

FORM APPROVED COUNTY COUNSEL 7/19/15
 BY: GREGORY P. PRIAMOS DATE

**SUBMITTAL TO THE BOARD OF SUPERVISORS
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

119



FROM: Economic Development Agency

SUBMITTAL DATE:
 September 2, 2015

SUBJECT: Government Entity Tower License Agreement 10 Year – Norco, CEQA Exempt, District 2
 [\$141,152] Structural Fire Taxes 36%, City Contract Reimbursement 20%, County Fire Department 44%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15301, Existing Facilities and 15061(b)(3);
2. Ratify the attached Government Entity Tower License Agreement and authorize the Chairman of the Board to execute the same on behalf of the County;
3. Authorize the Assistant County Executive Officer of the Economic Development Agency, or his designee, to execute any other documents and administer all actions necessary to complete or memorialize this transaction; and

(Continued)

FISCAL PROCEDURES APPROVED
 PAUL ANGUILO, CPA, AUDITOR-CONTROLLER
 BY: Susana Garcia-Bocanegra

Robert Field
 Assistant County Executive Officer/EDA
 By: Jeff Van Wagenen, Managing Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 12,557	\$ 12,934	\$ 141,152	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 5,525	\$ 5,691	\$ 62,107	\$ 0	

SOURCE OF FUNDS: Structural Fire Taxes 36%, City Contract Reimbursement 20%, County Fire Department 44%
 Budget Adjustment: No
 For Fiscal Year: 2015/16-24/25

C.E.O. RECOMMENDATION: APPROVE
 BY: Rohini Dasika
 Rohini Dasika
 County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Benoit, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
 Nays: None
 Absent: None
 Date: September 15, 2015
 xc: EDA, Recorder

Kecia Harper-Ihem
 Clerk of the Board
 By: Deputy

3-9

By: Jeff Hawkins, Riverside County Fire Chief
 Fire Department

A-30
 Positions Added
 4/5 Vote
 Change Order

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Economic Development Agency/Facilities Management

FORM 11: Government Entity Tower License Agreement 10 Year – Norco, CEQA Exempt, District 2

[\$141,152] Structural Fire Taxes 36%, City Contract Reimbursement 20%, County Fire Department 44% %

DATE: September 2, 2015

PAGE: 2 of 3

RECOMMENDED MOTION: (Continued)

4. Direct the Clerk of the Board to file the Notice of Exemption within five (5) days of approval by the Board.

BACKGROUND:

Summary

The County of Riverside has operated radio communication equipment for Sheriff at the site known as Paradise Hill in Norco for over ten years. As part of the PSEC project, a new communication facility known as Beacon Hill was developed nearby, and the Paradise site remained active until it could be determined whether or not the Sheriff Radio coverage objectives could be achieved with just the Beacon Hill site. After analysis it was determined Sheriff radio coverage could be achieved without the Paradise site, so the Sheriff and RCIT equipment was removed from the Paradise site. However, County Fire moved equipment into the site when the City of Norco disbanded its fire department and contracted with County Fire.

Since the License Agreement for Sheriff has expired, it is now therefore necessary for the County to enter into a License agreement with Crown Castle to enable County Fire to use a portion of the Communication Tower in accordance with this new License Agreement.

The attached Government Entity Tower License Agreement represents a new Ten year term with automatic extension options in the event neither party notifies the other of its intention to terminate the agreement.

Licensor: Crown Castle MU LLC, (f/k/a Mountain Union Telecom, LLC)
2000 Corporate Drive
Canonsburg, PA 15317

Premise Location: 1234 Paradise Tower Road, Norco, CA 92860

Term: May 13, 2015 through May 12, 2025

Extension: Automatic for additional ten years if no notice is given 120 days prior to the end of the term.

Rent: \$1,000.00

Rental Adjustments: 3% of the base fee

Impact on Citizens and Businesses

The site enhances communications for the Fire Department.

SUPPLEMENTAL:

Additional Fiscal Information

See attached Exhibits A, B, & C.

Fire will budget these costs in FY2015/16 thru FY2024/25 and will reimburse the Economic Development Agency for all lease costs on a monthly basis.

(Continued)

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Economic Development Agency/Facilities Management

FORM 11: Government Entity Tower License Agreement 10 Year – Norco, CEQA Exempt, District 2

[\$141,152] Structural Fire Taxes 36%, City Contract Reimbursement 20%, County Fire Department 44% %

DATE: September 2, 2015

PAGE: 3 of 3

Contract History and Price Reasonableness

The price is below average.

Attachments:

Exhibit A, B & C

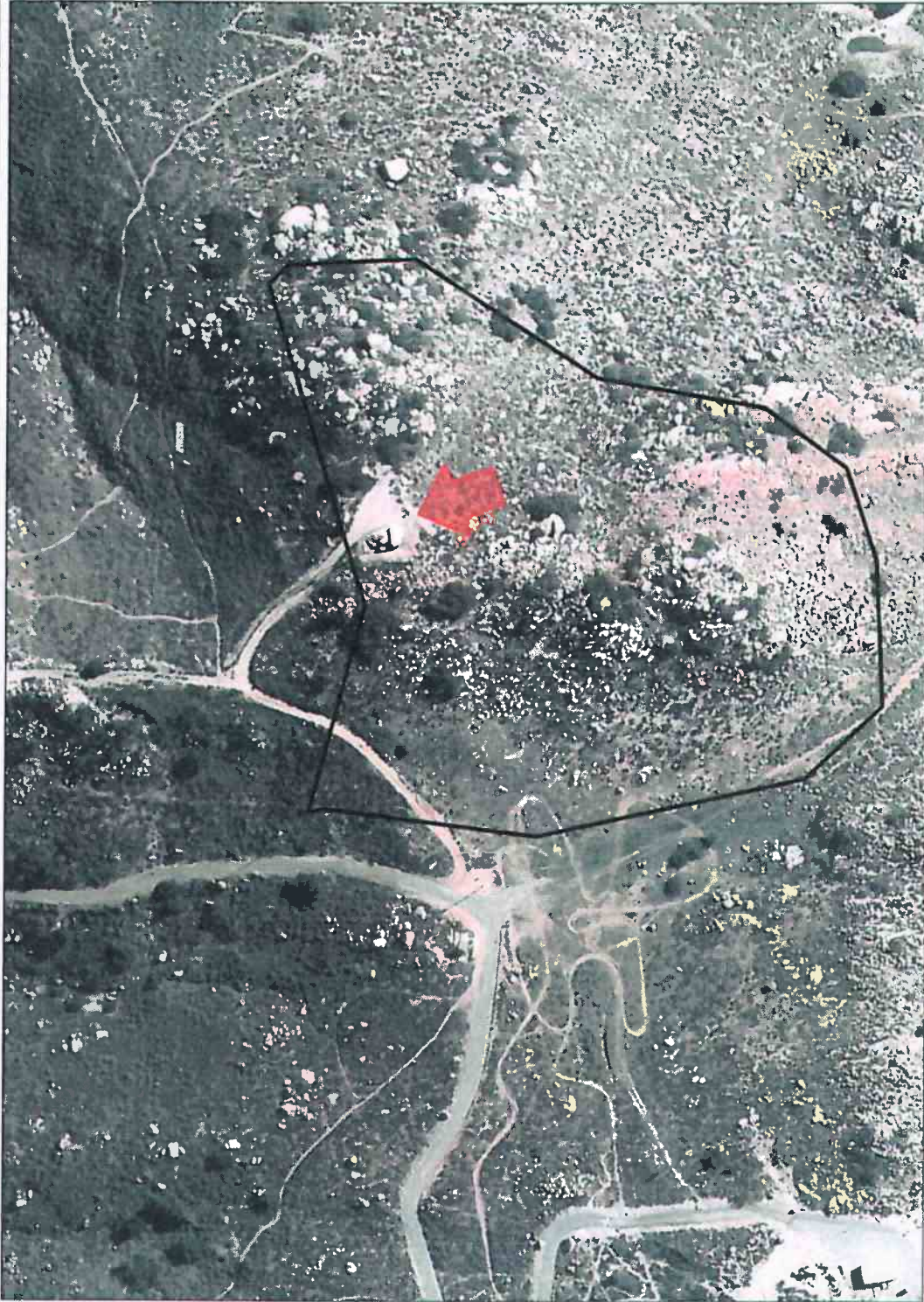
Government Entity Tower License Agreement (4)

CEQA Notice of Exemption

Aerial Image

NR007 NORCO COMMUNICATIONS TOWER

APN 123-080-035



0 206 413 Feet

413 Feet



IMPORTANT Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party) accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

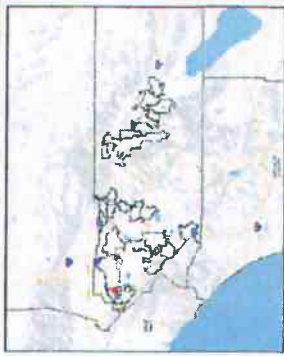
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Notes

Legend

- roadsanno
- highways
- HWY
- INTERCHANGE
- INTERSTATE
- OFFRAMP
- ONRAMP
- USHWY
- counties
- cities
- hydrographylines
- waterbodies
 - Lakes
 - Rivers





Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.

9/16/15
Date

DB
Initial

NOTICE OF EXEMPTION

August 17, 2015

Project Name: New Government Entity Tower License Agreement- Paradise Hill, Norco

Project Number: FM042490000700

Project Location: 1234 Paradise Tower Road, Norco, CA 92860;
Assessor Parcel Number 123-080-035 (See attached exhibits)

Description of Project: The County of Riverside (County), on behalf of the Riverside County Fire (Fire), proposes to enter into a new ten (10) year term license with Crown Castle MU LLC, (f/k/a Mountain Union Telecom, LLC) (Licensor), with automatic extension options in the event neither party notifies the other of its intention to terminate the agreement. The County has operated radio communication equipment for Riverside County Sheriff (Sheriff) at the site known as Paradise Hill, located at 1234 Paradise Tower Road, Norco, for over ten years. As part of a Public Safety Enterprise Communication (PSEC) project, a new communication facility known as Beacon Hill was developed nearby, and the Paradise site remained active until it could be determined whether or not the Sheriff Radio coverage objectives could be achieved with just the Beacon Hill site. It turned out that Sheriff radio coverage could be achieved without the Paradise site, so the Sheriff and Riverside County Informational Technologies (RCIT) equipment was pulled out. However, County Fire moved equipment into the site when the City of Norco disbanded its fire department and contracted with County Fire. Since the license agreement for Sheriff has expired, it is now therefore necessary for the County to enter into a License agreement with Licensor to enable County Fire to use a portion of the existing Communication Tower in accordance with this new license agreement. The project does not involve any changes to land use, the existing building, or the physical environment. The proposed project is the licensing of property involving existing facilities and no expansion of an existing use will occur. The operation of the facility will continue to be similar to ongoing uses and will not result in an increase in the intensity of the use of the site. No additional direct or indirect physical environmental impacts are anticipated. The proposed project is the licensing of property involving existing facilities; no expansion of an existing use will occur.

Name of Public Agency Approving Project: County of Riverside, Economic Development Agency

Name of Person or Agency Carrying Out Project: County of Riverside, Economic Development Agency; Crown Castle MU LLC, (f/k/a Mountain Union Telecom, LLC)

Exempt Status: State California Environmental Quality Act (CEQA) Guidelines, Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b)(3), General Rule or "Common Sense" Exemption.

Reasons Why Project is Exempt: The Project is exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The Project will not result in any specific or general exceptions to the use of

SEP 15 2015 3-9

P.O. Box 1180 • Riverside, California • 92502 • T: 951.955.8916 • F: 951.955.6686

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Fair & National Date Festival
Foreign Trade
Graffiti Abatement


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Project Management
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Real Property
Redevelopment Agency
Workforce Development

the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The Project will not cause any impacts to scenic resources, historic resources, or unique sensitive biological environments. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create an environmental impact. The new license agreement is not anticipated to result in any significant physical environmental impacts.

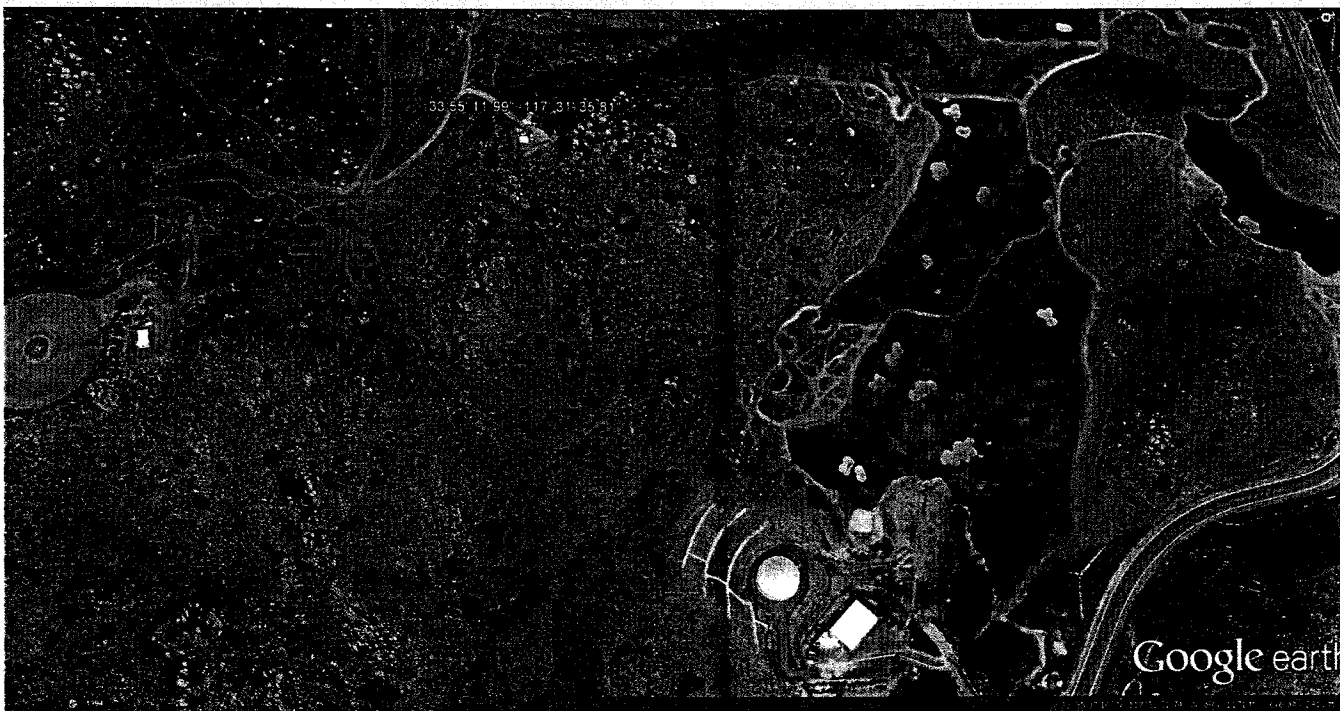
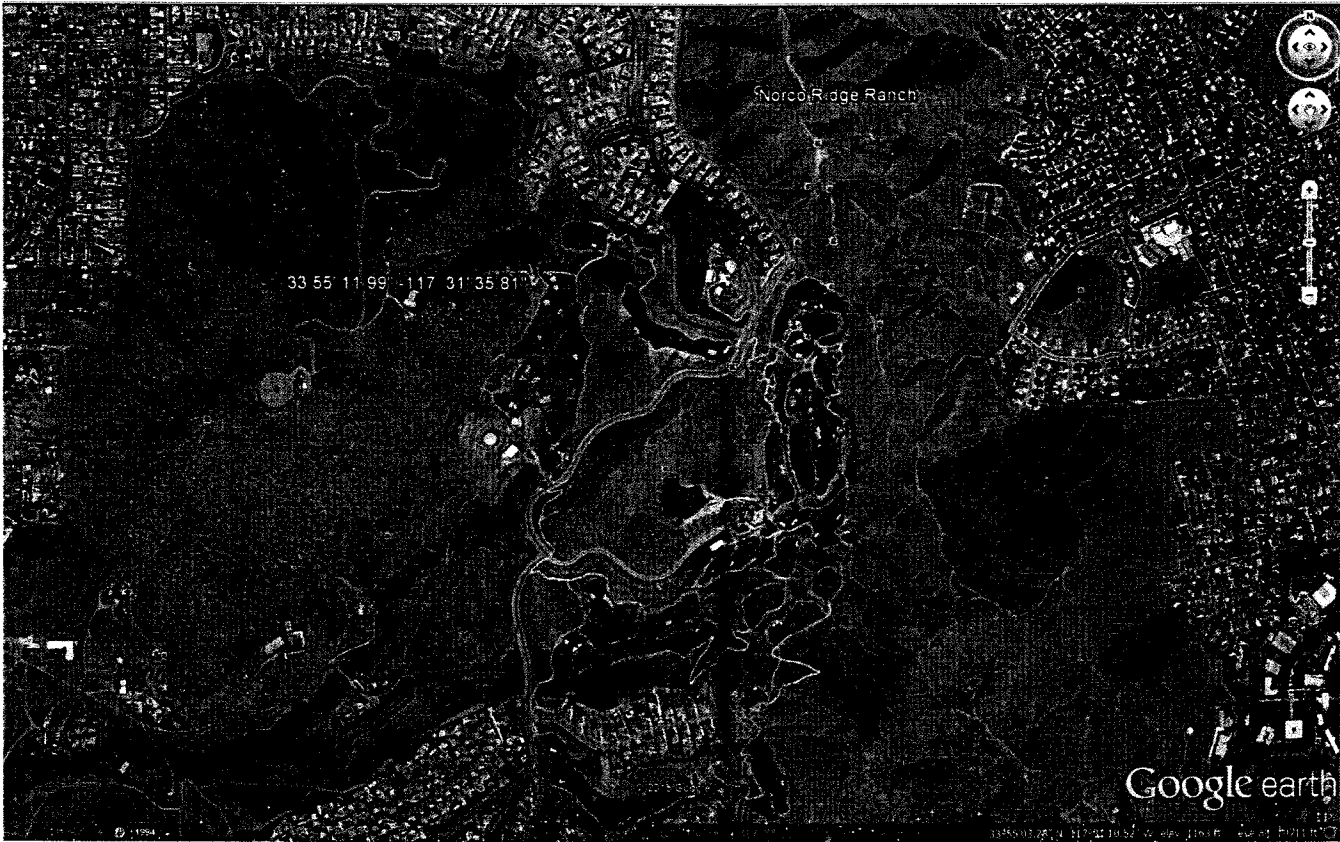
- Section 15301 – Class 1 Existing Facilities Exemption. This exemption includes the operation, repair, maintenance, leasing, licensing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site’s use. The Project as proposed is the entering into a new license agreement. The license agreement will not increase or expand the use of the site, and merely allows for the continued use of the site in a similar capacity; therefore, the Project meets the scope and intent of the Class 1 Exemption.
- Section 15061 (b)(3) – “Common Sense” Exemption. In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment” State CEQA Guidelines, Section 15061(b)(3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *Muzzy Ranch Co. v Solano County Airport Land Use Comm’n* (2007) 41 Cal.4th 372.

