could reasonably be avoided. Further, without limitation upon the foregoing, DISTRICT may recover any such other amounts, in addition to or in lieu of those included in said section 1951.2, which may be permitted by applicable law.

ii. DISTRICT shall have the remedy described in California Civil Code Section 1951.4 (LESSOR may continue LEASE in effect after LESSEE'S breach and abandonment and recover rent as it becomes due, if LESSEE has the right to sublet or assign, subject only to reasonable limitations). Accordingly, if DISTRICT does not elect to terminate this LEASE pursuant to i., above, DISTRICT may enforce all of DISTRICT'S rights and remedies under this LEASE, including the right to recover all rent as it becomes due.

(d) LESSEE'S Remedies. Without limiting any other remedy, LESSEE may have, in law or in equity, upon the occurrence of a default by DISTRICT, LESSEE shall have the right to terminate this LEASE unless DISTRICT'S default is cured within sixty (60) days of delivery of written notice of such default.

(e) Early Termination. Notwithstanding the foregoing provisions of this paragraph 10, LESSEE may terminate this LEASE without further liability to DISTRICT at any time upon thirty (30) day notice to DISTRICT for any of the following reasons:

i. LESSEE does not obtain or maintain leases, permits or other approvals necessary to the construction or operation of LESSEE'S Facilities;

ii. LESSEE is unable to occupy or utilize the SITE due to a ruling or directive of the Federal Communications Commission (FCC) or other governmental or regulatory agency including, but not limited to, a take-back of channels or change in frequencies; or

iii. LESSEE determines that the SITE is not appropriate for its operations for economic, environmental or technological reasons, including, without limitation, signal strength or interference.

12. LIMITATIONS. (a) LESSEE shall acquire all necessary permits and prepare all environmental assessments required for the use of the SITE and shall operate its mobile/wireless communications facility in accordance with FCC requirements. (b) In no event shall LESSEE permit any use hereunder which interferes in any way with the use and operation of DISTRICT'S facilities located on the SITE other than those expressly authorized in accordance with this LEASE. (c) This LEASE shall otherwise continue in existence as long as LESSEE pays the fees and charges specified herein and complies with all applicable statutes, regulations and ordinances directly relating to LESSEE'S specific use of the SITE. (d) DISTRICT is not obligated to construct or maintain access to the SITE and does not guarantee access over private property to LESSEE'S

personal communications facility. (e) In order to maintain the security necessary for the SITE, only those service technicians authorized by LESSEE shall be granted access to the SITE. LESSEE agrees not to add any additional mast arms, antennas, poles or ancillary equipment without first obtaining the written consent of the DISTRICT.

13. CONDITION OF PREMISES UPON TERMINATION. Upon termination of this LEASE, LESSEE at its sole cost and expense shall remove all antennas, antenna foundations, equipment, pads, and material installed to operate its communications facility from the SITE and return the SITE to DISTRICT as nearly as possible in the condition in which it existed upon the Commencement Date of this LEASE and upon completion of the improvements to the garages, reasonable wear and tear excepted.

LESSEE'S equipment shall be removed from the SITE without damage to the garage or other DISTRICT property, and LESSEE shall remove all posts or other improvements or obstructions which would restrict DISTRICT's use of the garage unless necessary to insure the structural integrity of the garage. Any removals which leave unwanted holes or conduits inside the garage shall be properly patched as reasonably directed by DISTRICT.

14. ASSIGNMENT. Upon written notice from LESSEE to DISTRICT, LESSEE may assign this LEASE at any time during the Primary or Extended Term to any affiliate of LESSEE; provided that the assignee shall assume in writing all of LESSEE's obligations under this Lease. For the purposes hereof, "affiliate" means any entity which controls, is controlled by, or is under control of LESSEE or any of LESSEE's parent companies, or any entity resulting from merger or consolidation with LESSEE or resulting from the transfer of all or substantially all of LESSEE's assets or stock. "Control" means the direct or indirect ownership of more than fifty (50) percent of the voting securities of an entity or possession of the right to vote more than fifty (50) percent of the voting interest in the discretion of the entity's officers. Except as provided hereinabove, neither this Lease, nor any rights hereunder, shall be transferred or assigned by LESSEE, to any other entity, other than stated above, nor shall LESSEE rent to any person or persons, or permit the use, of any portion of the SITE by others without the written consent of DISTRICT having first been obtained, which consent shall not unreasonably be withheld, conditioned or delayed.

15. ACKNOWLEDGMENT OF TITLE. It is understood and agreed that LESSEE, by the acceptance of this LEASE and by the use of said SITE, has not acquired and will not acquire any right or claim to the use of the SITE beyond that specified herein.

16. TAXES. LESSEE shall pay all taxes assessed against its communications facility and any possessory interest granted hereunder. DISTRICT represents and warrants that it is exempt from all real property taxes.

17. INSURANCE. LESSEE shall at all times during the term of this LEASE maintain in force those insurance policies designated in Exhibit "D", attached hereto and incorporated herein or, if self-insured, LESSEE shall provide a letter from LESSEE's risk manager confirming and

assuring that LESSEE is self-insured and shall substantially comply with all requirements stated in Exhibit D.

LESSEE shall name the DISTRICT its Sanitary Board, officers, employees and agents as additional insureds on all policies required by the DISTRICT.

18. HOLD HARMLESS: INDEMNITY. (a) LESSEE agrees to defend, indemnify and hold harmless the DISTRICT, its Sanitary Board, officers, employees, and agents from and against any and all liability to the extent caused by the negligent or wrongful act of LESSEE and arising out of its rights, duties, obligations, use and/or occupancy permitted under the LEASE and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees related thereto. DISTRICT agrees to defend indemnify and hold harmless LESSEE, its officers, employees, and agents from and against any and all liability caused by the negligent or wrongful act of DISTRICT arising out of its rights, duties and obligations under this LEASE and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees related thereto.

(b) The foregoing indemnity will survive the termination, cancellation or expiration of this LEASE.

19. HAZARDOUS MATERIALS ACTIVITY. LESSEE shall not store, handle or generate hazardous materials/waste on SITE unless LESSEE has completed and filed a San Mateo County Hazardous Materials Release Response Plan and Inventory with the San Mateo County Environmental Health Department. LESSEE shall not bring any hazardous materials onto the SITE except for those contained in its back-up power batteries (lead-acid batteries) and common materials used in telecommunications operations, e.g. cleaning solvents. LESSEE will treat all hazardous materials brought onto the SITE by it in accordance with all Federal, State and Local laws and regulations.

DISTRICT shall have the right to inspect the SITE to ensure LESSEE's compliance with the provisions of this paragraph. If LESSEE does not intend to, and will not, store or handle hazardous material or general hazardous waste on the SITE, LESSEE shall complete and file a "Hazardous Materials Negative Response Form" to that effect with the San Mateo County Environmental Health Department. If, at any time, during the Primary Term or Extended Term of this LEASE, LESSEE commences any activity which would involve the handling, storage or generation of hazardous materials/waste, LESSEE shall comply with all requirements of County, State, or Federal laws, regulations or directives applicable thereto.

20. INSPECTION. Upon three (3) business days prior written notice, DISTRICT shall have the right at all times to enter upon the SITE to inspect LESSEE's facilities and determine whether LESSEE is in compliance with this LEASE. DISTRICT shall also have the right at any time to inspect the interior of LESSEE'S equipment cabinet and antennas, provided LESSEE'S operations personnel are present and provided DISTRICT has notified LESSEE as set forth above. In the event of an emergency, DISTRICT may contact Sprint Spectrum _____ at

LESSEE shall make its operations personnel available within twenty-four (24) hours of verbal notice, unless a general emergency condition exists throughout the San Francisco Bay Area, in which case LESSEE'S personnel shall be available within forty-eight (48) hours of verbal notice.