With certainty, there is no possibility that the Project may have a significant effect on the environment. The proposed license agreement will not have an effect on the environment. The use and operation of the facility will be substantially similar to the existing uses and will not create any new environmental impacts to the surrounding area. Therefore, in no way would the Project as proposed have the potential to cause a significant environmental impact and the Project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the Project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed:  Date: 8/17/15

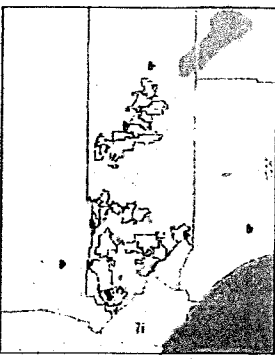
John Alfred, Acting Senior Environmental Planner
County of Riverside, Economic Development Agency



New Government Entity Tower License Agreement- Paradise Hill, Norco
Latitude: 33 55' 11.99" Longitude: -117 31' 35.81"

NR007 NORCO COMMUNICATIONS TOWER

APN 123-080-035



Legend

- roadsanno
- highways
- HWY
- INTERCHANGE
- INTERSTATE
- OFFRAMP
- ONRAMP
- USHWY
- counties
- cities
- hydrographylines
- waterbodies
- Lakes
- Rivers

Notes

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RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: New Government Entity Tower License Agreement- Paradise Hill, Norco

Accounting String: 524830-47220-7200400000- FM042490000700

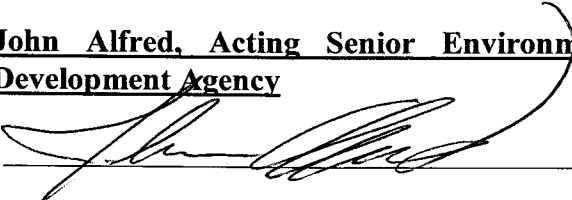
DATE: August 17, 2015

AGENCY: Riverside County Economic Development Agency

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: John Alfred, Acting Senior Environmental Planner, Economic Development Agency

Signature:  _____

PRESENTED BY: Lorie Houghlan, Real Property Agent, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: _____

DATE: _____

RECEIPT # (S) _____



Date: July 17, 2015

To: Mary Ann Meyer, Office of the County Clerk

From: John Alfred, Acting Senior Environmental Planner, Project Management Office

Subject: **County of Riverside Economic Development Agency Project # FM042490000700**
New Government Entity Tower License Agreement- Paradise Hill, Norco

The Riverside County's Economic Development Agency's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

After posting, please return the document to Mail Stop #1330 Attention: John Alfred, Acting Senior Environmental Planner, Economic Development Agency, 3403 10th Street, Suite 400. Riverside, CA 92501. If you have any questions, please contact John Alfred at 955-4844.

Attachment

cc: file



WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
 to Riverside County Clerk of the Board, Stop 1010
 Post Office Box 1147, Riverside, Ca 92502-1147
 Thank you!

Customer Site Name: Paradise
Customer Site No.: NR007

Crown Site Name: Norco
JDE Business Unit: 839391
License Identifier: 422997

GOVERNMENT ENTITY TOWER LICENSE AGREEMENT

THIS GOVERNMENT ENTITY TOWER LICENSE AGREEMENT (this "Agreement") is entered into as of this 23rd day of September, 20 15 (the "Effective Date") between Crown Castle MU LLC, a Delaware limited liability company (f/k/a Mountain Union Telecom, LLC), with a place of business at 2000 Corporate Drive, Canonsburg, Washington County, Pennsylvania 15317 ("Licensor"), and County of Riverside, a political sub-division, with its principal office at 3133 Mission Inn Avenue, Riverside, Riverside County, California 92507 ("Licensee").

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

1. DEFINITIONS

The following terms as used in this Agreement are defined as follows:

"Acquiring Party" Any person acquiring title to Licensor's interest in the real property of which the Site forms a part through a Conveyance.

"Adjustment Date" The date on which the Basic Payment shall be adjusted as set forth in Section 5.2 below.

"AM Detuning Study" A study to determine whether measures must be taken to avoid disturbance of an AM radio station signal pattern, as described in Section 2.3 below.

"Base Fee" The then-current Basic Payment, as described in Section 5.2 below.

"Basic Payment" The consideration paid by Licensee for the right to use the Licensed Space as described in Section 5.1 below and subject to adjustment as described in Section 5.2 below.

"Closeout Documentation" As-built drawings and other installation documentation required by Licensor, as described in Section 2.6 below.

"Conveyance" Including, without limitation, any exercise by a Lender of its rights under the Security Instrument, including a foreclosure, sheriff's or trustee's sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Site and any other transfer, sale or conveyance of the Licensor's interest in the property of which the Site forms a part under peril of foreclosure or similar remedy, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure or similar remedy.

Prepared by: chudson

Prepared on: 8/1/14

Revised on:

0911 266 52 BK 1:07

CROWN CASTLE STANDARD FORM GOVERNMENT ENTITY TLA 2-21-07

SEP 15 2015

39



2015-9-129043

Customer Site Name: Paradise
Customer Site Number: NR007

Crown Site Name: Norco
JDE Business Unit: 839391
License Identifier: 422997

“Equipment” Licensee’s communications equipment including, but not limited to Licensee’s antennas, cables, connectors, wires, radios, radio shelter or cabinet, and related transmission and reception hardware and software, and other personal property.

“FCC” The Federal Communications Commission.

“Government Entity” Any federal, state or local governmental unit or agency thereof with jurisdiction applicable to the Site.

“Intermodulation Study” A study to determine whether an RF interference problem may arise, as described in Section 2.3 below.

“Intermodulation Study Fee” The fee payable by Licensee to Licensor to defray Licensor’s costs incurred in preparing or obtaining an Intermodulation Study. The amount of the Fee shall be reasonably commensurate with the scope and complexity of the subject Intermodulation Study.

“Lender” Any and all lenders, creditors, indenture trustees and similar parties.

“Licensed Space” That portion of the Site which is licensed to Licensee hereunder.

“Licensee” The party named as “Licensee” in the first paragraph hereof and its successors in interest.

“Licensor” The party named as “Licensor” in the first paragraph hereof and its successors in interest.

“Modification” (i) Any modification to the Equipment as specified herein or an approved Site Engineering Application; (ii) any alterations in the frequency ranges or FCC licensed allocation or power levels specified in the approved Site Engineering Application; (iii) any change in Licensee’s technology protocol (e.g., GSM, CDMA, TDMA, iDEN, etc.); (iv) any addition of Equipment or occupation of additional space, or relocation of Equipment on the tower or on the ground, or relocation of ground space or equipment shelter space; or (v) any repair to the Equipment that affects tower loading capacity.

“Modification Application Fee” The fee payable by Licensee to Licensor in the amount of Zero Dollars (\$0.00) to defray Licensor’s costs incurred in evaluating a Site Engineering Application.

“Prime Lease” The lease(s), sublease(s) or other prior agreement(s) or instrument(s) (e.g., deed) from which Licensor derives its rights in the Site and/or which contain(s) restrictions on use of the Site, as described in Article 18 below.

“Pro Rata Share” The fraction or decimal equivalent determined by dividing one (1) by the total number of then-existing users of the Site. In no event shall the Pro Rata Share exceed fifty percent (50%).

“Regulatory Compliance Costs” The reasonable costs, including reasonable attorneys’ fees, incurred by Licensor at the Site after the Effective Date in order to comply with any applicable law, regulation, rule, guideline, directive or requirement promulgated by a Government Entity.

“RF” Radio frequency.

Prepared by: chudson

Prepared on: 8/1/14

Revised on:

CROWN CASTLE STANDARD FORM GOVERNMENT ENTITY TLA 2-21-07

Customer Site Name: Paradise
Customer Site Number: NR007

Crown Site Name: Norco
JDE Business Unit: 839391
License Identifier: 422997

“Security Instrument” Any and all mortgages, deeds of trust or other deeds, and any similar security agreements that encumber the Site to secure the debt of Licensor.

“Site” The property referred to in Section 2.1 below, which is owned, leased, or otherwise controlled by Licensor and which contains the Licensed Space.

“Site Application Fee” The fee paid by Licensee to Licensor to evaluate a Site Engineering Application to determine whether the tower and Site have sufficient capacity to accommodate the Equipment.

“Site Engineering Application” The application form (as may be amended by Licensor from time to time), which shall be submitted to Licensor by Licensee when Licensee desires to apply for a license to install or make a Modification to Equipment. The approved Site Engineering Application is attached to, and incorporated into, this Agreement as part of **Exhibit B**.

“Site Plan” The site plan referred to in Section 2.2 below, a copy of which is attached hereto as **Exhibit C**.

“Site Rules” The “Site Rules”, or its successor, issued by Licensor from time to time, as described in Section 2.2 below.

“Structural Analysis” An engineering analysis performed to determine whether the physical and structural capacity of the tower are sufficient to accommodate the proposed Equipment, which analysis takes into consideration factors such as weight, wind loading and physical space requirements.

“Structural Analysis Fee” The fee payable by Licensee to Licensor in the amount of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) to defray Licensor’s costs incurred with respect to its performance of a Structural Analysis.

“Subsequent Use” Any installation or modification to Licensor’s or another user’s equipment subsequent to the installation or modification of the Equipment as described in Section 6.1 below.

“Term” The term of this Agreement, as set forth in Article 4 below.

“Term Commencement Date” May 12, 2015.

“Tower Level Drawing” The tower level drawing referred to in Section 2.2 below, a copy of which is attached hereto as part of **Exhibit B**.

“Work” The installation of Equipment or construction of an approved Modification to Equipment at the Site, as set forth in Section 2.5 below.

Prepared by: chudson
Prepared on: 8/1/14
Revised on:

Customer Site Name: Paradise
Customer Site Number: NR007

Crown Site Name: Norco
JDE Business Unit: 839391
License Identifier: 422997

2. **SITE, LICENSE, EQUIPMENT, LICENSED SPACE, APPLICATION FOR MODIFICATIONS,
CONDITIONS PRECEDENT**

2.1 **The Site.** The Site consists of that certain parcel of property, located in the City of Norco, the County of Riverside, and the State of California, which is described in **Exhibit A** hereto.

2.2 **License to Install, Operate and Maintain the Equipment.** Licensor hereby grants a license to Licensee to install, operate and maintain the Equipment at the Site within the Licensed Space, as such Equipment and Licensed Space is described in, and subject to, the approved Site Engineering Application and Tower Level Drawing attached hereto as **Exhibit B** and as shown in the Site Plan attached hereto as **Exhibit C**. Such license is subject to the Site Rules and is restricted exclusively to the installation, operation and maintenance of antennas and equipment consistent with the specifications and in the locations identified in **Exhibit B** and **Exhibit C**. If Licensee fails to install the total number of permitted antennas and transmission lines as described in **Exhibit B** and **Exhibit C** within one hundred eighty (180) days of commencement of its initial installation of Equipment, the right to install any such antennas and lines not installed shall be deemed waived, with no reduction of the Basic Payment. No capacity or rights will be reserved for future installation of such Equipment after such one hundred eighty (180) day period.

2.3 **Application for Modifications.** Licensee shall apply to make Modifications by submitting a Site Engineering Application to Licensor together with payment of the Modification Application Fee. A Structural Analysis, AM Detuning Study or an Intermodulation Study may be required by Licensor in connection with a proposed Modification, and Licensee will be liable for the cost thereof. Any approved Modification shall be evidenced by an amendment to this Agreement, and the Site Engineering Application approved by Licensor describing the Modification shall be an exhibit to said amendment.

2.4 **Conditions Precedent to Installation of Equipment or Modification.** Notwithstanding anything to the contrary herein, the parties agree that Licensee's right to install Equipment or make a Modification to Equipment at the Site shall not commence until the following conditions are satisfied: (i) Licensor has received any written consent required under the Prime Lease to allow Licensor to license the Licensed Space to Licensee; (ii) a Site Engineering Application has been approved by Licensor; (iii) the Site Application Fee, Structural Analysis Fee, Intermodulation Study Fee and fee for AM Detuning Study (if any) have been paid; (iv) Licensee has received all required permits (if any) for its installation of, or Modification to, the Equipment and all required regulatory or governmental approvals of Licensee's proposed use of the Site, and Licensor has received, reviewed, and accepted copies of such required permits (if any) and such required regulatory or governmental approvals; and (v) Licensor has received a waiver of any applicable rights of first refusal in and to the space or Licensed Space that Licensee identifies in the Site Engineering Application. With respect to Licensee's initial installation of Equipment at the Site, if any applicable conditions precedent are not satisfied within one hundred eighty (180) days of the date of full execution of this Agreement, either party shall have the right to terminate this Agreement upon written notice to the other party, unless and until all applicable conditions precedent are thereafter satisfied. Upon satisfaction of all conditions precedent, Licensor shall provide written notice to Licensee to confirm said satisfaction. In the event that Licensee breaches this Agreement by installing Equipment or making a Modification other than as permitted hereunder, then in addition to all other remedies available to Licensor, Licensor shall be entitled to receive, and Licensee shall pay to Licensor, upon notice from Licensor, an administrative fee equal to six (6) times the Basic Payment, if payable monthly, or one-half (1/2) the Basic Payment, if payable annually, based on the amount of the Basic Payment at the time of said notice.

2.5 **Performance of Work.** Licensee may engage Licensor to install Licensee's Equipment, and to make approved Modifications to Licensee's Equipment pursuant to this Article 2 (the "Work"), upon terms mutually agreed upon by the parties in writing; provided, however, in the event that Licensee does not engage Licensor to perform the Work, Licensee shall (i) only engage a vendor approved by Licensor to perform the Work and (ii) pay to

Prepared by: chudson
Prepared on: 8/1/14
Revised on:
CROWN CASTLE STANDARD FORM GOVERNMENT ENTITY TLA 2-21-07

Customer Site Name: Paradise
Customer Site Number: NR007

Crown Site Name: Norco
JDE Business Unit: 839391
License Identifier: 422997

Licensors One Thousand and 00/100 Dollars (\$1,000.00) upon completion of the Work for the purpose of defraying the cost associated with Licensor's inspection of the Work. Notwithstanding Licensor's inspection of any Work not performed by Licensor, Licensor shall in no way be liable for any defect in the Work or any of the materials used, and Licensee shall not rely on Licensor's inspection of the Work as confirmation that no defects exist. All Work shall be performed in accordance with the standards set forth in the Site Rules.

2.6 Closeout Documentation. In the event that Licensee engages Licensor to perform any Work for Licensee, Licensor shall provide to Licensee all Closeout Documentation within sixty (60) days of completion of the Work. In the event that Licensee does not engage Licensor to perform any Work for Licensee and Licensee engages a vendor approved by Licensor to perform the Work in accordance with Section 2.5, Licensee shall provide to Licensor all Closeout Documentation within sixty (60) days of completion of the Work; provided, however, in the event that Licensee fails to provide to Licensor said Closeout Documentation within said sixty (60) day period, Licensee shall pay to Licensor One Thousand and 00/100 Dollars (\$1,000.00) for the purpose of defraying Licensor's costs associated with preparation of the Closeout Documentation required hereunder.

3. ACCESS, USE OF SITE

3.1 Access to Site. Licensor hereby grants to Licensee a non-exclusive license for pedestrian and vehicular ingress to and egress from the Site over the designated access area to the Site as described in **Exhibit A**, on a 24 hour per day, 7 day per week basis, subject, however, to any restrictions in the Prime Lease or any underlying easement, for the purposes of maintaining, operating and repairing the Equipment, together with license to maintain, operate and repair utility lines, wires, cables, pipes, lines, or any other means of providing utility service, including electric and telephone service, to the Licensed Space. Licensor shall have no duty to remove snow or otherwise maintain the access area.

3.2 Authorized Persons; Safety of Personnel. Licensee's right of access shall be limited to authorized employees, contractors or subcontractors of Licensee, or persons under their direct supervision. Licensee shall not allow any person to climb a tower without ensuring that such person works for a vendor approved by Licensor for the subject work.

3.3 Notice to District Manager. Licensee agrees to provide Licensor's designated District Manager (or other designated person) prior notice of any access to be made by Licensee to the Site, except in the event of an emergency, in which event Licensee shall provide notice within twenty-four (24) hours following such emergency access. For the purposes hereof, an emergency shall be deemed to be a situation that reasonably appears to present an imminent risk of bodily injury or property damage.

3.4 Licensee's Use of the Site. Licensee shall use the Licensed Space at the Site to install, operate and maintain only the Equipment and shall transmit and receive only within the FCC licensed frequency ranges and at the power levels specified herein.

3.5 Permits, Authorizations and Licenses. Licensee shall be solely responsible for obtaining, at its own expense, all permits, authorizations and licenses associated with its occupancy of Licensed Space at the Site and utilization of Equipment thereon and shall promptly provide copies thereof to Licensor.

3.6 Zoning Approval. Licensee must provide Licensor with copies of any zoning application or amendment that Licensee submits to the applicable zoning authority in relation to its installation or modification of Equipment at the Site, at least seventy-two (72) hours prior to submission to the applicable zoning authority. Licensor reserves the right to (i) require that it be named as co-applicant on any such zoning application or amendment and/or (ii) require revisions to any such zoning application or amendment. Licensor also reserves the right, prior to any decision by the applicable zoning authority, to approve or reject any conditions of approval,

Prepared by: chudson
Prepared on: 8/1/14
Revised on:
CROWN CASTLE STANDARD FORM GOVERNMENT ENTITY TLA 2-21-07

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JDE Business Unit: 839391
License Identifier: 422997

limitations or other obligations that would apply to the owner of the Site or property, or any existing or future Site licensee, as a condition of such zoning authority's approval; provided, however, Licensor shall not unreasonably withhold or delay approval of any such conditions of approval, limitations or other obligations. Licensee agrees that any Modification, or change in use of the Licensed Space, as approved herein, requires an amendment hereto which may entitle Licensor to additional compensation. Licensee shall be solely responsible for all costs and expenses associated with (i) any zoning application or amendment submitted by Licensee, (ii) making any improvements or performing any other obligations required as a condition of approval with respect to same and (iii) any other related expenses.

3.7 **Utilities.** Licensee shall pay for all electricity and other utilities it uses. If separate metering is unavailable, Licensee shall pay a share of such costs as allocated by Licensor.

4. TERM

4.1 **Term of Agreement.** The term of this Agreement shall commence on the Term Commencement Date and continue for a period of ten (10) year(s), ending on the day immediately prior to the tenth (10th) anniversary of the Term Commencement Date at twelve o'clock (12:00 p.m.) EST (the "Term").

4.2 **Automatic Term Renewal.** Either party may provide written notice to the other of its election not to renew the Term, at least one hundred twenty (120) days prior to the end of the current Term.

4.3 **Term Subject to Prime Lease.** Notwithstanding the foregoing, if Licensor's rights in the Site are derived from a Prime Lease, then the Term shall continue and remain in effect only as long as Licensor retains its interest under said Prime Lease.

5. CONSIDERATION

5.1 **Basic Payment.** Licensee shall pay to Licensor One Thousand and 00/100 Dollars (\$1,000.00) per month (the "Basic Payment") for its license and use of the Licensed Space. The Basic Payment shall be paid in advance and without demand, in equal monthly payments payable on the Term Commencement Date, and on the first day of each month thereafter continuing for the Term, subject to extensions as provided for herein. Payments shall be made by check payable to Crown Castle MU LLC, P.O. Box 301421 Dallas, Texas 75303-1421. Licensee shall include the JDE Business Unit No. 839391 on or with each payment. Licensee shall also make any payments required to be made by a user of the Site to the lessor or landlord under the Prime Lease, attached hereto as **Exhibit D**.