21. REPAIRS. LESSEE shall be responsible for any and all repairs or maintenance to the SITE caused by the negligent, careless, or willful acts of LESSEE, its employees, servants, or business visitors. In the event LESSEE wishes to trim trees near its antenna for the purpose of reducing signal interference, DISTRICT will be contacted and arrange for a certified arborist to do the necessary trimming consistent with aesthetics and proper tree care. The cost of this service will be paid by LESSEE.

22. REVIEW OF CONSTRUCTION PLANS. DISTRICT shall review and approve, subject to such reasonable revisions as DISTRICT may require, the plans for reconstruction of the garage on the SITE and the installation of LESSEE'S facilities. DISTRICT shall give approval or provide LESSEE with its requests for changes within ten (10) working days of DISTRICT'S receipt of LESSEE'S work plans. DISTRICT shall not be entitled to receive any additional consideration in exchange for giving its approval of LESSEE'S plans.

23. NOTICE. Any demand or notice which either party shall be required, or may desire, to make upon or give to the other shall be in writing and shall be delivered personally upon the other or sent by prepaid certified mail, addressed to the respective parties as follows:

DISTRICT: Montara Sanitary District
8888 Cabrillo Highway
P. O. Box 370131
Montara, CA 94037
Attn: District Administrator

LESSEE: Sprint Spectrum
Real Estate Department, South
4683 Chabot Drive, Suite 100
Pleasanton, CA 94588
Attn: Property Manager

With copy to:

Sprint Spectrum LP
Business Law Group

4717 Grand Avenue
Fifth Floor
Kansas City, CO 64112
Attn: John Chapman

and:

Knox Ricksen LLP
Lake Merritt Plaza
1999 Harrison Street, Suite 1700
Oakland, CA 94612-3500
Attn: John Boat

24. DESTRUCTION OF SITE. If the SITE or DISTRICT'S Property is destroyed or damaged so as to hinder its effective use, LESSEE may elect to terminate this LEASE as of the date of the damage or destruction by so notifying DISTRICT no more than thirty (30) days following the date of destruction. In such event, all rights and obligations of the parties which do not survive the termination of this LEASE shall cease as of the date of the damage or destruction.

25. Interference. Other than specified in paragraphs 1 and 5 of this LEASE, DISTRICT will not use, allow or permit the Property to be used in any manner which will limit, impair or restrict the use or operations of LESSEE'S communications facility at the SITE or allow any use which could cause any destructive or conflicting interference with LESSEE'S communications facility at the SITE. DISTRICT shall not permit any radio transmitter or other communication equipment, antennas, microwave dishes or any other equipment or facilities to be located on the Property unless LESSEE first approves in writing a frequency compatibility study prepared by a mutually agreed upon competent electrical engineer who certifies to LESSEE that no harmful interference will result from such transmitter, equipment, antennas, dishes or other equipment or devices to LESSEE'S communications facility at the SITE. In addition, notwithstanding any such certification, if any harmful interference shall result from the operation of such transmitters, equipment, antennas, dishes or other equipment or devices to LESSEE'S communications facility at the SITE, then DISTRICT shall immediately cause such operations to cease until such interference is eliminated.

26. Access and Utilities. DISTRICT grants to LESSEE, for use by LESSEE, its employees, agents, contractors and by utility companies, an easement and license on a twenty-four (24) hour daily basis, for (i) ingress and egress to and from the Premises and its communications facility (the "Access Easement"), and (ii) the installation, operation and maintenance of necessary utilities for the SITE and the communications facility (the "Utility Easement").

LESSEE will be solely responsible for and promptly pay all charges for electricity or any other utility used or consumed by LESSEE on the Premises. If necessary, LESSEE will have a

meter installed at the Premises for LESSEE'S utility use, and the cost of such meter may install or improve existing utilities servicing the Communications Facility and may install an electrical grounding system or improve any existing electrical grounding system to provide the greatest possible protection from lightning damage to the communications facility.

27. Compliance. DISTRICT represents and warrants that all operations conducted by DISTRICT in connection with the Property meet all applicable state, federal, county and local codes and regulations. DISTRICT agrees that it will conduct its operations in the future in accordance with all such codes and regulations. With the possible exception of a CalTrans Encroachment Permit, DISTRICT is not required to obtain any consent under any ground lease, mortgage, deed of trust or other instrument encumbering the SITE in order for LESSEE to construct, operate, maintain or access the Communications Facility.

28. Recording. Upon the request of LESSEE, DISTRICT agrees to promptly execute and deliver to LESSEE a memorandum of lease in a recordable form setting forth the general terms of this LEASE.

This LEASE constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other leases concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this LEASE shall be in writing and executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this LEASE the day and year first above written, and DISTRICT has hereunto caused its corporate name to be signed by the President, Montara Sanitary District, who hereunto duly authorizes the date and year first written above.

ATTEST WITNESS

Barbara Jean Lozier

Date: 9-26-96

LESSOR: MONTARA SANITARY DISTRICT

By: *James Stilwell*
Name: JAMES STILWELL
Title: DIRECTOR

Date: 9.26.96

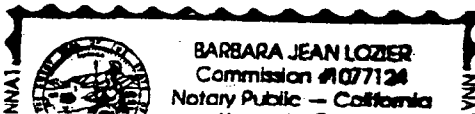
ATTEST WITNESS

Date: _____

LESSEE: SPRINT SPECTRUM
a Delaware Limited Partnership

By: *Scott M. Akrie*
Name: SCOTT M. AKRIE
Title: DIRECTOR OF ENGINEERING & OPERATIONS, S.F. SOUTH

Date: Oct. 29, 1996



IN WITNESS WHEREOF, the parties hereto have executed this 1st Amendment the day and year first hereinabove written.

MONTARA SANITARY DISTRICT

By: Bob Steub
President

ATTEST:

By: William Dub
Secretary

Date: 3-16-98

George F. Irving

SPRINT SPECTRUM, LP, a Delaware Limited Partnership

By: Louis Kao
Title: REGIONAL MGR

ATTEST:

By: _____
Date: _____

(Attach Notary)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

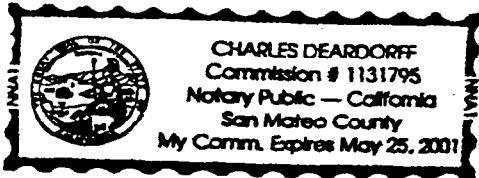
State of CALIFORNIA

County of SAN MATEO

On MARCH 18, 1998 before me, CHARLES DEARDORFF, NOTARY PUBLIC
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared GEORGE F. IRVING
NAME(S) OF SIGNER(S)

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.

Charles Deardorff
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
- _____ TITLE(S)
- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

COMMUNICATIONS LEASE AGREEMENT
TITLE OR TYPE OF DOCUMENT

- 3 -

NUMBER OF PAGES

3-16-98

DATE OF DOCUMENT

BOB PITCHER / LOUIS HAD / WILLIAM HILL
SIGNER(S) OTHER THAN NAMED ABOVE

**COMMUNICATIONS LEASE AGREEMENT
AMENDMENT NO. 1**

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("1st Amendment"), made and entered into this 16th day of March, 1998, by and between the MONTARA SANITARY DISTRICT, a political subdivision in the County of San Mateo, State of California ("DISTRICT") and Sprint Spectrum, LP, a Delaware Limited Partnership ("LESSEE");

WITNESSETH:

Whereas, DISTRICT and LESSEE entered into that certain agreement entitled, "Communications Lease Agreement", dated September 26, 1997 (the "LEASE") pursuant to which LESSEE leases certain land and improvements of DISTRICT to provide mobile/wireless communications services as therein described; and

Whereas, pursuant to Paragraph 4 of the LEASE, LESSEE was to have completed renovation of the garage located on the "SITE" (as defined in the LEASE) within the first twelve months of the "Primary Term" (as defined in the LEASE); and

Whereas, the parties desire to amend the LEASE to provide for the demolition and reconstruction of said garage and to make corresponding revisions to the LEASE;