5.2 **Adjustments to Basic Payment.** The Basic Payment shall be increased on the first anniversary of the Term Commencement Date and every anniversary of the Term Commencement Date thereafter (the "Adjustment Date") by three percent (3%). Licensor's failure to demand any such increase shall not be construed as a waiver of any right thereto and Licensee shall be obligated to remit all increases notwithstanding any lack of notice or demand thereof. The adjustment to the Basic Payment shall be calculated by the following formula:

The adjusted Basic Payment = Base Fee + (Base Fee × 3%).

"Base Fee" shall mean the then-current Basic Payment.

5.3 **Regulatory Compliance Costs.** In the event that Licensor incurs Regulatory Compliance Costs at the Site during the Term, Licensee shall pay to Licensor its Pro Rata Share of such Regulatory Compliance Costs within thirty (30) days of receipt of Licensor's invoice for same.

Prepared by: chudson
Prepared on: 8/1/14
Revised on:

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5.4 **Taxes, Fees and Assessments.** Licensee shall pay directly to the applicable Government Entity or to Licensor if Licensor is invoiced by such Government Entity, all taxes, fees, assessments or other charges assessed by any Government Entity against the Equipment and/or Licensee's use of the Site or the Licensed Space. Licensee shall pay to Licensor or the appropriate taxing authority, if and when due, any sales, use, ad valorem or other taxes or assessments which are assessed or due by reason of this Agreement or Licensee's use of the Site or the Licensed Space. Licensee shall also pay to Licensor its Pro Rata Share of all taxes, fees, assessments or charges assessed by any Government Entity against the Site or against Licensor's improvements thereon. Licensor shall provide notice of any assessments to be paid by Licensee promptly upon receipt. Licensor shall invoice Licensee annually, indicating the amount of the assessment, its Pro Rata Share and the amount due. Said invoices shall be paid within thirty (30) days of Licensee's receipt.

6. INTERFERENCE

6.1 **Interference to Licensee's Operations.** Licensor agrees that neither Licensor nor Licensor's other users of the Site or property adjacent to the Site controlled or owned by Licensor, whose equipment is installed or modified subsequently to Licensee's Equipment ("Subsequent Use"), shall permit their equipment to interfere with Licensee's permitted transmissions or reception. In the event that Licensee experiences RF interference caused by such Subsequent Use, Licensee shall notify Licensor in writing of such RF interference and Licensor shall cause the party whose Subsequent Use is causing said RF interference to reduce power and/or cease operations in order to correct and eliminate such RF interference within seventy-two (72) hours after Licensor's receipt of such notice. In the event Licensor is notified of any RF interference experienced by Licensee alleged to be caused by a Subsequent Use, the entity responsible for the Subsequent Use shall be obligated to perform (or cause to be performed) whatever actions are commercially reasonable and necessary at no cost or expense to Licensee to eliminate such RF interference. Licensor further agrees that any licenses or other agreements with third parties for a Subsequent Use will contain provisions that similarly require such users to correct or eliminate RF interference with Licensee's operation of its Equipment following receipt of a notice of such interference.

6.2 **Interference by Licensee.** Notwithstanding any prior approval by Licensor of Licensee's Equipment, Licensee agrees that it will not allow its Equipment to cause RF interference to Licensor and/or other pre-existing users of the Site in excess of levels permitted by the FCC. If Licensee is notified in writing that its operations are causing such RF interference, Licensee will immediately take all necessary steps to determine the cause of and eliminate such RF interference. If the interference continues for a period in excess of seventy-two (72) hours following such notification, Licensor shall have the right to require Licensee to reduce power and/or cease operations until such time as Licensee can make repairs to the interfering Equipment. In the event that Licensee fails to promptly take such action as agreed, then Licensor shall have the right to terminate the operation of the Equipment causing such RF interference, at Licensee's cost, and without liability to Licensor for any inconvenience, disturbance, loss of business or other damage to Licensee as the result of such actions. Licensee shall indemnify and hold Licensor and its subsidiaries and affiliates harmless from all costs, expenses, damages, claims and liability that result from RF interference caused by Licensee's Equipment.

7. RELOCATION OF EQUIPMENT BY LICENSOR

7.1 **Relocation of Equipment at Licensor's Option.** Licensor shall have the right to change the location of the Equipment (including re-location of Equipment on the tower to an elevation used by other licensees) upon sixty (60) days written notice to Licensee, provided that said change does not, when complete, materially alter the signal pattern of the Equipment existing prior to the change. Any such relocation shall be performed at

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Licensor's expense and with reasonably minimal disruption to Licensee's operations and shall be evidenced by an amendment to this Agreement.

7.2 **Intentionally deleted.**

8. RF EXPOSURE

Licensee agrees to reduce power or suspend operation of its Equipment if necessary and upon reasonable notice to prevent exposure of workers or the public to RF radiation in excess of the then-existing regulatory standards.

9. LIENS

Licensee shall keep the Licensed Space, the Site and any interest it or Licensor has therein free from any liens arising from any work performed, materials furnished or obligations incurred by or at the request of Licensee, including any mortgages or other financing obligations, and shall discharge any such lien filed, in a manner satisfactory to Licensor, within thirty (30) days after Licensee receives written notice from any party that the lien has been filed.

10. MUTUAL INDEMNIFICATION

Each party shall indemnify, defend and hold the other party, its affiliates, subsidiaries, directors, officers, employees and contractors, harmless from and against any claim, action, damages, liability, loss, cost or expense (including reasonable attorney's fees), resulting from or arising out of the indemnifying party's and/or any of its contractors', subcontractors', servants', agents' or invitees' use or occupancy of the Site.

11. INSURANCE

Licensee shall carry public liability insurance covering its use of the Site with companies and in a form satisfactory to Licensor. The policy shall name Licensee as insured and Licensor as an additional insured. The policy shall bear endorsements to the effect that the insurer agrees to notify Licensor not less than thirty (30) days in advance of any modification or cancellation thereof. At a minimum, Licensee and all parties accessing the Site for or on behalf of Licensee (other than independent contractors, which must provide coverage specified by Licensor) shall obtain the following insurance coverage: (i) Statutory Workers' Compensation including \$500,000 Employers' Liability; (ii) Comprehensive General Liability including personal injury, broad form property damage, independent contractor, XCU and products/completed operations with limits not less than \$2,000,000 per occurrence; (iii) Automobile Liability with limits not less than \$1,000,000 per occurrence; and (iv) Fire and extended coverage insurance on all of Licensee's improvements at the Site including all of Licensee's Equipment and other personal property at the Site. The amount of the insurance limits identified above shall be increased on every fifth (5th) anniversary of the date of this Agreement by twenty-five percent (25%) over the amount of the insurance limits for the immediately preceding five (5) year period. All insurers will be rated A.M. Best A-(FSC VIII) or better and must be licensed to do business in the jurisdiction where the Site is located. The insurance requirements in this Agreement shall not be construed to limit or otherwise affect the liability of Licensee. All policies required to be provided pursuant to this Article 11 shall contain a waiver of subrogation in favor of Licensor. Licensee shall provide certificates evidencing said coverage to Licensor upon execution hereof. Licensee shall provide a copy of said policies to Licensor upon request.

12. CASUALTY OR CONDEMNATION

12.1 **Casualty.** In the event that the Site, or any part thereof, is damaged by fire or other casualty not caused by Licensee, Licensor shall have ninety (90) days from the date of damage, if the damage is less than total

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destruction of the Site, in which to make repairs, and one hundred and eighty (180) days from date of destruction, if the Site (including the tower structure) is destroyed, in which to replace the destroyed portion of the Site. If Licensor fails for any reason to make such repair or restoration within the stipulated period and the damage or destruction effectively precludes Licensee's use of the Site as authorized under this Agreement, then either party may, at its option, terminate this Agreement without further liability of the parties, as of the date of partial or complete destruction. If, for any reason whatsoever, Licensee's use of the Site is interrupted due to casualty, Licensee's sole remedy shall be abatement of the Basic Payment for the period during which Licensee's use of the Site is interrupted. Except with regard to repair of the Site as stated in this Section 12.1, Licensor shall not be responsible for any damage caused by vandalism or acts of God. In no event shall Licensor be liable to Licensee for damage to the Equipment or interruption or termination of Licensee's operations caused by forces majeure or acts of God.

12.2 **Condemnation.** If any part of the Site shall be taken under the power of eminent domain Licensor and Licensee shall be entitled to assert their respective claims in accordance with applicable state law.

13. DEFAULT, REMEDIES, WAIVER OF CONSEQUENTIAL DAMAGES

Either of the following shall constitute an event of default hereunder: (i) Licensee's failure to either pay any amount due hereunder within ten (10) days of written notice from Licensor that said payment is delinquent; or (ii) either party's failure to cure any breach of any covenant of such party (not related to timeliness of payments) herein within thirty (30) days of written notice the non-breaching party of said breach; provided, however, such thirty (30) day cure period shall be extended upon the breaching party's request if deemed by the non-breaching party to be reasonably necessary to permit the breaching party to complete the cure, and further provided that the breaching party shall commence any cure within the thirty (30) day period and thereafter continuously and diligently pursue and complete such cure. In the event of default by Licensee, Licensee shall immediately make full payment of all amounts that Licensor would have been entitled to receive hereunder for the remainder of the then-current Term and Licensor shall have the right to accelerate and collect said payments. All delinquent amounts shall bear interest at the lesser of one and one-half percent (1 ½%) per month, or the maximum amount permitted by law. Except as otherwise provided in this Agreement, neither party shall be liable to the other for consequential, indirect, special, punitive or exemplary damages for any cause of action whether in contract, tort or otherwise, hereunder.

14. USE OF HAZARDOUS CHEMICALS

Licensee must inform Licensor if it will house batteries or fuel tanks at the Site. The use of any other hazardous chemicals at the Site requires Licensor's prior written approval. Licensee agrees to provide to Licensor no later than each January 15th, an annual inventory of its hazardous chemicals at the Site.

15. GOVERNING LAW, VENUE

The laws of the state where the Site is located, regardless of conflict of law principles, shall govern this Agreement, and any dispute related to this Agreement shall be resolved by arbitration or litigation in said state.

16. ASSIGNMENT, SUBLEASE, SHARING

This Agreement may not be sold, assigned or transferred, in whole or in part, by Licensee without the prior written approval or consent of Licensor, which consent may be withheld at Licensor's sole discretion. Any such assignment shall be evidenced by a form provided by Licensor and executed by Licensor, Licensee and the assignee. Licensee shall not sublease or license its interest in this Agreement, either directly or through subsidiaries or affiliated entities. Licensee shall not share the use of its Equipment with any third party.

Prepared by: chudson
Prepared on: 8/1/14
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17. NOTICES

All notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible. The notices shall be sent to the parties at the following addresses:

As to Licensee: County of Riverside
EDA Administration - FM Account Payable
3133 Mission Inn Avenue
Riverside, CA 92507
Telephone Number: (951) 955-4822
Facsimile Number: N/A

As to Licensor: Crown Castle MU LLC
2000 Corporate Drive
Canonsburg, PA 15317
Attention: Legal Department
Telephone Number: (724) 416-2000
Facsimile Number: (724) 416-2353

Licensor or Licensee may from time to time designate any other address for this purpose by giving written notice to the other party.

18. PRIME LEASE AGREEMENT

Licensor and Licensee acknowledge that Licensee's use of the Site is subject and subordinate to the Prime Lease. A redacted copy of the Prime Lease is attached as **Exhibit D** hereto. Licensee agrees to be bound by and to perform all of the duties and responsibilities required of the lessee, grantee or licensee as set forth in the Prime Lease to the extent they are applicable to the access to and use of the Site.

19. TERMINATION

19.1 **Withdrawal or Termination of Approval or Permit.** In the event any previously approved zoning or other permit of a Government Entity affecting the use of the Site as a communications facility is withdrawn or terminated, this Agreement shall be deemed to have been terminated effective as of the date of the termination of the permit or approval.

19.2 **Termination of Prime Lease.** In the event that the Prime Lease terminates for any reason, this Agreement shall be deemed to have terminated effective as of the date of the termination of the Prime Lease.

20. 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.

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Prepared on: 8/1/14
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21. NON-DISCLOSURE

The parties agree that except to the extent required by law, without the express written consent of the other party, neither party shall reveal, disclose or publish to any third party the terms of this Agreement or any portion thereof, except to such third party's auditor, accountant, lender or attorney or to a Government Entity if required by regulation, subpoena or government order to do so. Notwithstanding the foregoing, either party may disclose the terms of this Agreement to any of its affiliated entities, and Licensor may disclose the terms of this Agreement to any of its lenders or creditors or to third parties that are existing or potential lessees or licensees of space at the Site as may be reasonably necessary with respect to the operation, leasing, licensing and marketing of the Site, including, without limitation, terms relating to Licensee's permitted frequencies for the purposes of RF compliance tests and terms relating to Licensee's Equipment installed, or to be installed, on the tower for the purposes of structural analysis.

22. SUBORDINATION, NON-DISTURBANCE, ATTORNMENT

22.1 Subordination. Subject to Section 22.2, this Agreement and Licensee's rights hereunder are and will be subject and subordinate in all respects to: (i) the Security Instrument from Licensor in favor of Lender insofar as the Security Instrument affects the property of which the Site forms a part; (ii) any and all advances to be made thereunder; and (iii) any and all renewals, extensions, modifications, consolidations and replacements thereof. Said subordination is made with the same force and effect as if the Security Instrument had been executed prior to the execution of this Agreement.

22.2 Non-Disturbance. The subordination described in Section 22.1 is conditioned upon the agreement by Lender that, so long as this Agreement is in full force and effect and Licensee is not in material default (beyond applicable notice and cure periods) hereunder, Lender, for itself and on behalf of its successors in interest, and for any Acquiring Party, agrees that the right of possession of the Site and all other rights of Licensee pursuant to the terms of this Agreement shall remain in full force and effect and shall not be affected or disturbed by Lender in the exercise of its rights under the Security Instrument.

22.3 Liability of Parties. Licensee and Licensor agree (i) that any Conveyance shall be made subject to this Agreement and the rights of Licensee hereunder and (ii) that the parties shall be bound to one another and have the same remedies against one another for any breach of this Agreement as Licensee and Licensor had before such Conveyance; provided, however, that Lender or any Acquiring Party shall not be liable for any act or omission of Licensor or any other predecessor-in-interest to Lender or any Acquiring Party. Licensee agrees that Lender may join Licensee as a party in any action or proceeding to foreclose, provided that such joinder is necessary to foreclose on the Security Instrument and not for the purpose of terminating this Agreement.

22.4 Attornment. Licensee agrees that, upon receipt by Licensee of notice to attorn from Lender or any Acquiring Party, along with reasonable supporting documentation, (i) Licensee shall not seek to terminate this Agreement and shall remain bound under this Agreement, and (ii) Licensee shall attorn to, accept and recognize Lender or any Acquiring Party as the licensor or lessor hereunder pursuant to the provisions expressly set forth herein for the then remaining balance of the Term of this Agreement and any extensions or expansions thereof as made pursuant hereto. Licensee agrees, however, to execute and deliver, at any time and from time to time, upon the request of Lender or any Acquiring Party any reasonable instrument which may be necessary or appropriate to evidence such attornment.

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Prepared by: chudson
Prepared on: 8/1/14
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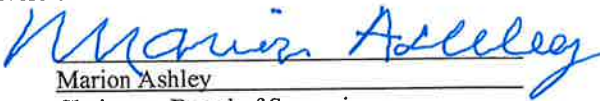
IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

Licensors
Crown Castle MU LLC

By: 
Print Name: JOHN M. MASSIMINO
Title: LICENSING MANAGER
Area: _____

Date: 9.23.2015

Licensee
County of Riverside

By: 
Print Name: Marion Ashley
Title: Chairman, Board of Supervisors

Date: SEP 15 2015

ATTEST:
KECIA HARRER-IHEM, Clerk
By: 
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY:  8-17-15
SYNTHIA M. GUNZEL DATE

Prepared by: chudson
Prepared on: 8/1/14
Revised on:
CROWN CASTLE STANDARD FORM GOVERNMENT ENTITY TLA 2-21-07

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JDE Business Unit: 839391
License Identifier: 422997

EXHIBIT A to Government Entity Tower License Agreement

SITE AND ACCESS AREA LEGAL DESCRIPTIONS

(See Attached)

Prepared by: chudson
Prepared on: 8/1/14
Revised on:

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CROWN CASTLE STANDARD FORM GOVERNMENT ENTITY TLA 2-21-07

PARCEL 1 (Tower Lease Site)

That portion of Parcel 2 of Parcel Map 20453, in the City of NORCO, County of RIVERSIDE, State of California, as shown by map in Parcel Map Book 136, page(s) 80 through 84, inclusive, of Parcel Maps, in the office of the County Recorder of Riverside County, being more particularly described as follows:

Commencing at the Westerly terminus of the centerline curve designated "#5 on sheet 2 of said Record of Survey, said curve being concave Northerly and having a radius of 65.00 feet, a radial bearing to said curve bears South 07° 07' 06" West;

Thence Easterly along said curve 64.40 feet through a central angle of 56° 45' 46";

Thence North 71° 41' 30" East, 99.30 feet;

Thence North 42° 23' 00" East, 149.80 feet;

Thence North 25° 12' 00" East, 74.70 feet;

Thence North 17° 33' 00" East, 53.00 feet;

Thence South 72° 27' 00" East, 30.50 feet;

Thence South 64° 51' 50" East, 20.30 feet;

Thence South 56° 29' 00" East, 28.60 feet;

Thence South 43° 13' 20" East, 79.00 feet;

Thence South 49° 19' 30" East, 27.70 feet;

Thence South 36° 10' 30" East, 30.50 feet to the True Point of Beginning;

Thence North 81° 50' 43" East, 9.24 feet;

Thence South 08° 09' 17" East, 60.00 feet;

Thence South 81° 50' 43" West 38.00 feet;

Thence North 08° 09' 17" West, 60.00 feet;

Thence North 81° 50' 43" East, 28.76 feet to the Point of Beginning.