NOW THEREFORE, DISTRICT and LESSEE agree as follows:

1. AMENDED CONDITIONS. Paragraph 4 (Conditions) of the LEASE is amended by adding a second paragraph thereto, to read as follows:

"In lieu of renovating the existing garage located on the SITE, LESSEE may demolish said garage and construct new garage facilities in substantially the same size and configuration as the existing structure. Plans and specifications for such work shall be prepared by LESSEE at LESSEE's cost. Said plans and specifications shall be subject to DISTRICT's review and approval, which approval shall not unreasonably be withheld. The work of demolition/reconstruction shall commence no later than June 1, 1998. If LESSEE complies with the provisions of this second paragraph of Paragraph 4 of the LEASE, the provisions of the first paragraph relating to increased rent for failure to complete renovation of the garage within the first twelve months of the Primary Term shall not apply. If LESSEE shall not have commenced demolition/construction within the time specified or otherwise shall not have complied with the conditions of subparagraph E of Paragraph 8, LESSEE shall demolish and reconstruct said garage, but the reduced rental allowable under said subparagraph for timely compliance shall not be applicable."

EXHIBIT A
to
COMMUNICATIONS FACILITY LEASE AGREEMENT

Legal Description of DISTRICT'S Property

Site Name: Montara Sanitary

Site I.D. No.: SM 059

A parcel of land situated in the County of San Mateo, State of California, in the Rancho Corral de Terra, said parcel being a portion of the United States Light Station, Point Montara, California, and said parcel being also a portion of the Southerly 7.27 acres of that certain 11.80 acre tract of land conveyed by Victoriano Guerrero, sometimes called Victoriano Guerrero Palomares to the United State of America by Deed dated March 31, 1874, and recorded September 18, 1874, in Liber 23 of Deeds at Page 368, Records of San Mateo County, California, and the boundaries of said parcel being described as follows:

Beginning at a point on the easterly boundary of the above mentioned U.S. Light Station, said point of beginning being marked by a concrete monument with a bronze disc stamped "U.S.C.G.", said monument being South 1° 14' West 562.9 feet from an U.S.L.H. monument set at the Northeasterly corner of Light Station, and running thence from said point of beginning Southerly along the Easterly boundary of said 11.80 acre tract South 1° 14' West 937.1 feet to the Southeasterly corner thereof; thence Westerly along the Southerly boundary of said 11.80 acre parcel North 88° 46' West 165.58 feet; thence North 5° 46' West 944.1 feet; and thence South 88° 46' East 280.6 feet to the point of beginning.

DISTRICT Initials _____

LESSEE Initials _____

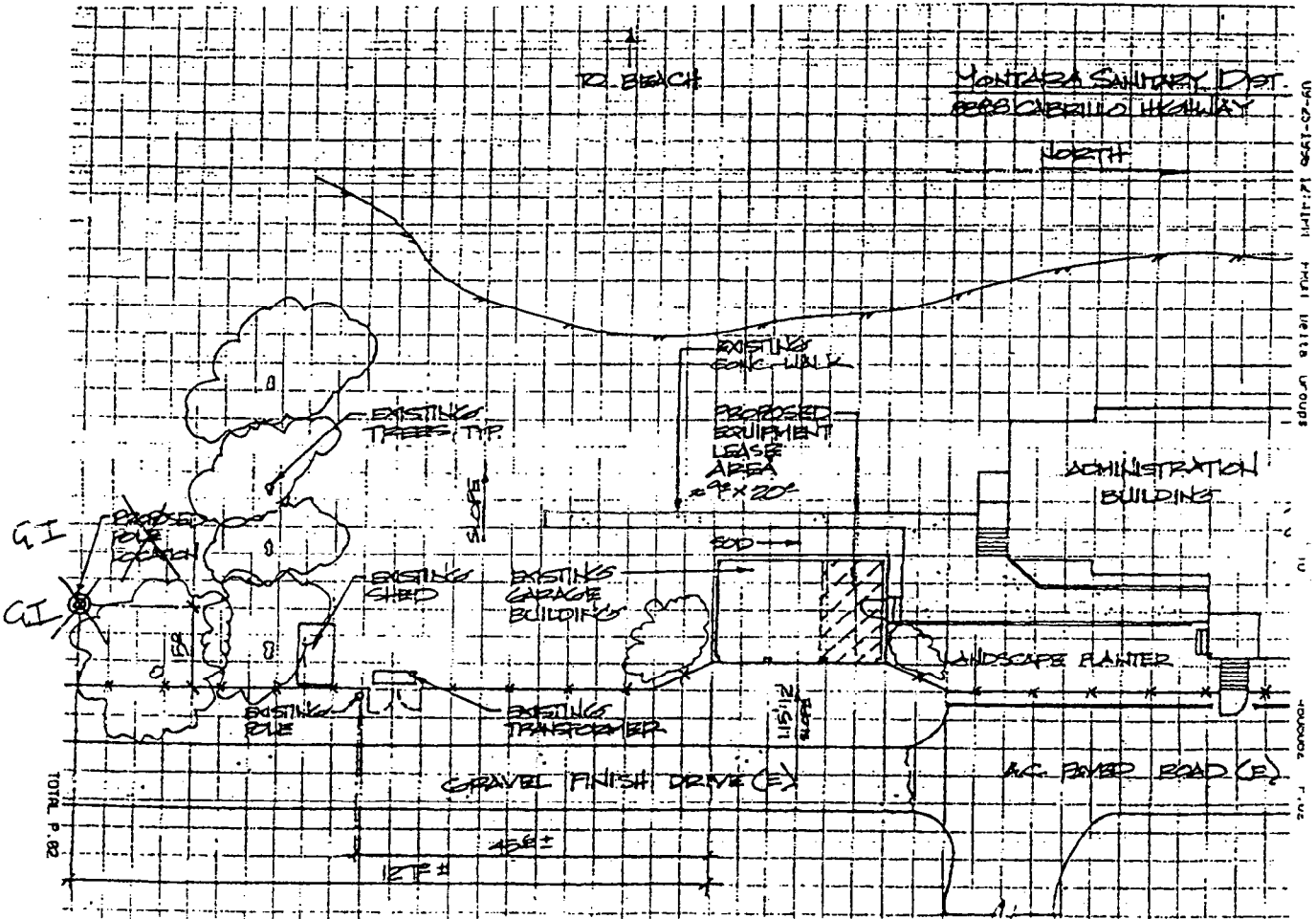


EXHIBIT B Page 1 of 2
to
COMMUNICATIONS FACILITY LEASE AGREEMENT

Sketch of SITE

Site Name: Montara Sanitary District

Site I.D. No.: SM 059



Note: LESSEE may replace this Description of the SITE and Improvements with the plans submitted to the local jurisdiction for a building permit (as approved by DISTRICT) and/or as-built drawings depicting the Site and Improvements. Such replacement description shall be deemed as part of this Lease and shall be binding on DISTRICT and LESSEE.