Note: Said land is also shown as a portion of Parcel Map No. 29939, as per Map recorded on Book 198, page(s) 28 through 33 of Parcel Maps, records of Riverside County, California

PARCEL 2 (Fuel Tank Lease Site)

That portion of Parcel 2 of Parcel Map 20453, in the City of NORCO, County of RIVERSIDE, State of California, as shown by map in Parcel Map Book 136, page(s) 80 through 84, inclusive, of Parcel Maps, in the office of the County Recorder of Riverside County, being more particularly described as follows:

Commencing at the Westerly terminus of the centerline curve designated "#5 on sheet 2 of said Record of Survey, said curve being concave Northerly and having a radius of 65.00 feet, a radial bearing to said curve bears South 07° 07' 06" West;

Thence Easterly along said curve 64.40 feet through a central angle of 56° 45' 46";

Thence North 71° 41' 30" East, 99.30 feet;

Thence North 42° 23' 00" East, 149.80 feet;

Thence North 25° 12' 00" East, 74.70 feet;

Thence North 17° 33' 00" East, 53.00 feet;

Thence South 72° 27' 00" East, 30.50 feet;

Thence South 64° 51' 50" East, 20.30 feet;

Thence South 56° 29' 00" East, 28.60 feet;

Thence South 43° 13' 20" East, 79.00 feet;

Thence South 49° 19' 30" East, 27.70 feet;

Thence South 36° 10' 30" East, 30.50 feet to the True Point of Beginning;

Thence North 81° 50' 43" East, 9.24 feet;

Thence northeasterly N 38°36'26" E, 12.03 feet to the Point of Beginning for the described Fuel Tank Lease Site; thence northeasterly N 15°29'41"E, 4.50 feet; thence southeasterly S 74°30'19" E, 9.81 feet; thence southwesterly S 15°29'41" W, 4.50 feet; thence northwesterly N 74°30'19" W, 9.81 feet to the Point of Beginning

PARCEL 3 (Roadway Easement)

Those portions of Parcels 1 and 2, as shown by map on file in Parcel Map Book 136 at pages 80 through 84, inclusive, records of Riverside County, in the City of Norco, County of Riverside, State of California, being a strip of land 12 feet in width the centerline of which is more particularly described as follows:

COMMENCING at the Westerly terminus of the centerline curve designated "# 5" on Sheet 2 of said Record of Survey. Said curve being concave Northwesterly, having a radius of 65.00 feet, the radial to which bears South 07° 07' 06" West;

THENCE, Northeasterly along said curve an arc distance of 64.40 feet through a central angle of 56° 45' 46" to the point, a radial to which bears South 49° 38' 40" East;

THENCE, leaving said curve. North 71° 41' 30" East 37.03 feet to the **TRUE POINT OF BEGINNING**;

THENCE, continuing North 71° 41' 30" East 62.27 feet;

THENCE, North 42° 23' 00" East 149.80 feet;

THENCE, North 23° 12' 00" East 74.70 feet;

THENCE, North 17° 33' 00" East 53.00 feet

THENCE, South 72° 27' 00" East 30.50 feet;

THENCE, South 64° 51' 50" East 20.30 feet;

THENCE, South 56° 29' 00" East 28.60 feet;

THENCE, South 43° 13' 20" East 79.00 feet;

THENCE, South 49° 19' 30" East 27.70 feet;

THENCE, South 36° 10' 30" East 30.50 feet to the Northwesterly line of an Antenna Site, the easement to which is recorded as Instrument # 2000-210146, dated 6-2-2000, being the **TERMINUS** of said 12' wide strip.

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Customer Site Number: NR007

Crown Site Name: Norco
JDE Business Unit: 839391
License Identifier: 422997

EXHIBIT B to Government Entity Tower License Agreement

APPROVED SITE ENGINEERING APPLICATION AND TOWER LEVEL DRAWING

(See Attached)

Prepared by: chudson

Prepared on: 8/1/14

Revised on:

CROWN CASTLE STANDARD FORM GOVERNMENT ENTITY TLA 2-21-07



Customer Approved: Jul 21 2014

Application ID: 184886

Revision # 14 Submitted: May 21 2014

Submitted By: Andrew Silvernail
Original Submit Date: Sep 25 2013 **Desired Install Date:** Mar 21 2013
Reason for Application: Replacing existing equipment **JDE Job Number** 244801

Applications are subject to applicable Crown Castle engineering, regulatory, zoning/planning, and priority property-owner approval. Approval conditions may result in alternative requirements for type and/or placement of equipment. Approval conditions may also lead to additional or revised engineering analysis at Crown Castle discretion and upon consent of the customer.

Company Information

MLA: Stand Alone Agreement - TLA
Company: County of Riverside (Fire)
Address: EDA ADMINISTRATION - FM
 ACCOUNTS PAYABLE 3133
 MISSION INN AVE
City/Town: RIVERSIDE
State: CA **Postal Code:** 92507
Customer Job Number: N/A
Customer Payment Reference: N/A
Customer Site Name: Paradise
Customer Site Number : NR007

Site Information

Crown Castle Site Name: Norco
Crown Castle Site ID: 839391
Crown Castle District: Los Angeles
Address: 1234 Paradise Tower Road
City/Town: Norco
State: CA **Postal Code:** 92860
County: Riverside
Latitude: 33° 55' 11.99" **Longitude:** -117° 31' 35.81"
Structure Type: SELF SUPPORT **Structure Height:** 60 ft

Legal Entity Information

Operating Legal Entity: County of Riverside
Primary Contact: JAMES FORCE **Phone:** 951-955-4822
E-mail: JRForce@rivcoeda.org **Fax:** N/A
Address: 3403 10th Street, Suite 500
City/Town: Riverside **State:** CA **Postal Code:** 92508
RF Contact: AARON FRITZINGER **Phone:** 951-892-1238
E-mail: aaron.fritzinger@fire.ca.gov

Project Management Vendor

Project Management Vendor: None

Service Information

Svc	Technology	EIRP (WATTS)	Std Frequency	Frequencies Transmit		Receive	
				Start	Stop	Start	Stop
1	Analog	100.0		154.145	154.145	159.232	159.232



Antenna Information

Pos.	Mount Class / CAD	C Line	Elev	Level	Azimuth	Face	Leg or	Mfg. / Model	Svc	Transmit Start	Transmit Stop	Receive Start	Receive Stop	Use	Orient	Status
C	Side Arm Mount [SO 305-1]	44	41.0	30	FT		Leg A	RFS/CELWAVE1 BA1010-1		154.145	154.145	159.232	159.232	TX/RX	Upright	Installed
K	Side Arm Mount [SO 305-1]	66	57.0	270	FT		Leg C	DECIBEL DB222	1	154.145	154.145	159.232	159.232	TX/RX	Upright	Installed

Feedline Information

Pos.	Customer Mount Class	Qty	Mfg.	Model	Length	Location	Ladder Type	Status
C	Side Arm Mount	1	Primary: ANDREW Secondary: N/A	LDF4-50A	94.0	Internal Leg B	T Bracket	Installed
K	Side Arm Mount	1	Primary: ANDREW Secondary: N/A	LDF4-50A	116.0	Internal Leg B	T Bracket	Installed

Optional Component Information

Pos.	Customer Mount Class	Qty.	Mfg.	Model	Tower Mounted Equipment Type	Elevation	Status
C	Side Arm Mount	N/A	N/A	N/A	N/A	N/A	N/A
K	Side Arm Mount	N/A	N/A	N/A	N/A	N/A	N/A

Power Requirements

VAC	Need Crown Power	Phase	Amps
120/240	No	Single Phase	0

Lease, Pad, and Building Requirements

Building	Building Id #:	Building Type:	Length	Width	Height	SQ. Footage	Irregular SQ. Footage	Status
	N/A	N/A						
Lease			2ft 0in	2ft 0in	8ft 0in	4.0	N/A	INSTLLD
Pad			N/A N/A	N/A N/A	N/A N/A	N/A	N/A	N/A
Building			N/A N/A	N/A N/A	N/A N/A	N/A	N/A	N/A

Other Pad Requirements

No cabinets, dishes or other pads exist for this application

Number of Existing Cabinets: 0

Number of Proposed Cabinets: 0

Generator Requirements

No generators exist for this application



Battery Requirements			Is Battery Backup Required? No	
Type	Qty.	Mfg.	Model	
N/A	0	N/A	N/A	
N/A	0	N/A	N/A	

Scope of Work/Additional Information

Scope of Work:

This application is to license the equipment for only the Fire Department for the County for Riverside. We are capturing there equipment. Final configuration: (1) omni, (1) dipole, and (2) 1/2" lines

**Indicates where Cut Sheet data has been entered.

NOTICE: Structural Analysis shall be performed in accordance with the current revision of the TIA/EIA 222 standard and applicable local building permit codes and standards. EME analysis shall be consistent with current revision of FCC/OSHA standard OETB 65. AM detuning, when required, will be performed to 47 CFR22.371. The customer is responsible for all analysis expenses. All construction drawings are subject to Crown Castle engineering approval prior to commencement of tower attachments and compound installations. Installation of equipment not conforming to approved drawings may violate the terms of the occupancy agreement and will be corrected at the customer's expense. Crown Castle requires drawings for pre-construction approval and as built drawings for physical configuration validation to be submitted as unlocked AutoCAD files (Version 2000i preferred).

Appendix A - Antenna, Feedline, TME Specifications

Antenna Specifications

Quantity	Manufacturer	Model	Type	Height	Width	Depth	Weight	Flat Plate Area
1	RFS/CELWAVE	BA1010-1	OMNI	55.0 IN	3.0 IN	3.0 IN	8.8 LBS	0.9 FT2
1	DECIBEL	DB222	DIPOLE	127.0 IN	1.75 IN	1.75 IN	16.0 LBS	1.6 FT2

Feedline Specifications

Quantity	Manufacturer	Model	Nominal Size	Nominal O.D.
2	ANDREW	LDF4-50A	1/2"	0.63 IN



ORIENT		CUSTOMER		EQ	STATUS	MFG	MODEL	AZ	TECH	FEEDLINE		TIME	
										QTY	SIZE	QTY	TYPE
A	Mid	RIVERSIDE COUNTY CA	37	INSTALLED	ANDREW	12A-107-23A	190	Analog	1	ENR0	0		
B													
C													
D													
E													
F													
G													
H													
I													
J													
K													
L													
M													
N													
O													
P													
Q													
R													

CAMBERS LOGO



SPACE RESERVED FOR PROFESSIONAL SEALS

REV	DESCRIPTION

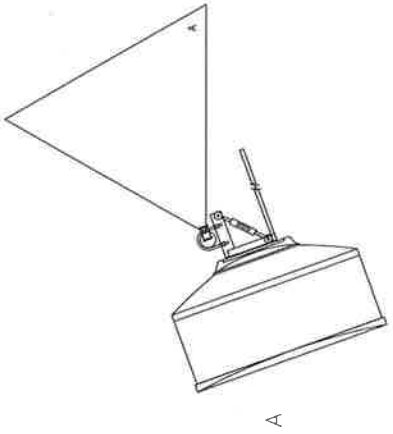
NO DATE
DRAWN BY: ETCAD
DRAWING DATE: 07/10/04

SITE NUMBER
SITE NAME
SITE NAME
NORCO
BUSINESS UNIT NUMBER
BUSINESS UNIT NUMBER

SITE ADDRESS
1234 PARADISE TOWER ROAD
NORCO, CA 92860
RIVERSIDE COUNTY
US

SHEET TITLE
37 FT INSTALLED LEVEL
SHEET NUMBER

A1-X



OPERATING LEGAL ENTITY: COUNTY OF RIVERSIDE

BUSINESS UNIT: 839391 TOWER ID: A LEVEL: 37

LEVEL DRAWING



CROWN CASTLE

CROWN REGION ADDRESS
USA

SPACE RESERVED FOR PROFESSIONAL SEALS

NO	DATE	DESCRIPTION

DRAWING CHECKED BY: EZCAD
DRAWING DATE: 01/12/2014

SITE NUMBER:
SITE NAME:

SITE NAME

NORCO

BUSINESS UNIT NUMBER

899391

SITE ADDRESS

124 PARADISE TOWER ROAD
NORCO, CA 92860
RIVERSIDE COUNTY
US

SHEET TITLE

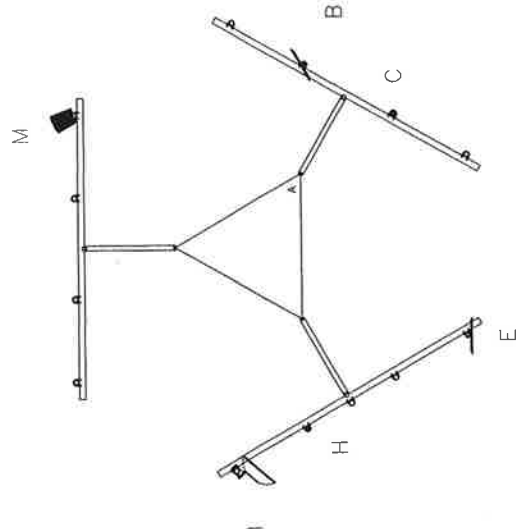
41 FT INSTALLED LEVEL

SHEET NUMBER

A1-X

ORIENT	CUSTOMER	STATUS	MODEL	FEEDLINE	QTY	SIZE	LINE	TYPE	MFG	MODEL
A:	RIVERSIDE COUNTY CA	44	INSTALLED	RS/CELWAVE	BA1010-1	30	Antlog	1	1/2"	0
B:										
C:										
D:										
E:										
F:										
G:										
H:										
I:										
J:										
K:										
L:										
M:										
N:										
O:										
P:										
Q:										
R:										

OPERATING LEGAL ENTITY: COUNTY OF RIVERSIDE



BUSINESS UNIT: 839391 TOWER ID: A LEVEL: 41

LEVEL DRAWING

PLOT DATE: 01/22/2014 FILE NAME: 839391_A_A1.dwg (50395-1)

CARRIS LOGO



CROWN REGION ADDRESS
USA

NO	DATE	DESCRIPTION
11/9/2014		ISSUED FOR WORK ORDER #8957
BT		
AT		

DRAWN/CHECKED BY: EZCAD
DRAWING DATE: 01/12/2014

SITE NUMBER: _____
SITE NAME: _____

BUSINESS UNIT NUMBER: _____
BUSINESS ADDRESS: _____

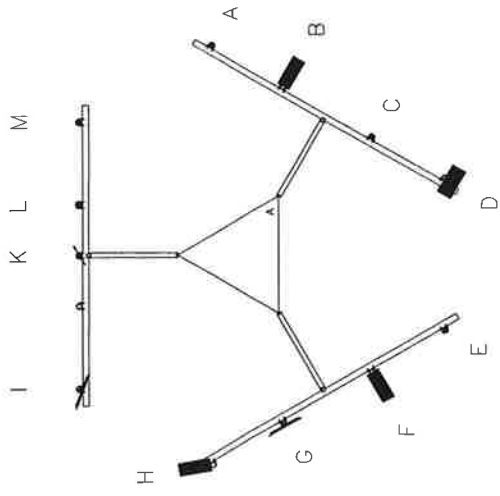
MORCO
424 RIVERSIDE TOWER ROAD
MORCO, CA 92583
RIVERSIDE COUNTY,
US

SHEET TITLE: _____
57 FT INSTALLED LEVEL

SHEET NUMBER: _____

ORIENT	CUSTOMER	STATUS	ANTENNA		FEEDLINE			TIME	
			MFG	MODEL	TECH	QTY	SIZE	TIME TYPE	MFG
A									
B									
C									
D									
E									
F									
G									
H									
I									
J									
K	RIVERSIDE COUNTY CA	66	INSTALLED	DCOREL	0922Z	270	Analog	1	1/2" 0
L									
M									
N									
O									
P									
Q									
R									

OPERATING LEGAL ENTITY: COUNTY OF RIVERSIDE



BUSINESS UNIT: 8139191 TOWER ID: A LEVEL-57

LEVEL DRAWING

Customer Site Name: Paradise
Customer Site Number: NR007

Crown Site Name: Norco
JDE Business Unit: 839391
License Identifier: 422997

EXHIBIT C to Government Entity Tower License Agreement

**SITE PLAN; LOCATION AND DIMENSIONS (LENGTH, WIDTH, HEIGHT)
OF EQUIPMENT BUILDING/FLOOR SPACE
AND ANY OTHER INSTALLATION AT THE SITE**

(See Attached)

Prepared by: chudson
Prepared on: 8/1/14
Revised on:
CROWN CASTLE STANDARD FORM GOVERNMENT ENTITY TLA 2-21-07

15

CROWN CASTLE



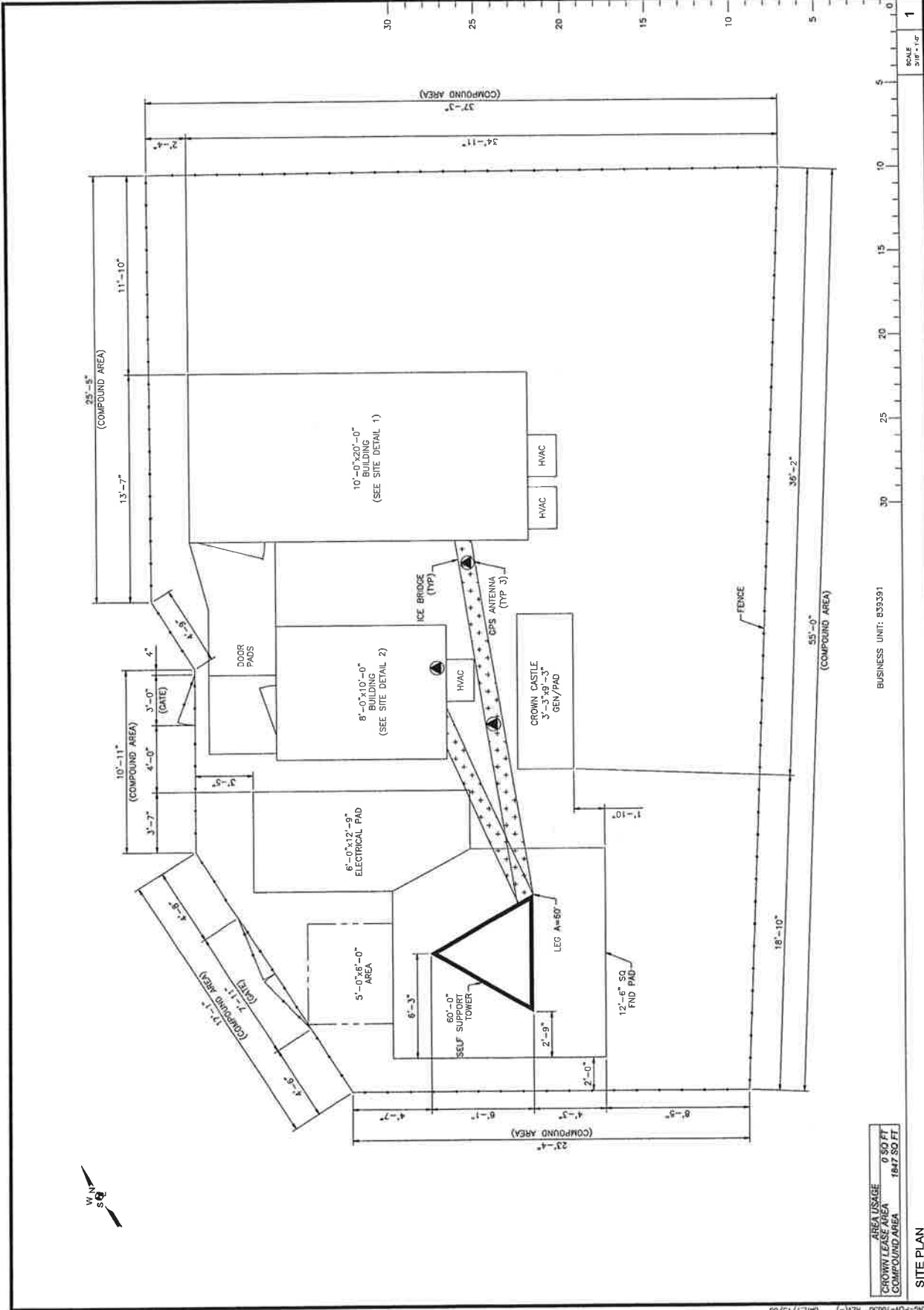
CROWN REGION ADDRESS
USA

SPACE RESERVED FOR PROFESSIONAL SEALS

NO.	DATE	DESCRIPTION
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2	02/04/18	REVISION ADDRESS FOR WORK ORDER # 133586
3	02/04/18	REVISION ADDRESS FOR WORK ORDER # 133586
4	02/04/18	REVISION ADDRESS FOR WORK ORDER # 133586
5	02/04/18	REVISION ADDRESS FOR WORK ORDER # 133586
6	02/04/18	REVISION ADDRESS FOR WORK ORDER # 133586
7	02/04/18	REVISION ADDRESS FOR WORK ORDER # 133586
8	02/04/18	REVISION ADDRESS FOR WORK ORDER # 133586
9	02/04/18	REVISION ADDRESS FOR WORK ORDER # 133586
10	02/04/18	REVISION ADDRESS FOR WORK ORDER # 133586
11	02/04/18	REVISION ADDRESS FOR WORK ORDER # 133586
12	02/04/18	REVISION ADDRESS FOR WORK ORDER # 133586
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17	02/04/18	REVISION ADDRESS FOR WORK ORDER # 133586
18	02/04/18	REVISION ADDRESS FOR WORK ORDER # 133586
19	02/04/18	REVISION ADDRESS FOR WORK ORDER # 133586
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25	02/04/18	REVISION ADDRESS FOR WORK ORDER # 133586
26	02/04/18	REVISION ADDRESS FOR WORK ORDER # 133586
27	02/04/18	REVISION ADDRESS FOR WORK ORDER # 133586
28	02/04/18	REVISION ADDRESS FOR WORK ORDER # 133586
29	02/04/18	REVISION ADDRESS FOR WORK ORDER # 133586
30	02/04/18	REVISION ADDRESS FOR WORK ORDER # 133586