OWNER Initials _____

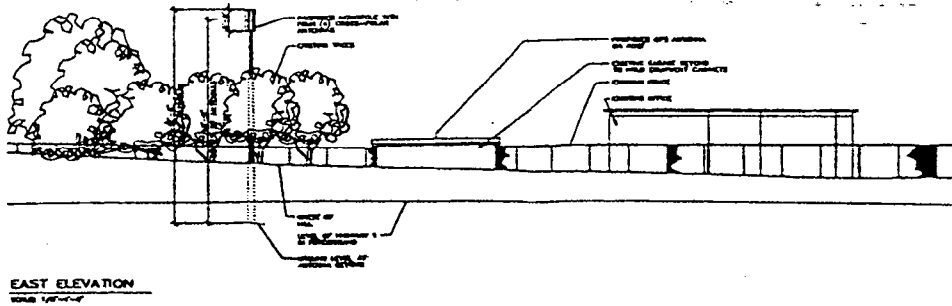
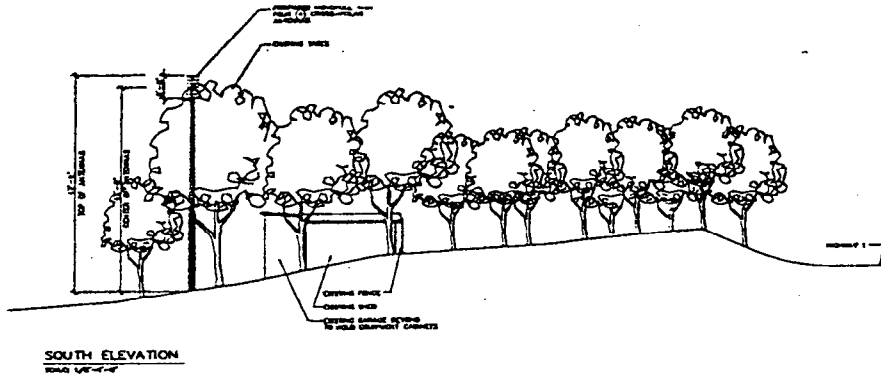
LESSEE Initials _____

EXHIBIT B Page 2 of 2
to
COMMUNICATIONS FACILITY LEASE AGREEMENT

Sketch of SITE

Site Name: Montara Sanitary District

Site I.D. No.: SM 059



Note: LESSEE may replace this Description of the SITE and Improvements with the plans submitted to the local jurisdiction for a building permit (as approved by DISTRICT) and/or as-built drawings depicting the Site and Improvements. Such replacement description shall be deemed as part of this Lease and shall be binding on DISTRICT and LESSEE.

OWNER Initials _____

LESSEE Initials _____

2. AMENDED RENTAL PROVISIONS. Paragraph 8 (Remuneration) of the LEASE is amended by adding subparagraph E thereto to read as follows:

"E. ALTERNATIVE RENTAL PROVISIONS. Notwithstanding the provisions of subparagraph A, above, if LESSEE elects to demolish the existing garage on the SITE and to construct a new garage of substantially the same size and configuration in accordance with the second paragraph of Paragraph 4 of this LEASE, rental payable hereunder shall continue at the rate of One Thousand One Hundred Dollars (\$1100) per month during the first thirty six (36) months of the Primary Term (subject to adjustment) and the increased rental payable under subparagraph A for failure to renovate the garage within the time specified shall not be applicable, provided that LESSEE complies with both of the following conditions:

- (i) The work of demolition and reconstruction shall have commenced on or before June 1, 1998; and
- (ii) LESSEE shall have arranged for a co-lessee to use the monopole antenna structure and to lease or sublease the SITE for joint use with LESSEE under a lease or sublease agreement similar to this LEASE which provides for rental payable to DISTRICT of not less than One Thousand One Hundred Dollars (\$1100) per month and such lease or sublease shall have been entered into, or shall have been approved, by DISTRICT on or before June 1, 1998.

If LESSEE shall have failed to comply with the foregoing conditions within the times specified, then the provisions of subparagraph A shall govern the rental payable hereunder; provided, that the arrearages payable thereunder shall be calculated from the commencement of the Primary Term to June 1, 1998, and thereafter the rental payable shall be at the rate of Two Thousand Two Hundred and Fifty Dollars (\$2250) per month for the remainder of the first thirty six (36) months of the Primary Term."

3. ADMINISTRATIVE FEE. Upon execution of this 1st Amendment, LESSEE shall pay DISTRICT the lump sum of Three Thousand Eight Hundred Dollars for administrative costs and fees incurred, and to be incurred, by DISTRICT relating to said 1st Amendment.

4. EFFECT. Except as amended hereby, all other terms, conditions and provisions of the LEASE shall remain in full force and effect.

///

EXHIBIT C

RENOVATION OF GARAGE OWNED BY MONTARA SANITARY DISTRICT

As a minimum, the following work, performed in good and workmanlike manner, must be completed by LESSEE on the garage located at the SITE described in the LEASE AGREEMENT:

1. The grade at the east side to be reduced so it slopes away from the garage slab to a drainage swale, entailing a steeper driveway apron to the street.
2. Install a shear plywood panel across the south end of the building and two smaller panels at the northwest inside corner.
3. Each end of the three-panel sliding doors should be fixed as solid stud-wall panels with plywood sheathing to improve lateral stability of the building. The middle door should be made operable. A sectional overhead door to be installed, trimmed on the exterior to resemble a rolling door in order to maintain the style of the building.
4. Install new glazing in windows to match original style and panes.
5. The door at the south end should be refurbished to resemble the original and new compatible hardware with lock and hinges installed.
6. Replace roofing, including supporting rafters, as needed along the west side for adequate support. Remove old roofing material and remove defective decking as needed. Install new two-layer asphalt shingle roofing installed to keep roof water tight using material which is architecturally compatible. Add rain gutters that are compatible with roof and architecture.
7. The rotted wood posts adjacent to the sliding doors on the east side should be cut off and supported on concrete piers and supported with new redwood posts.
8. Exterior trim, matching original, must be installed to prevent moisture migration into the building.
9. Building exterior to be sanded and painted with a minimum of two coats to match Administrative Office building. Garage interior must be cleaned and mud on floor removed.
10. Electrical service must be restored with a separate meter for LESSEE'S facilities. A minimum of 1" underground conduit should be run from Administrative Office to garage to handle electrical service. All trenching must restore grounds to original condition.
11. Do other work required by the County Building Department as part of receiving a final certificate of occupancy. The garage is to be used for the storage of generators and other equipment owned by the DISTRICT and to house electrical communications equipment owned by LESSEE.

EXHIBIT D
to
COMMUNICATIONS FACILITY LEASE AGREEMENT
Insurance Requirements

Site Name: Montara Sanitary District

Site I.D. No.: SM 059

Insurance.

- (a) Required Insurance of LESSEE. LESSEE must, during the term of this Lease and at LESSEE's sole expense, obtain and keep in force, not less than the following insurance.
- (i) Property insurance, including coverage for fire, extended coverage, vandalism and malicious mischief, upon its communications facility in an amount not less than ninety percent (90%) of the full replacement cost of the communications facility;
 - (ii) Commercial General Liability insuring operations hazard, independent contract hazard, contractual liability, and products and completed operations liability, in limits not less than \$5,000,000 combined single limit for each occurrence for bodily injury, personal injury and property damage liability, naming DISTRICT as an additional insured; and
 - (iii) Workers' Compensation and Employer's Liability insurance
- (b) Policies of Insurance. All required insurance policies must be taken out with reputable national insurers that are licensed to do business in the jurisdiction where the Premises are located. LESSEE will deliver certificates of insurance to DISTRICT upon request. All policies must contain an undertaking by the insurers to notify the other party in writing not less than fifteen (15) days before any material change, reduction in coverage, cancellation, or termination of the insurance.

DISTRICT Initials _____

LESSEE Initials _____

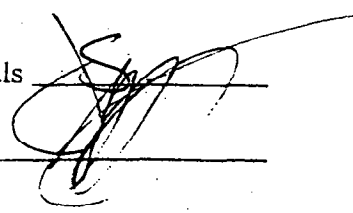


EXHIBIT "E"

Sprint Spectrum - Contact List

<u>Name</u>	<u>Address</u>	<u>Contact Number</u>
Contracts Manager	6450 Sprint Parkway KSOPHN0116-Contract Overland Park, KS 66251	Phone: 913-315-9049 Fax: 913-315-0779
With a copy to:	Sprint Sites USA 4457 Willow Road Suite 202 Pleasanton, CA 94588 Attention: Property Specialist	Phone: 925.469.3311 Fax: 925.469.3325

County of San Mateo – Contact List

455 County Center
Redwood City, CA 98063
Attn: Information Services Department