DRAWN BY: MAM
CHECKED BY: JEE
DRAWING DATE: 11/04/07

SITE NUMBER: _____
 SITE NAME: _____
 NORCO
 BUSINESS UNIT NUMBER: 893931
 SITE ADDRESS: 1234 PARADISE TOWER ROAD
 NORTON, MA 01950
 RIVERSIDE COUNTY
 USA
 SHEET TITLE: SITE PLAN
 SHEET NUMBER: A-2



AREA USAGE	0 SQ FT
CROWN LEASE AREA	1847 SQ FT
COMPOUND AREA	

SITE PLAN

PLOT DATE: 6/12/2014 FILE NAME: 893931_SITEPLANDWG

ENG: PHL-10050 REV: (-) DATE: 7/13/05

CAREERS LOGO



CROWN REGION ADDRESS
USA

SPACE RESERVES FOR PROFESSIONAL SEALS

NO.	DATE	DESCRIPTION
1	10/06/14	ISSUED FOR WORK ORDER # 79316 79317
2		
3		
4		
5		
6		
7		
8		
9		
10		

DRAWN BY: AST
CHECKED BY:
DRAWING DATE: 10/06/14

SITE NUMBER:
SITE NAME:

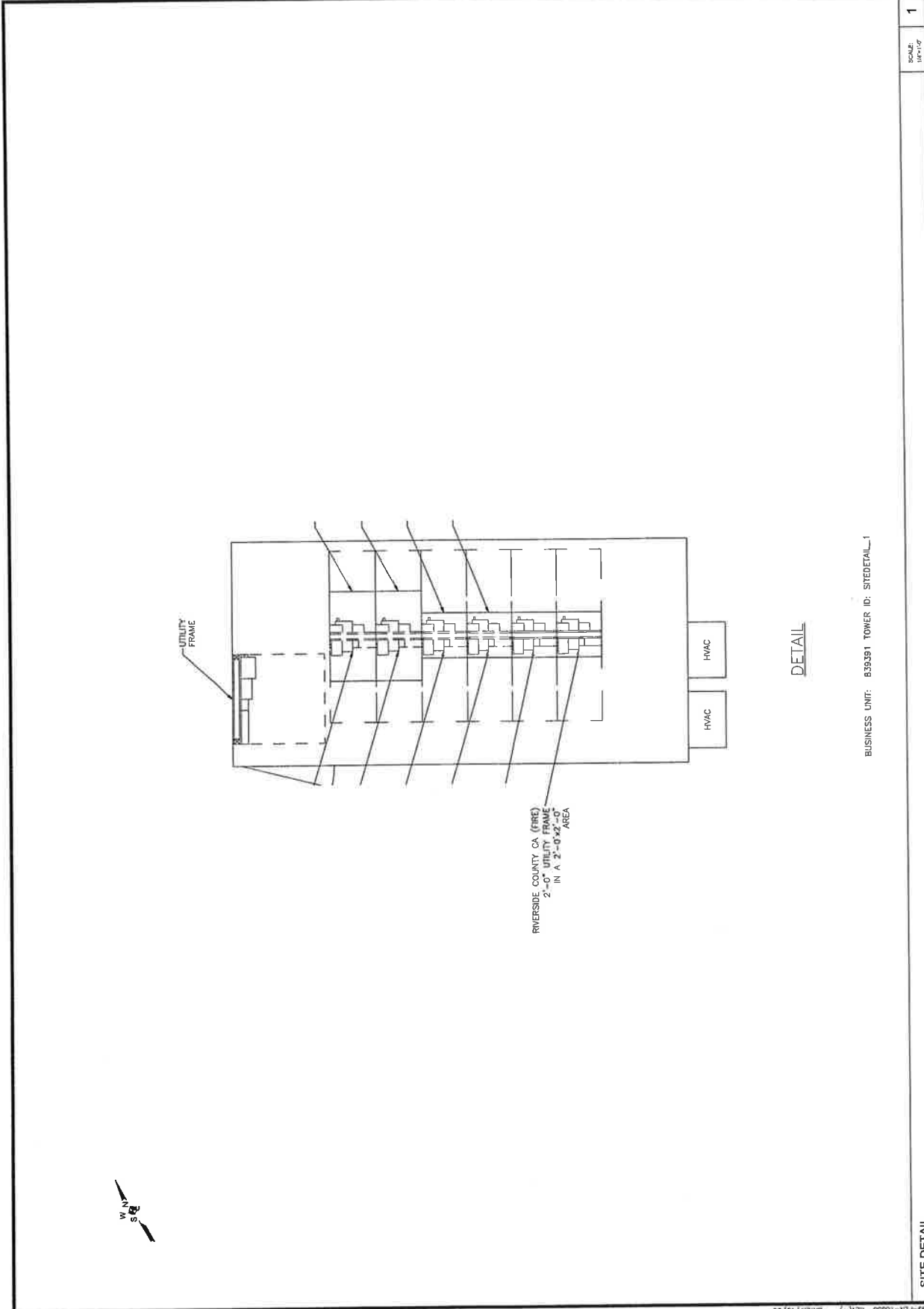
SITE NAME
NORCO

BUSINESS UNIT NUMBER
686891

SITE ADDRESS
1234 PARADISE TOWER DOAD
NORCO, CA 97160
RIVERSIDE COUNTY
USA

SHEET TITLE
SITE DETAIL

SHEET NUMBER



SCALE
1/4"=1'-0"

1

SITE DETAIL

PLOT DATE: 6/12/2014 FILE NAME: 639391_SITEDETAIL_1.DWG

A2-2

Customer Site Name: Paradise
Customer Site Number: NR007

Crown Site Name: Norco
JDE Business Unit: 839391
License Identifier: 422997

EXHIBIT D to Government Entity Tower License Agreement

PRIME LEASE AGREEMENT

(See Attached)

Prepared by: chudson

Prepared on: 8/1/14

Revised on:

CROWN CASTLE STANDARD FORM GOVERNMENT ENTITY TLA 2-21-07

**THIRD AMENDMENT TO
LEASE**

THIS THIRD AMENDMENT TO LEASE (the "Third Amendment") is entered into this th 30 day of JUNE, 2009, by and between NORCO HILLS LLC, a California limited liability company, with a mailing address of P.O. Box 3617, Riverside, CA 92519 (hereinafter referred to as "Lessor") and CROWN CASTLE MU LLC, a Delaware limited liability company, f/k/a Mountain Union Telecom LLC, with its principal offices located at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (hereinafter referred to as "Lessee").

RECITALS

WHEREAS, Lessor and ComSites USA, Inc., a Delaware corporation ("Original Lessee") entered into a Lease dated August 29, 1997 (the "Original Lease") whereby Original Lessee leased certain real property, together with access and utility easements, located in Riverside County, California from Lessor (the "Premises"), all located within certain real property owned by Lessor ("Lessor's Property"); and

WHEREAS, notice of the Original Lease was recorded on February 9, 1998 at Instrument No. 045715 in the Official Records of Riverside County, California; and

WHEREAS, the Original Lease was amended by that certain Amendment to Lease dated December 28, 1999, a memorandum of which was recorded on August 2, 2000 at Instrument No. 2000-210146, and by that certain Second Amendment to Lease dated January 19, 2001 (hereinafter the Original Lease and all subsequent amendments are collectively referred to as the "Lease"); and

WHEREAS, the Lease was assigned to Mountain Union Telecom of California LLC, as more fully set forth in the Assignment and Assumption of Lease recorded on June 1, 1999 at Instrument No. 1999-240796 in the Office of the Riverside County Recorder, California; and

WHEREAS, the Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

Site Name: Norco
Business Unit #: 839391

1

By: (initials) JD Date 7/13/09 Doc Type J
BUN: 839391 Lease/Lic 601416

 CROWN
CASTLE

WHEREAS, the Lease had an initial term that commenced on August 29, 1997 and expired on August 28, 2007. The Lease provides for four extensions of five years each, the first of which was exercised by Lessee. According to the Lease, the final extension expires on August 28, 2027; and

WHEREAS, Lessor and Lessee desire to amend the Lease on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

1. Defined Terms. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.

2. Term. Section 3(b) of the Original Lease is hereby deleted in its entirety and the following is inserted in its place:

(b) As long as Lessee is not in default of any provision of this Lease, at the conclusion of the Initial Term, Lessee shall be entitled to eight extensions of five years each, with the final lease extension expiring on August 28, 2047 (each extension is referred to as a "Renewal Term"). The Renewal Terms shall, subject to the provisions of Section 4 below, be on the same terms and conditions as set forth herein. The Initial Term and any Renewal Term shall be collectively referred to as the "Lease Term". The Lease Term shall automatically be extended for each successive Renewal Term unless Lessee notifies Lessor of its intention not to renew at least ninety days prior to the expiration of the then current five year term.

Lessor and Lessee hereby acknowledge that Lessee has exercised the first Renewal Term, leaving a balance of seven Renewal Terms.

3. Consideration. In consideration for amending the Lease, Lessee will pay Lessor [REDACTED] within sixty days of full execution of this Third Amendment.

4. Ratification.

(a) Lessor and Lessee agree that Lessee is the current Lessee under the Lease, the Lease is in full force and effect, as it may have been previously amended and as

amended herein, and the Lease contains the entire agreement between Lessor and Lessee with respect to the Premises.

(b) Lessor and Lessee agree that any and all actions or inactions that have occurred or should have occurred prior to the date of this Third Amendment are approved and ratified by the parties and the parties agree that no breaches or defaults exist as of the date of this Third Amendment.

(c) Lessor represents and warrants that Lessor is duly authorized and has the full power, right and authority to enter into this Third Amendment and to perform all of its obligations under the Lease as amended.

5. Notices. Lessee's notice address as stated in Section 24 of the Original Lease is amended as follows:

LESSEE'S PRIMARY CONTACT

Crown Castle MU LLC
c/o Crown Castle USA Inc.
E. Blake Hawk, General Counsel
Attn: Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317

6. IRS Form W-9. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Third Amendment and at such other times as may be reasonably requested by Lessee. In the event the Lessor's Property is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in the rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

7. Letter Agreement. This Third Amendment supersedes that certain Letter Agreement by and between Lessor and Lessee dated March 6, 2009, and in case of any conflict or inconsistency between the terms and conditions contained in the Letter Agreement and the

terms and conditions contained in this Third Amendment, the terms and conditions in this Third Amendment shall control.


8. Remainder of Lease Unaffected. The balance of the Lease is hereby amended to reflect the purpose of this Third Amendment. The parties hereto acknowledge that except as expressly modified hereby, the Lease remains unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms of this Third Amendment and the Lease, the terms of this Third Amendment shall control. Unless otherwise expressly defined herein, the terms in this Third Amendment shall have the same meanings assigned to such terms in the Lease. This Third Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[Signature pages follow]

This Third Amendment is executed by Lessor as of the date first written above.

LESSOR:

NORCO HILLS LLC, a California limited liability company

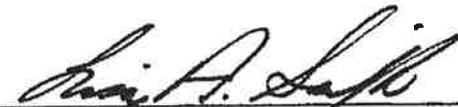
By: 
Print Name: HENRY COX
Title: MANAGER

[Lessee Execution Page Follows]

This Third Amendment is executed by Lessee as of the date first written above.

LESSEE:

CROWN CASTLE MU LLC, a Delaware
limited liability company, f/k/a Mountain
Union Telecom LLC

By: 
Print Name: Lisa Sedgwick
Title: RET Manager
Date: 6/30/09

NORCO HILLS

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (this "Second Amendment") is made this 19th day of JANUARY, 2001, by and between Norco Hills, LLC ("Lessor") and Mountain Union Telecom of California, LLC, a Delaware limited liability corporation ("Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee's predecessor-in-interest, ComSites USA, Inc., entered into that certain Lease dated August 29, 1997 (the "Original Lease"), as thereafter amended by that certain Amendment to Lease dated December 29, 1999 (the "First Amendment")(the Original Lease and the First Amendment being hereinafter collectively referred to as the "Lease"), covering certain real property located within County of Riverside Tax Assessor's Parcel No. 123-08-023, all as more specifically defined within said Lease (the "Premises"); and

WHEREAS, Lessor and Lessee wish to further amend such Lease so as to grant to Lessee the further right to use certain additional real property adjacent to the Leased Premises for purposes of locating a propane fuel tank, on such terms and conditions as are more specifically described herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LESSOR and LESSEE agree as follows:

1. The following language is hereby incorporated and made a part of the Lease as Paragraph 40 thereof, as if the same had been originally set forth therein:

"40. Additional Area. Lessee is hereby granted an additional license in and to that certain real property adjacent to the Premises containing approximately 30 square feet (the "Additional Area"), all as more particularly described and shown on the attached plat created by Steven F. Jellison Architects and entitled "STANDBY GENERATOR AND FUEL TANK FOR WIRELESS TELECOMMUNICATIONS FACILITY PARADISE TOWER ROAD NORCO, CA 92860 RIVERSIDE COUNTY," a true copy of which is attached to this Second Amendment and incorporated into the Lease as Exhibit "D" thereof. Lessee, and its customer, the County of Riverside, California, shall have the right to use the Additional Area throughout the term of this Lease (including any Renewal Terms thereof) for the purposes of locating, operating and maintaining a propane fuel tank and related equipment (including foundation and anchoring mechanisms as shown on said Exhibit D)(collectively the "Riverside Fuel Tank") to be used in conjunction with telecommunications activities on the Premises. The Riverside Fuel Tank shall be installed, operated and maintained in compliance with all applicable laws, statutes, rules, regulations and administrative decisions of any and all local, State or Federal authority having jurisdiction with respect hereto, including the United States Environmental Protection Agency ("EPA") and the California Environmental Protection Agency ("CEPA"). Lessee shall indemnify, defend and hold Lessor harmless from any loss, liability, cost or expense related to or arising out of the use of the Additional Area or the Riverside Fuel Tank, all in accordance with Subparagraph 16 (a) of the Lease."

By (initials) JA ... 7/26/06 839391
COD update _____ Lease # 601416 ... Norco Doc Type I





2. Except as set forth above, all terms and conditions of the Lease shall remain in full force and effect, and are hereby ratified and reaffirmed by the parties respective signatures hereon.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed by their duly authorized representative.

LESSOR:


Norco Hills, LLC


Witness: 
Name: Henry Charles Cox III
Date: 1/19/01

By: 
Name: HENRY C. COX, II
Title: MANAGER

LESSEE:

Mountain Union Telecom, LLC

Witness: 
Name: Pamela K Norton
Date: 1/18/01

By: 
Name: Pam E. Jenkins
Title: DIRECTOR

AMENDMENT TO LEASE

This Amendment to Lease is made this 28th day of December, 1999, by and between Norco Hills LLC ("Lessor"), and Mountain Union Telecom of California, LLC ("Lessee").

WITNESSETH:

WHEREAS, Lessor and ComSites USA, Inc. ("ComSites"), as lessee, entered into a certain lease dated August 29, 1997 (the "Lease"), covering certain real property (the "Premises") in the city of Norco, California; and recorded December 8, 1997 as Instrument No. 450483.

WHEREAS, ComSites assigned its interest as lessee under the Lease to Lessee by Assignment and Assumption Agreement dated May 1, 1999; and

WHEREAS, the parties wish to amend the Lease to correct the description of the location of the Premises, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Section 1 of the Lease is hereby deleted in its entirety, and the following paragraph is inserted in its place:

"1. Property and Premises. Lessor is the Owner of certain real property and improvements thereon located in the city of Norco, California (the "Property"). Lessee hereby leases from Lessor the portion of the Property described on Exhibit "A" attached hereto (the "Premises"), subject to the terms and conditions of this Lease."

2. Exhibit "A" to the Lease is hereby deleted in its entirety, and the attached Exhibit "A" is inserted in its place.

3. All terms, covenants and conditions of the Lease not expressly modified and amended hereby shall remain in full force and effect, and are hereby ratified and affirmed in all respects.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to Lease on the day and year first above written.

WITNESS:

WITNESS:

Alex Quinones

mountainunion.amd

LESSOR:
Norco Hills LLC

By: [Signature]

LESSEE:
Mountain Union Telecom of California, LLC

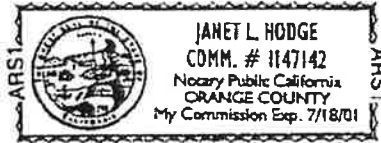
By: [Signature]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Orange } ss.

On May 16, 2000 before me, Janet L. Hodge, Notary Public
Date Name and Title of Officer (e.g., Jane Doe, Notary Public)
personally appeared R. E. Douglas
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity(ies); and that by his/hers/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.

Janet L. Hodge
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Amendment to Lease

Document Date: May 16, 2000 Number of Pages: 4

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

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

Signer is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of CALIFORNIA

County of RIVERSIDE

On JAN. 7, 2000 before me, ELOUISE A. AGNES, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared HENRY P. ROY II
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.

Eloise A. Agnes
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: LLC MEMBER

DESCRIPTION OF ATTACHED DOCUMENT

Amendment to Lease
TITLE OR TYPE OF DOCUMENT

_____ NUMBER OF PAGES

_____ DATE OF DOCUMENT

_____ SIGNER(S) OTHER THAN NAMED ABOVE

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



Prepared under the supervision of:

Lawrence L. Truman

Lawrence L. Truman, P.L.S. #5346

Expires 12/31/99

THE KEITH COMPANIES

22690 Cactus Avenue, Suite 300

Moreno Valley, CA 92553



EXHIBIT "A"
LEGAL DESCRIPTION
ANTENNA SITE EASEMENT

THAT PORTION OF PARCEL 2, AS SHOWN BY MAP ON FILE IN PARCEL MAP BOOK 136 AT PAGES 80 THROUGH 84, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, IN THE CITY OF NORCO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY TERMINUS OF THE CENTERLINE CURVE DESIGNATED "45" ON SHEET 2 OF SAID RECORD OF SURVEY, SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 65.00 FEET, A RADIAL BEARING TO SAID CURVE BEARS SOUTH 07°07'06" WEST;

THENCE EASTERLY ALONG SAID CURVE 64.40 FEET THROUGH A CENTRAL ANGLE OF 56°45'46";

THENCE NORTH 71°41'30" EAST, 99.30 FEET;

THENCE NORTH 42°23'00" EAST, 149.80 FEET;

THENCE NORTH 25°12'00" EAST, 74.70 FEET;

THENCE NORTH 17°33'00" EAST, 53.00 FEET;

THENCE SOUTH 72°27'00" EAST, 30.50 FEET;

THENCE SOUTH 64°51'50" EAST, 20.30 FEET;

THENCE SOUTH 56°29'00" EAST, 28.60 FEET;

THENCE SOUTH 43°13'20" EAST, 79.00 FEET;

THENCE SOUTH 49°19'30" EAST, 27.70 FEET;

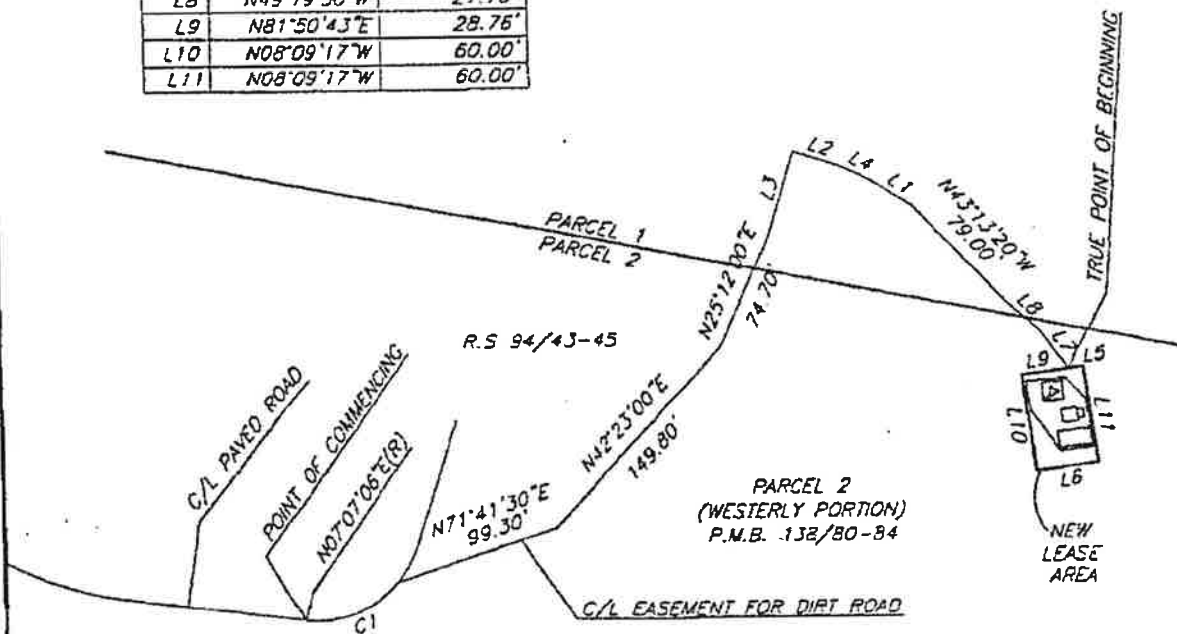
THENCE SOUTH $36^{\circ}10'30''$ EAST, 30.50 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH $81^{\circ}50'43''$ EAST, 9.24 FEET;
THENCE SOUTH $08^{\circ}09'17''$ EAST, 60.00 FEET;
THENCE SOUTH $81^{\circ}50'43''$ WEST, 38.00 FEET;
THENCE NORTH $08^{\circ}09'17''$ WEST, 60.00 FEET;
THENCE NORTH $81^{\circ}50'43''$ EAST, 28.76 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT "B" ANTENNA SITE EASEMENT

LINE DATA

NO.	BEARING	DISTANCE
L1	N56°29'00"W	28.60'
L2	N72°27'00"W	30.50'
L3	N17°33'00"E	53.00'
L4	N64°51'50"W	20.30'
L5	N81°50'43"E	9.24'
L6	N81°50'43"E	38.00'
L7	N36°10'30"W	30.50'
L8	N49°19'30"W	27.70'
L9	N81°50'43"E	28.76'
L10	N08°09'17"W	60.00'
L11	N08°09'17"W	60.00'

PARCEL 1
(WESTERLY PORTION)
P.M.B. 138/80-84



R.S. 94/43-45

PARCEL 2
(WESTERLY PORTION)
P.M.B. 132/80-84

CURVE DATA

NO.	RADIUS	DELTA	ARC	TAN
C1	85.00'	56°45'46"	64.40'	35.12'

SCALE: 1" = 100'

PREPARED UNDER THE
SUPERVISION OF:

Lawrence L. Truman

LAWRENCE L. TRUMAN, L.S. 5346



The Keith Companies



22650 Cactus Avenue, Ste 300
Moreno Valley, CA 92553 (909) 653-0227

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

}
} ASSIGNMENT AND ASSUMPTION
} OF LEASE

FOR VALUABLE consideration, COMSITES USA, INC., a Delaware corporation ("Assignor"), hereby transfers, sets over and assigns unto MOUNTAIN UNION TELECOM OF CALIFORNIA, L.L.C., a Delaware limited liability company, and its successors and assigns ("Assignee"), all of Assignor's right, title and interest in and to that certain Lease between Assignor and Norco Hills, LLC, dated August 29, 1997 (the "Lease"), a Memorandum of which Lease was recorded on December 8, 1997 as document number 450483. A description of the leased premises is attached hereto as Exhibit A.

Assignor warrants to Assignee that Assignor is the lessee under the Lease and has not pledged, sold, assigned or hypothecated its interest therein, and that Assignor has good leasehold title to the real property leased thereunder, and that Assignor has the power to assign the Lease to Assignee.

By its acceptance of this Assignment, Assignee does hereby agree to be bound by the terms of the Lease from and after the date hereof and does hereby assume and agree to perform all obligations of the lessee under the Lease to be performed on or after the date hereof.

This Agreement may be signed in counterparts, each of which shall be deemed an original instrument, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption of Lease to be executed as of the first day of May, 1999.

Lawyers Title Company
has recorded this document as
an ACCOMMODATION ONLY. It has
not been examined for regularity,
sufficiency, or effect on the title
to the property therein described.

COMSITES USA, INC.

By: [Signature]
Rohald E. Douglas
President

ASSIGNMENT AND ASSUMPTION
ACCEPTED:

MOUNTAIN UNION TELECOM
OF CALIFORNIA, L.L.C.

By: [Signature]
Dale Walsh
Vice President

ACKNOWLEDGMENT

State of California

County of San Diego

on 5/14/99 before me, VICKI A. DIAZ (here insert name)

Notary Public, personally appeared Ronald E. Douglas, the President of Comsites

USA, Inc.

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 all that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal



Signature Vicki A. Diaz

(offs. seal)

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Title of Type of Document _____

Number of Pages _____ Date of Document _____

Signer(s) Other Than Named Above _____



Lawyers Title Company
Subsidiary of
Lawyers Title Insurance Corporation

OFFICES IN:

LOS ANGELES COUNTY
800 E. Colorado Blvd
Pasadena, CA 91101
(818) 304-3700

ORANGE COUNTY
1855 Van Kesteren Ave
Ste. 100/200
Irvine, CA 92612
(714) 223-5375

IRVINE COUNTY
1845 Business Center Dr
Suite 700
San Bernardino
CA 92408
(800) 676-2582

SAN DIEGO COUNTY
4542 Ruthey St
San Diego, CA 92111
(619) 278-1171

SANTA BARBARA COUNTY
700 E. Carrizo St.
Santa Barbara, CA 93101
(805) 965-7091

VENTURA COUNTY
751 Daly Dr., Suite 100
Camarillo, CA 93010
(818) 899-6631
(805) 484-2701

TT-100 (Rev. 1/77)

ACKNOWLEDGMENT

State of California
County of San Diego
on 5-14-99 before me, Vicki A. Diaz (here insert name)
Notary Public, personally appeared Dale Walsh, the Vice President of Mountain
Union Telecom of California, LLC

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; all that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Signature Vicki A. Diaz

(with seal)

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Title or Type of Document _____
Number of Pages _____ Date of Document _____
Signer(s) Other than Named Above _____



Lawyers Title Company
Subsidiary of
Lawyers Title Insurance Corporation

OFFICES IN:

LOS ANGELES COUNTY
800 E. Colton Ave.
Pasadena, CA 91101
(818) 304-2700

ORANGE COUNTY
18551 Van Korman Ave.
Ste. 100/700
Irvine, CA 92612
(714) 223-5575

INLAND EMPIRE
1845 Business Center Dr.
Suite 200
San Bernardino
CA 92408
(800) 676-2567

SAN DIEGO COUNTY
4542 Ruffner St.
San Diego, CA 92111
(619) 378-4171

SANTA BARBARA COUNTY
200 E. Cantillo St.
Santa Barbara, CA 93101
(805) 965-7091

VENTURA COUNTY
751 Daly Dr., Suite 100,
Camarillo, CA 93010
(818) 887-6631
(805) 484-2701

DT-1105 (Rev. 1/97)

**LEGAL DESCRIPTION
ANTENNA SITE EASEMENT**

THAT portion of the Southeast quarter of Section 8, Township 3 South, Range 6 West, as shown by map on file in Records of Survey Book 94 at pages 43 through 45, inclusive, records of Riverside County, in the City of Norco, County of Riverside, State of California, more particularly described as follows:

COMMENCING at the Westerly terminus of the centerline curve designated "45" on Sheet 2 of said Record of Survey. Said curve being concave Northwesterly, having a radius of 65.00 feet, the radial to which bears South 07° 07' 06" West;

THENCE Northeasterly along said curve an arc distance of 89.55 feet through a central angle of 78° 56' 04", a radial to which bears South 49° 38' 40" East;

THENCE, tang to said curve, North 71° 41' 30" East 99.50 feet to the **TRUE POINT OF BEGINNING**;

THENCE, North 42° 23' 00" East 149.80 feet;

THENCE, North 23° 12' 00" East 74.70 feet;

THENCE, North 17° 33' 00" East 53.00 feet;

THENCE, South 72° 27' 00" East 30.50 feet;

THENCE, South 64° 51' 50" East 20.30 feet;

THENCE, South 56° 29' 00" East 28.60 feet;

THENCE, South 43° 13' 20" East 79.00 feet;

THENCE, South 49° 19' 30" East 27.70 feet;

THENCE, East 36° 10' 30" East 30.50 feet to the **TRUE POINT OF BEGINNING**;

THENCE, North 19° 26' 00" East 13.00 feet;

THENCE, at right angles North 70° 34' 00" West 60.00 feet;

THENCE, at right angles South 19° 26' 00" West 38.00 feet;

THENCE, at right angles South 70° 34' 00" East 60.00 feet;

THENCE, at right angles North 19° 26' 00" East 25.00 feet to the **POINT OF BEGINNING**.

The above described site is located on an existing graded pad.

Order No. Recording Requested By
Escrow No. First American Title Insurance Company
Loan No. First American Title Insurance Company

045715

RECEIVED FOR RECORD
AT 8:00AM

WHEN RECORDED MAIL TO:

COMSITES USA, INC.
6885 WEST BERNARDO DRIVE, SUITE 100
SAN DIEGO, CALIFORNIA 92127

FEB - 9 1998

Recorded in Official Records
of Riverside County, California

Recorder

Fees \$

DOCUMENTARY TRANSFER TAX \$ NONE
..... Computed on the consideration or value of property conveyed; OR
..... Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

BS
9

Signature of Declarant or Agent determining tax — Firm Name

EASEMENT **GRANT DEED**

015-000
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
NORCO HILLS LLC

hereby GRANT(S) to COMSITES USA, INC.

the real property in the City of NORCO
County of RIVERSIDE

, State of California, described as

SEE ATTACHED EXHIBIT "A" & "B"

Dated FEBRUARY 3, 1998

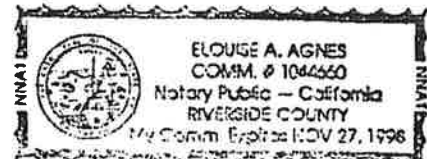
STATE OF CALIFORNIA }
COUNTY OF RIVERSIDE } ss.

On FEBRUARY 3, 1998 before me,
ELOUISE A. AGNES, Notary Public.
personally appeared HENRY O. CEC II

[Signature]
HENRY O. CEC II

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 signa-
ture(s) on the instrument the person(s) or the entity upon behalf of which
the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Signature [Signature]



(This area for official notarial seal)

MAIL TAX STATEMENTS TO:

**LEGAL DESCRIPTION
ANTENNA SITE EASEMENT**

THAT portion of Parcel 2, as shown by map on file in Parcel Map Book 136 at pages 80 through 84, inclusive, records of Riverside County, in the City of Norco, County of Riverside, State of California, being more particularly described as follows:

COMMENCING at the Westerly terminus of the centerline curve designated "#5" on Sheet 2 of said Record of Survey. Said curve being concave Northwesterly, having a radius of 65.00 feet, the radial to which bears South 07° 07' 06" West;

THENCE Northeasterly along said curve an arc distance of 64.40 feet through a central angle of 56° 45' 46" to a point, a radial to which bears South 49° 38' 40" East;

THENCE, leaving said curve, North 71° 41' 30" East 99.30;

THENCE, North 42° 23' 00" East 149.80 feet;

THENCE, North 23° 12' 00" East 74.70 feet;

THENCE, North 17° 33' 00" East 53.00 feet;

THENCE, South 72° 27' 00" East 30.50 feet;

THENCE, South 64° 51' 50" East 20.30 feet;

THENCE, South 56° 29' 00" East 28.60 feet;

THENCE, South 43° 13' 20" East 79.00 feet;

THENCE, South 49° 19' 30" East 27.70 feet;

THENCE, East 36° 10' 30" East 30.50 feet to the **TRUE POINT OF BEGINNING**;

THENCE, North 19° 26' 00" East 13.00 feet;

THENCE, at right angles South 70° 34' 00" East 60.00 feet;

THENCE, at right angles South 19° 26' 00" West 38.00 feet;

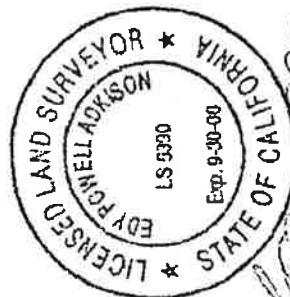
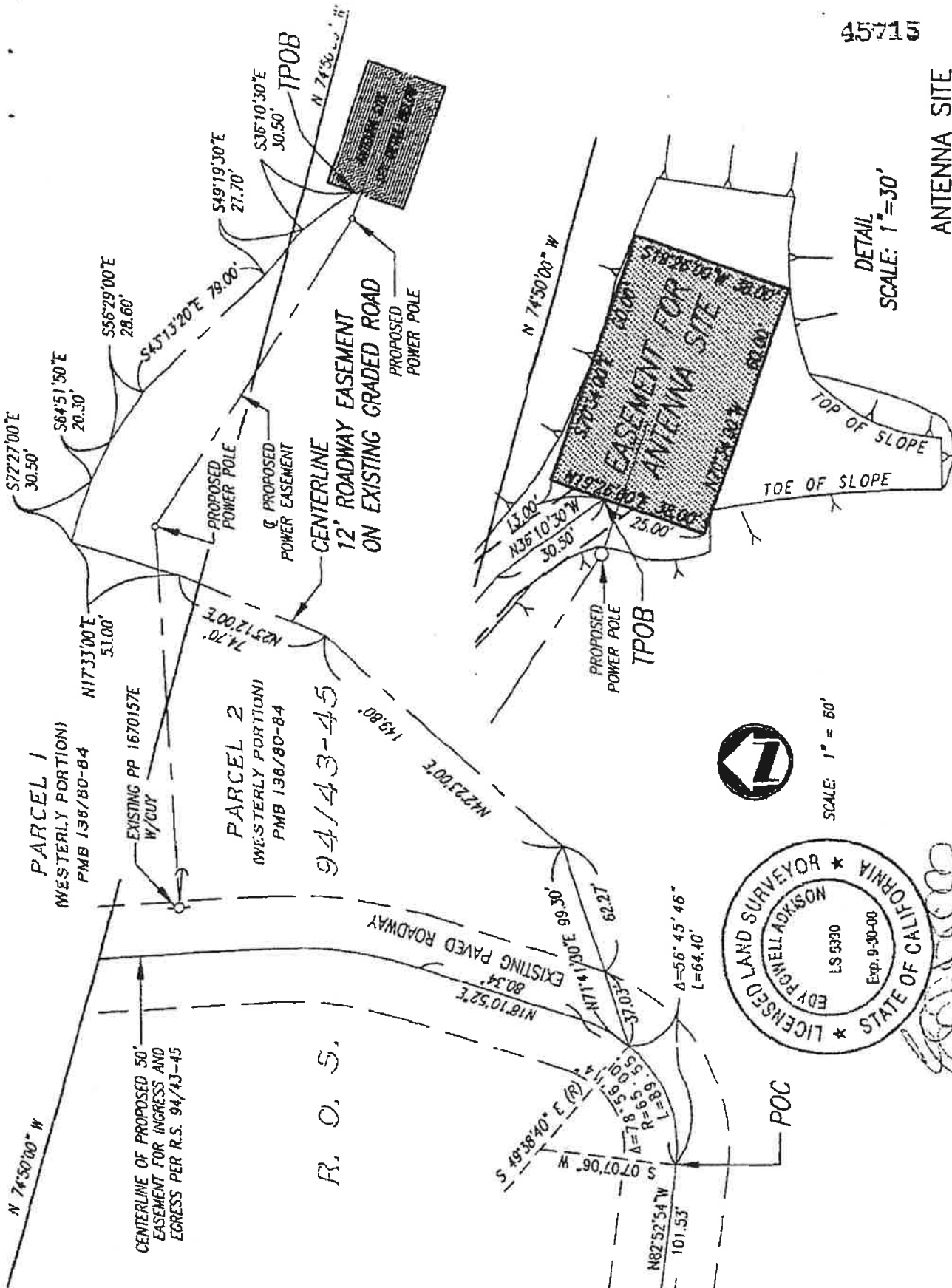
THENCE, at right angles North 70° 34' 00" West 60.00 feet;

THENCE, at right angles North 19° 26' 00" East 25.00 feet to the **POINT OF BEGINNING**.

The above described site is located on an existing graded pad.

All as shown on "Exhibit A" attached hereto and made a part hereof.





12/5/97
 [Handwritten signature]

ANTENNA SITE
EXHIBIT "A"

ADKAN ENGINEERS
 [Small illegible text below]

**LEGAL DESCRIPTION
12' WIDE ROADWAY EASEMENT**

THOSE portions of Parcels 1 and 2, as shown by map on file in Parcel Map Book 136 at pages 80 through 84, inclusive, records of Riverside County, in the City of Norco, County of Riverside, State of California, being a strip of land 12 feet in width the centerline of which is more particularly described as follows:

COMMENCING at the Westerly terminus of the centerline curve designated "#5" on Sheet 2 of said Record of Survey. Said curve being concave Northwesterly, having a radius of 65.00 feet, the radial to which bears South 07° 07' 06" West;

THENCE Northeasterly along said curve an arc distance of 64.40 feet through a central angle of 56° 45' 46" to a point, a radial to which bears South 49° 38' 40" East;

THENCE, leaving said curve, North 71° 41' 30" East 37.03 feet to the **TRUE POINT OF BEGINNING**;

THENCE, continuing North 71° 41' 30" East 62.27 feet;

THENCE, North 42° 23' 00" East 149.80 feet;

THENCE, North 23° 12' 00" East 74.70 feet;

THENCE, North 17° 33' 00" East 53.00 feet;

THENCE, South 72° 27' 00" East 30.50 feet;

THENCE, South 64° 51' 50" East 20.30 feet;

THENCE, South 56° 29' 00" East 28.60 feet;

THENCE, South 43° 13' 20" East 79.00 feet;

THENCE, South 49° 19' 30" East 27.70 feet;

THENCE, South 36° 10' 30" East 30.50 feet to the Northwesterly line of an Antenna Site. the easement to which is recorded in Instrument # _____, dated _____, being the **TERMINUS** of said 12' wide strip..

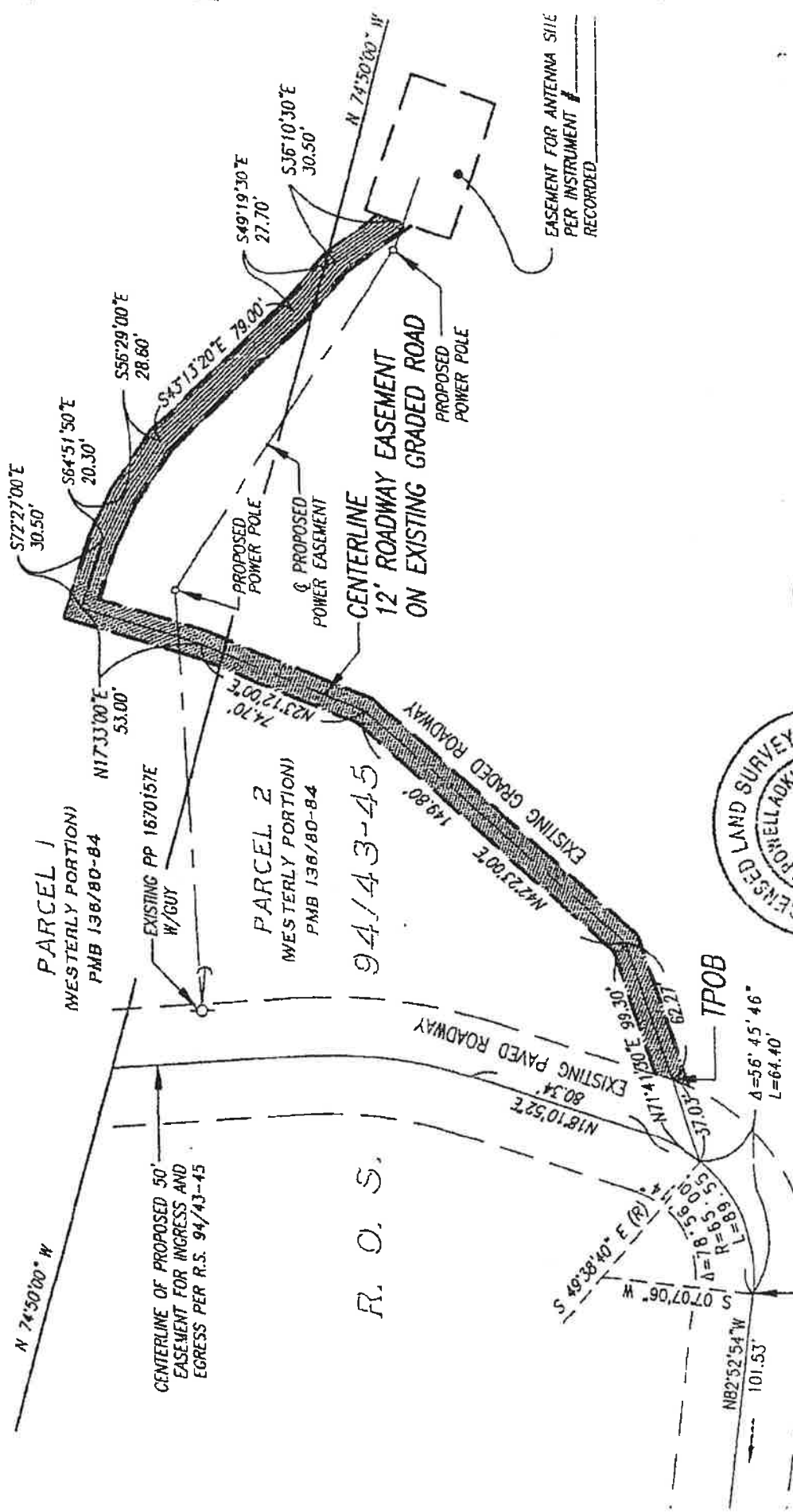
Said 12 foot strip of land lies within an existing graded roadway. The sidelines of said strip shall be lengthened or shortened to terminate on the west at the southeasterly line of the "Easement for Ingress and Egress" per said Record of Survey and said Antenna Site Easement on the east.

All as shown on "Exhibit A" attached hereto and made a part hereof.

ENTOM:5270\5270.WPD



Edy Powell Adkison
12/5/97

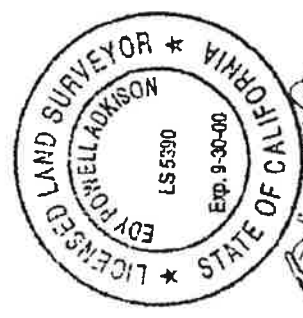


45715

EASEMENT FOR ANTENNA SITE
PER INSTRUMENT # _____
RECORDED _____



SCALE: 1" = 60'



26/5/97
12/5/97

12' ROADWAY EASEMENT
"EXHIBIT A"

ADKAN ENGINEERS
SURVEYORS & ENGINEERS



Copy

LEASE

This Lease ("Lease") is entered into by and between Norco Hills LLC, Lessor, and ComSites USA, Inc., a Delaware corporation, Lessee, on this 1st day of August, 1997.

1. Property and Premises. Lessor is the owner of that certain real property, and improvements thereon located within Assessors Parcel # 123-08-023, more particularly described in Exhibit "A" attached hereto ("Property"). Lessee hereby leases from Lessor a portion of the Property subject to the terms and conditions of this Lease and generally described as follows ("Premises"):

Approximately 100 Ft X 100 Ft, Located at 33-55-11 & 117-31-34 Geographical Coordinates taken from the US Geological Survey Map

2. Use of Premises. Lessee shall use the Premises for the purpose of constructing, operating and maintaining a telecommunications facility, including but not limited to installing, operating and maintaining antennas, satellite receiving stations, transmitting stations and related equipment and cables. Lessee shall use the Premises solely for the purposes set forth in this Section and shall have exclusive use of the Premises for such purposes. Lessor agrees to cooperate with Lessee in making application for and obtaining, and at Lessee's sole expense, all licenses, permits and any other necessary approvals that may be required for Lessee's use of the Premises. Lessee agrees to reimburse Lessor for all necessary costs and expenses that Lessor may incur.

3. Term.

(a) The initial term ("Initial Term") of this Lease shall commence on the date of execution of this Lease by the party to sign last in time ("Lease Commencement Date") and terminate on the day before the tenth (10th) annual anniversary of the "Rent Commencement Date" (defined below).

(b) As long as Lessee is not in default of any provision of this Lease, Lessee shall have the right, to be exercised in Lessee's sole discretion, to extend the Term for four (4) additional successive five (5) year terms ("Renewal Terms"). The Renewal Terms shall, subject to the provisions of Section 4 below, be on the same terms and conditions as set forth herein. This Lease shall automatically be renewed for each Renewal Term unless Lessee notifies Lessor in writing, not less than ninety (90) days prior to the expiration of the Initial Term or a Renewal Term (collectively referred to as "Term"), as the case may be, then in effect, of Lessee's intention not to renew.

10
11
9

4. Rent.

(a) Lessee shall pay base monthly rent ("Base Rent") to the Lessor for the Premises beginning on the Rent Commencement Date in an amount equal to [REDACTED] or [REDACTED] of the adjusted gross revenues (Percentage Rent), whichever is greater. Adjusted gross revenues are the total revenues from site subleasing or any other revenues generated by the site, reduced by the costs of electricity billed by the service provider. Notwithstanding the foregoing, on the Lease Commencement Date Lessee shall deliver a check to Lessor in the amount of [REDACTED] (\$500), which represents advance payment of the first month's Base Rent. Any direct use by Lessee shall be subject to the same terms and conditions as set forth above. Lessee shall provide accounting to the Lessor under the conditions set forth above on a monthly basis showing the calculations of the Percentage Rent.

15

(b) For purposes of this Lease, the term "Rent Commencement Date" shall mean the date which is ninety (90) days after the Lease Commencement Date, provided that both of the following conditions shall have been satisfied, and if they have not, then the earlier of (1) 120 days after the Lease Commencement Date, or (2) the date upon which both of such conditions are in fact satisfied:

(i) Lessor shall have approved in writing Lessee's plans for improvements, if any, to the Premises; and

39

(ii) Lessee shall have, at Lessee's expense, applied for and received all municipal, county, federal and other governmental approvals, consents, permits, licenses and authorizations as Lessee deems necessary or appropriate, in its sole discretion, in order to install, construct, operate and maintain its telecommunication facilities.

The Rent Commencement Date shall be evidenced by a writing executed by both Lessor and Lessee. Lessee shall have the right to terminate this Lease at any time prior to the expiration of one hundred and twenty (120) days from the Lease Commencement Date so long as any one (1) of the above conditions remains unsatisfied.

(c) Upon the termination of this Lease, the Base Rent and Additional Percentage Rent as defined in section 4(a) above (collectively, "Rent") shall be prorated as of the date of the termination and all prepaid Rent, if any, shall be refunded to Lessee.

5. Utilities. If electricity is unavailable to the Premises, Lessee shall have the right to install a separate electrical service to the Premises, provided that Lessee shall pay for all costs entailed in bringing the electricity to the site of its telecommunications facility.

6. Taxes. Lessor agrees to pay all real and personal property taxes assessed against the Property, the Premises and any access way thereto, excepting any personal property taxes that may be assessed by reason of the erection by Lessee of its telecommunications facility, which Lessee shall pay; provided however, that Lessee shall be notified promptly of any taxes for which it is charged so that it may appear before the taxing authority to contest such assessments.

7. Construction of Improvements.

(a) From and after the Lease Commencement Date Lessee may, at its sole cost and expense, construct and from time to time modify structures or other improvements on the Premises, in Lessee's discretion, for operation and maintenance of its telecommunications facility, including but not limited to the installation of equipment, transmitting and receiving stations, microwave transmission equipment, cables and antennae; provided however, that all planned improvements shall comply with applicable building codes and standards and provided further that Lessee shall first have obtained Lessor's consent (which consent shall not be unreasonably withheld) to such plans. If required by prior written Law, Lessee shall obtain the necessary construction permits for said improvements and/or modifications. Notwithstanding the foregoing, Lessee shall have the absolute right, without Lessor's consent, to change or modify or add to the configuration of equipment within the Premises and to replace or change individual antennas on the Antenna Structure and the cables and wiring running between the Antenna Structure and the Premises; provided however, that in no event shall such change or modification interfere with Lessor's operation of the Property and/or the improvements hereon.

(b) Lessee shall have the right to maintain or improve the access way as necessary, subject to the written approval of the Lessor, for reasonable access to the Premises.

(c) Lessee shall keep the Premises and the Property free from any liens and arising out of any work performed, materials furnished or obligations incurred by Lessee.

8. Lessee's Property. Any structures, improvements, equipment, antennae, cables or other items constructed or installed by Lessee shall be and remain the personal property of Lessee, notwithstanding the fact that some of such items may be attached to the Premises and/or the Property and regardless of whether or not same is deemed real or personal property under applicable law, and Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in such property. Further, if Lessee is not in default of any provision of this Lease, Lessor hereby grants to Lessee the right to remove any or all of such property, from time to time, and at any time, at Lessee's sole discretion and without Lessor's consent.

9. Access. Lessor agrees that Lessee, its representatives and designees shall have the right to enter the Premises, and so much of the Property as is necessary to access the Premises, twenty-four hours a day, seven days a week, three hundred sixty-five days a year, although Lessee will attempt to limit its activities to the hours of 7:00 A.M. to 7:00 P.M. to the extent possible. Lessee agrees to take, at its own expense, all measures and precautions which it believes reasonably necessary to render its equipment inaccessible to unauthorized persons.

10. Right of Way. Lessee shall have the nonexclusive right of ingress and egress to and from the Premises over and across the Property and shall have an access way from the nearest public street and driveway for personnel and equipment, provided Lessee does not interfere with the exclusive right of a prior in time encumbrance of the property or prior possessors of the proper, if any. Lessee shall also have a nonexclusive right of way over and across the Property as necessary

for the installation, running, servicing and maintenance of electrical power facilities and other utilities necessary to service Lessee's telecommunications facility.

11. Interference.

(a) Lessee's installation, maintenance and operation of Lessee's telecommunications facility shall not (i) interfere with Lessor's operation of the Property or the right of any other possessor of the Property, (ii) cause radio or television interference to any tenant of the Property (iii) or cause signal interference to any radio communication equipment operating on the Property, provided that such radio communication equipment was installed by Lessor or any of Lessor's tenants prior to the Lease Commencement Date. In the event any such interference is caused by Lessee, Lessee shall, at its own expense, provide and install any filters, isolation traps, labor and/or other equipment necessary to eliminate such interference or otherwise resolve the problem.

(b) As of the Lease Commencement Date, and throughout the term of this Lease, a extended, Lessor shall not install any additional radio communication systems on the Premises which cause signal interference with Lessee's radio transmitting and receiving operations on the Property, or license or permit others to do so. Should any such interference be encountered in Lessee's operation of its telecommunications facility as a result of Lessor's or a third party's subsequent installation, Lessor shall cause said interference to be eliminated in a timely manner. If such interference cannot be eliminated within ten (10) days from written notice of such interference to Lessor by Lessee, the parties acknowledge that such Interference will cause irreparable injury to Lessee and Lessee shall have the right, in addition to any other rights that Lessee may have at law or equity, to terminate this Lease or to bring an action to enjoin such interference. Any such termination shall be effective on the expiration of the ten (10) day notice period.

12. Condition of Premises. Lessor shall furnish the Premises and any access way to Lessee in "AS IS" condition. Lessee shall be responsible for maintenance of the Premises, and upon termination of this Lease, Lessee shall surrender the Premises and access way in substantially the same condition in which it was received, except for ordinary wear and tear, or damages to the Premises due to causes beyond Lessee's control.

13. Damage or Destruction.

(a) In the event of any material damage to or destruction of any part of the Premises, any access way or any equipment, structures or other parts of the Premises, by fire, earthquake, act of God, the elements or other casualty, Lessee shall, subject to the provisions of this Section, repair the damage, if such repairs can, in Lessee's opinion, be completed within ninety (90) days. If Lessee determines that repairs can be completed within ninety (90) days, this Lease shall remain in full force and effect, except that Rent shall be abated to the extent Lessee's use of the Premises is impaired, commencing with the date of damage and continuing until completion of the required repairs. If Lessee determines that such repairs cannot be completed within ninety (90) days, then this Lease shall terminate, effective the date of such damage or destruction, unless Lessor and Lessee agree to continue this Lease, Lessor shall be obligated only to return the Premises to their condition on the date of the execution of this Lease, and Lessee shall be obligated to make any

improvements or additions which it believes are necessary to operate its telecommunications facility.

(b) Notwithstanding Section (a) above, in the event that the Property, and/or improvements thereon, is damaged or destroyed to the extent of more than one-third (1/3) of its replacement cost and by a casualty not covered by insurance, Lessee may elect, by written notice to Lessor given within thirty (30) days after the occurrence of the casualty, not to repair, restore and/or reconstruct the Property and/or improvements thereon, in which event this Lease shall terminate, effective as of the date of such damage or destruction. Lessor shall in no event be obligated to make any repairs or replacement of any items other than those items installed by or at the expense of Lessor.

(c) Notwithstanding Sections (a) and (b) above, if the damage or destruction occurs within six (6) months of the expiration of the term of this Lease, as extended, then this Lease may be terminated by either party upon written notice to the other, effective as of the date of the damage or destruction.

14. Condemnation.

(a) In the event that any public or quasi-public authority under a power of condemnation or eminent domain takes any part of the Premises or any access way required by Lessee for the conduct of its telecommunications facility, this Lease shall terminate as of the date title to the vests in the condemning authority. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of that power shall be deemed a taking by condemnation.

(b) Lessee may only claim and recover from the condemning authority an award for Lessee's moving expenses, business dislocation damages, Lessee's personal property and fixtures and the unamortized costs of leasehold improvements paid for by Lessee, and all other awards shall be the sole property of Lessor.

15. Governmental Ban. If at any time during this Lease or any extension thereof, any governmental or other agency having jurisdiction bans or materially restricts the use or maintenance of the rooftop antennae or other electronic equipment and facilities constructed and operated by Lessee, then Lessor shall, upon the giving of thirty (30) days written notice to Lessee, have the option to terminate this Lease, which termination shall be effective upon the expiration of such thirty (30) day notice period.

16. Liability and Indemnification.

(a) Lessee indemnifies and holds Lessor harmless and agrees to defend from and against any loss, liability, cost or expense, including without limitation, Lessors reasonable attorneys fees and other costs of defense in any judicial or administrative proceeding, for any claim which may be incurred or sustained by Lessor as a result of the installation, operation and/or removal of Lessee's telecommunications facility, to the extent such loss, liability, cost, or expense is caused by the acts or omissions of Lessee, its employees, contractors or agents, and is not caused by the negligence of Lessor, its employees, contractors or agents.

(b) Lessor shall indemnify and hold Lessee harmless from and against any loss, liability, cost or expense, including without limitation, Lessee's reasonable attorneys fees and other costs of defense in any judicial or a administrative proceeding, for any claim which may be incurred or sustained by Lessee as a result of Lessor's use of the Property, or from the operation of the Property or any business thereon or from any activity performed, or permitted to be performed in or about the Premises and/or the Property, to the extent such loss, liability, cost, or expense is not caused by the negligence of Lessee, its employees, contractors or agents.

17. Insurance. Lessee agrees to maintain in force throughout the term hereof, at Lessee's sole cost and expense, a general comprehensive insurance policy, with single limit coverage of liability in the amount of [REDACTED] insuring against any claim for damage for bodily injury, death or property damage arising out of Lessee's use of occupancy of the Premises. Lessee shall name Lessor as additional named insured to the policy. Lessee shall furnish Lessor a copy of the policy and said additional named insured endorsement upon execution of this Lease.

18. Peaceful Possession. Lessee shall be entitled to quiet enjoyment of the Premises and Lessor shall take reasonable measures to prevent Lessor's lessees, licensees, invitees or agents from interfering with the operations of Lessee and Lessee's telecommunications facility.

19. Mutual Waiver of Subrogation. Lessee hereby agrees not to assign to any insurance company the right to or cause of action for damage to the property of Lessee located on the Premises and/or the Property which Lessee now has or may have in the future against Lessor during the term of the Lease, as extended, and expressly waives all right of subrogation for such damage. Lessor hereby agrees not to assign to any insurance company the right to or cause of action for damage to the property of Lessor located on the Premises and/or the Property which Lessor now has or may have in the future against Lessee during the term of the Lease, as extended, and expressly waives all right of subrogation for such damage. It is specifically understood that this Section shall apply only where such insurance allows the insured to enter into an agreement waiving subrogation rights and this Section shall apply only with respect to insured loss for the property covered by such insurance policies.

20. Termination.

(a) In addition to other events permitting termination hereunder, this Lease may be terminated, without any penalty or further liability, as follows:

(i) By either party, upon a breach or default of any covenant or term hereof, either express or implied, by the other party, which breach or default is not cured within thirty (30) days of receipt of written notice, provided that if cure is commenced within said thirty (30) day period and thereafter diligently prosecuted to completion, such period shall be extended, except that Lessee acknowledges that the grace period for any monetary default shall be five (5) days from receipt of written notice thereof;

(ii) By Lessor, upon thirty (30) days prior written notice to Lessee in the event of a Default (as defined in Section 21) by Lessee;

(iii) By Lessee, upon thirty (30) days prior written notice to Lessor, in the event that the Premises become technologically unsuitable, in Lessee's reasonable opinion, for the conduct of Lessee's telecommunications facility, including but not limited to materially incurable radio interference and any addition, alteration or new construction on, adjacent to or in the vicinity of the Premises and/or the Property that materially blocks, either partially or totally, transmission or receiving paths;

(iv) By Lessee, upon thirty (30) days prior written notice to Lessor, in the event that any permit, license, variance or similar item which Lessee reasonably considers to be necessary for the successful operation of its telecommunications facility is not reasonably obtainable or maintainable in the future; and

(v) By Lessee, upon ninety (90) days prior written notice to Lessor and payment to Lessor in the amount of six (6) months Base Rent (at the then current rate), for any reason, after the expiration of three (3) years from the Lease Commencement Date.

(b) Notwithstanding the foregoing, Tenant shall not have the right to terminate this Lease pursuant to Section 20(a) (iii) or (a) (iv) above until after the expiration of three (3) years from the Lease Commencement Date.

(c) Effective as of the date of termination, whether pursuant to this or other Sections of this Lease, this Lease shall be of no further force or effect and each party shall be released from all future obligations hereunder. However, all liabilities as obligations incurred prior to the date of termination shall remain effect.

21. Default. The occurrence of any one or more of the events set forth in this Section shall constitute a material Default and breach of this Lease by Lessee:

(a) The failure of Lessee to make any payment of Rent as and when due, where such failure continues for a period of five (5) days after notice from Lessor;

(b) Any execution or attachment relating to Lessee shall be issued or levied upon the Premises or the contents thereof;

(c) The making by Lessee of any general arrangement or assignment for the benefit of creditors; Lessee becoming a "debtor", as defined in the Bankruptcy Code, 11 U.S.C. Section 101 et seq., or any successor statute thereto (unless, in the case of a petition filed against Lessee, the Petition is dismissed within sixty (60) days), the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located on the Premises or of Lessee's interest in this Lease where possession is not restored to Lessee within thirty (30) days; or, the attachment, execution of other judicial seizure of substantially all of Lessee's asset located on the Premise or of Lessee's interest in this Lease, where such seizure is not discharged within thirty (30) days; and

(d) The abandonment or vacation of the Premises by Lessee.

22. Assignment. Lessee shall not assign this Lease without the prior written consent of Lessor, which consent shall not be unreasonably withheld; provided however that Lessee shall have the right to assign this Lease without the consent of Lessor to any parent, subsidiary or

affiliate of Lessee, or to any person or entity which is controlled by or under common control with Lessee, or any corporation into which Lessee may be merged or consolidated or which purchases all or substantially all of the assets of Lessee, Lessee shall have the right, without the consent of Lessor, to grant to its supplier of telecommunications equipment and/or secured lender of long-term borrowed money (collectively "Lender") a security interest in this Lease and all of Lessee's rights hereunder and, upon default of Lessee's obligations to Lender, Lender shall be entitled to exercise all of Lender's rights and remedies as a secured party with respect to this Lease and the rights of Lessee hereunder, which may include, without limitation the right to execute upon, and the right to transfer to a third party this Lease and all of such rights. Notwithstanding the foregoing, there shall be no UCC fixture filing by any lender on any equipment attached to the Property.

23. Lessee's Customers and Subleasing. Lessor understands and acknowledges that Lessee's telecommunications business entails allowing Lessee's customers to place their antennas and receiving and transmitting equipment on the Premises and to operate same on the Premises, and to that end Lessor agrees that Lessee, in the conduct of its telecommunications business, shall have the right, without the consent of Lessor, to sublease or license the Premises for use as a telecommunications facility by others as well as Lessee; provided however that no such subleasing or licensing shall in any way relieve Lessee of any of its obligations, express or implied, under this Lease.

24. Notices. Any and all notices, demands, consents, approvals or authorizations required or permitted under this Lease shall be in writing. They shall be served personally, by nationally recognized delivery service, by facsimile or by registered mail, return receipt requested. If served by registered mail, service shall be deemed made three (3) business days after deposit in the United States mail, first class postage prepaid, addressed to the party to whom such notice is to be given as provided below. Otherwise, service shall be deemed made at the time it is received by the individual to whom the notice is addressed. Either party may change the name and/or address to which notice is to be given, in accordance with the provisions of this Section. Rejection or other refusal to accept notice, or the inability to deliver due to a change in address of which no notice was given shall be deemed to be receipt of notice. Notices shall be addressed as follows:

If to Lessee:

ComSites USA
16885 West Bernardo Drive, Suite 100
San Diego, CA 92127

If to Lessor:

Norco Hills LLC
P.O. Box 3617
Riverside, California 92519

25. Brokers Commissions. Lessor and Lessee hereby acknowledge that no broker other than he commission payable to Broker ically not including any Additional payable to Broker monthly on the basis of rents received from the Lessee, with the first payment to be paid by Lessor upon execution of this Lease. Chevalier Properties exclusively represents and is affiliated with ComSites USA.

26. Attorneys Fees. If any action, suit or proceeding is brought by any party with respect to any matter arising out of this Lease, the prevailing party shall be entitled to reasonable attorneys fees and court costs in addition to such other relief as such party may be entitled.
27. Entire Agreement. This Lease constitutes the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior or contemporaneous understandings or agreements, whether written or oral, between the parties with respect to the subject matter hereof.
28. Severability. If any provision of this Lease shall be invalid or unenforceable with respect to any party, the remainder of this Lease shall not be affected and each provision shall be valid and enforceable to the fullest extent permitted by law.
29. Amendment. Neither this Lease nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by both parties.
30. Counterparts. This Lease may be executed in counterparts, all of which together shall constitute an original.
31. Successors. The covenants and conditions contained in this lease shall, subject to the provisions regarding assignment set forth herein, apply to and be binding upon the heirs, successors, executors, administrators and assigns of all of the parties.
32. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State of California.
33. Recordation of Lease. Lessee shall have the right to record this Lease in the office of the County Recorder in the County in which the Property is located and Lessor agrees to execute a Memorandum of Lease (in substantially the form attached hereto as Exhibit "C") for such purpose.
34. Right to Lease. Lessor represents and warrants that Lessor owns the Property, that Lessor has the right to lease the Premises, that the consummation of this Lease will not violate or cause a breach of any document, agreement or instrument to which Lessor is a party by which it or any part of the Property or the Premises is or may be bound.
35. Lease Binding. In the event that Lessor and/or Lessee is a partnership, corporation, limited liability company or other entity, each undersigned represents and warrants that (s)he is an partner, officer, agent or other representative of the Lessor and/or Lessee, as the case may be, and is duly authorized to execute this Lease and does hereby bind the Lessor and/or Lessee, as the case may be, to this Lease.
36. Estoppel Certificate. Lessee shall, at any time and from time to time upon not less than ten (10) days prior written notice from Lessor, execute, acknowledge and deliver to Lessor a statement in writing: (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified, is in full force and effect) and the date to which the Base Rent and/or Percentage Rent and/or other

modified, stating the nature of such modification and certifying that this Lease as so modified, is in full force and effect) and the date to which the Base Rent and/or Percentage Rent and/or other charges are paid in advance, if any and (b) acknowledging that there are not, to Lessee's knowledge, any uncured defaults hereunder on the part of Lessor or specifying such defaults if any are claimed. Any such statement may be relied upon by any prospective purchaser or encumbrance of all or any portion of the Property,

37. Subordination and Attornment.

(a) Except as otherwise provided herein, this Lease is hereby made subordinate to the lien of any mortgage or deed of trust to any bank, insurance company or other lending institution, now or hereafter in force against the Property, and to all advances made or hereafter made upon the security thereof. Any mortgagee any mortgage or beneficiary of any deed of trust at any time existing or encumbering the estate of Lessor may, at its option, subordinate its mortgage or deed of trust to this Lease. As a condition to be satisfied prior to the subordination of this Lease to any mortgage or deed of trust, now or hereafter in force against the Property, Lessee shall receive a non-disturbance agreement reasonably acceptable to Lessee in form and content from such mortgagee or deed of trust beneficiary.

(b) In the event of the sale or assignment of Lessor's interest in the Premises, or in the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by Lessor covering the Premises, Lessee shall attorn to the purchaser or assignee upon any such foreclosure or sale or assignment and recognize such purchaser or assignee as Lessor under this Lease, provided a non-disturbance agreement is executed which is reasonably satisfactory to Lessee in a form and content.

(c) Lessor and Lessee, within ten (10) days after the date of a written request by the other, shall execute and deliver such instruments and certificates to carry out the intent of this Section 36.

38. Condition of Premises on Vacation By Lessee. Lessee shall return the Premises (including but not limited to the Roof Space) to at least the original condition as when the Lessee commenced occupancy of such Premises.

39. Rules and Regulations. Lessee agrees to abide by the Rules and Regulations of the Building attached hereto as Exhibit "B"; provided, however, that if any term of any Rule conflicts with any provision of this Lease, this Lease shall control.

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

Lessor:

Norco Hills LLC

By: 

Henry G. Cox, II
Manager

Lessee:

ComSites USA, Inc.

By: 

Seann G. Bernshaw
Executive Vice President

**LEGAL DESCRIPTION
ANTENNA SITE EASEMENT**

THAT portion of the Southeast quarter of Section 8, Township 3 South, Range 6 West, as shown by map on file in Records of Survey Book 94 at pages 43 through 45, inclusive, records of Riverside County, in the City of Norco, County of Riverside, State of California, more particularly described as follows:

COMMENCING at the Westerly terminus of the centerline curve designated "#5" on Sheet 2 of said Record of Survey. Said curve being concave Northwesterly, having a radius of 65.00 feet, the radial to which bears South 07° 07' 06" West;

THENCE Northeasterly along said curve an arc distance of 89.55 feet through a central angle of 78° 56' 04", a radial to which bears South 49° 38' 40" East;

THENCE, leaving said curve, North 71° 41' 30" East 99.30 feet to the **TRUE POINT OF BEGINNING**;

THENCE, North 42° 23' 00" East 149.80 feet;

THENCE, North 23° 12' 00" East 74.70 feet;

THENCE, North 17° 33' 00" East 53.00 feet;

THENCE, South 72° 27' 00" East 30.50 feet;

THENCE, South 64° 51' 50" East 20.30 feet;

THENCE, South 56° 29' 00" East 28.60 feet;

THENCE, South 43° 15' 20" East 79.00 feet;

THENCE, South 49° 19' 30" East 27.70 feet;

THENCE, East 36° 10' 30" East 30.50 feet to the **TRUE POINT OF BEGINNING**;

THENCE, North 19° 26' 00" East 13.00 feet;

THENCE, at right angles North 70° 34' 00" West 60.00 feet;

THENCE, at right angles South 19° 26' 00" West 38.00 feet;

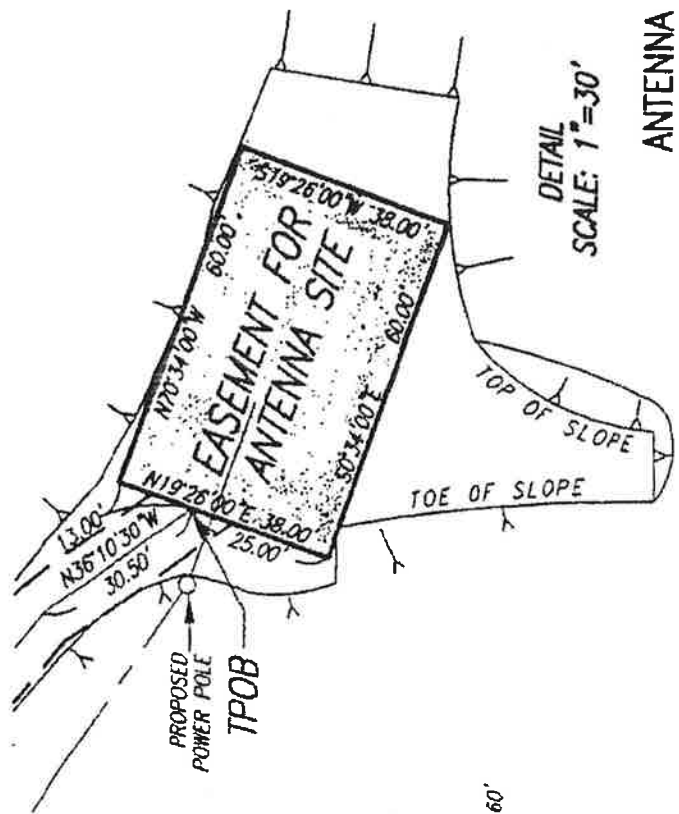
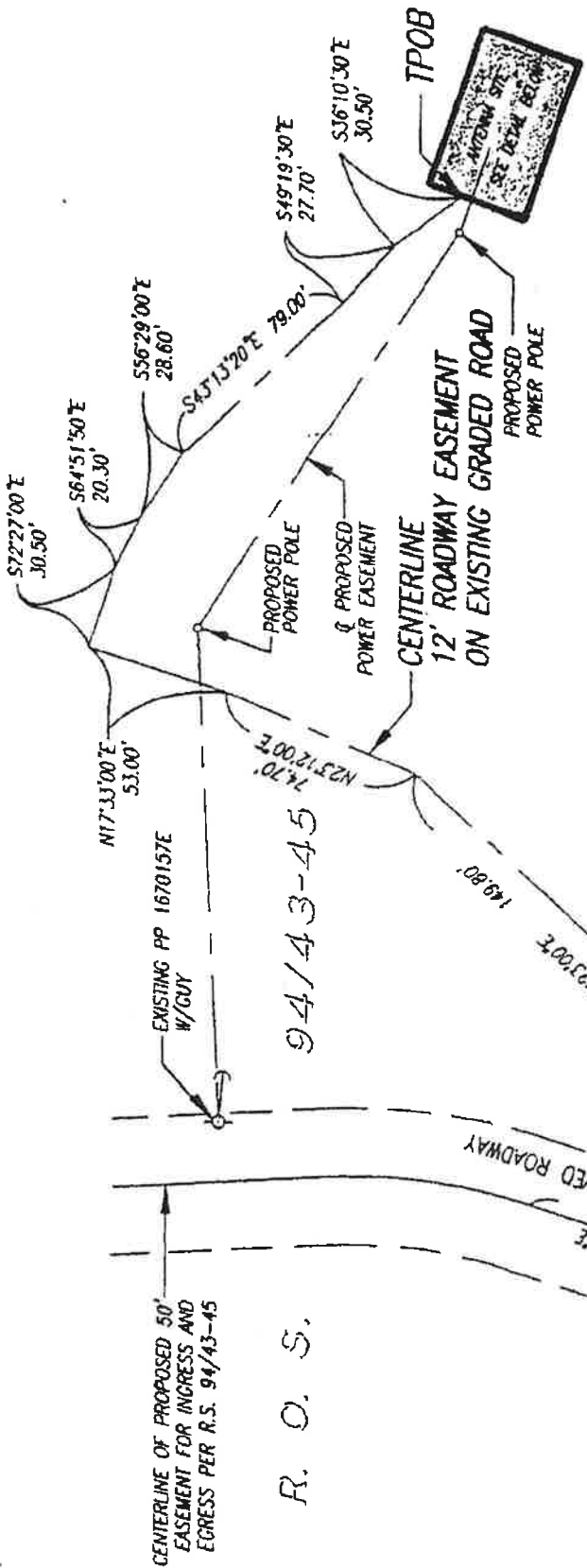
THENCE, at right angles South 70° 34' 00" East 60.00 feet;

THENCE, at right angles North 19° 26' 00" East 25.00 feet to the **POINT OF BEGINNING**.

The above described site is located on an existing graded pad.

All as shown on "Exhibit A" attached hereto and made a part hereof.





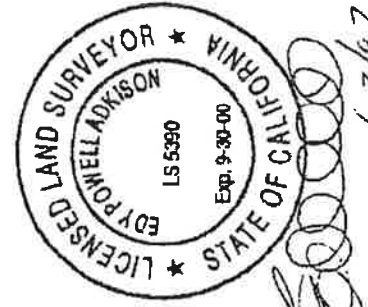
CENTERLINE OF PROPOSED 50' EASEMENT FOR INGRESS AND EGRESS PER R.S. 94/43-45

R. O. S.

94/43-45



SCALE: 1" = 60'



Ed Powell Adkison
10/23/97

DETAIL
SCALE: 1" = 30'

ANTENNA SITE
"EXHIBIT A"

Exhibit "C"

When recorded, return to:

ComSites USA, Inc.
16885 West Bernardo Drive
Suite 100
San Diego, CA 92127
Attention: Seann G. Bernshaw

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT, made and entered into on this 29th day of August, 1997, by and between Norco Hills LLC ("Lessor"),

and

ComSites USA ("Lessee").

is a record of that certain lease agreement ("Lease") between Lessor and Lessee dated August 29, 1997 ("Lease Commencement Date"), which Lease contains, among other things, the following terms:

1. Leased Premises. The Lease pertains to that certain real property, and improvements thereon, commonly known as 1234 Paradise Towers, Norco, CA 91760 California and more particularly described in Exhibit "A" attached hereto ("Property"). Lessee has leased from Lessor a portion of the Property shown in the diagram in Exhibit "B" attached hereto ("Premises").

2. Term of Agreement and Options to Extend. The initial term of the Lease is no less than Ten (10) years, commencing on the Lease Commencement Date. Lessee has the right to extend the Lease term for four (4) consecutive five (5) year periods.

3. Lessee's Customers. Lessee, in the conduct of its telecommunications business, has the right, without the consent of Lessor, to sublease or license the Premises.

4. Ratification of Lease. By this Memorandum, the parties intend to record a reference to the Lease and do hereby ratify and confirm all of the terms and conditions of the Lease and do hereby declare that the Premises and the

Property are in all respects subject to all of the applicable provisions of the Lease.

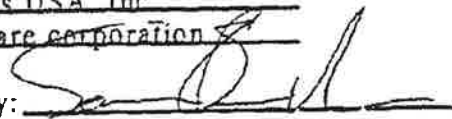
Lessor:

Norco Hills LLC

By: 
MANAGER

Lessee:

ComSites USA Inc
a Delaware corporation

By: 
Seann G. Bernshaw
Executive Vice President

STATE OF CALIFORNIA)

COUNTY OF ~~SAN DIEGO~~)

RIVERSIDE)

SS:

On Aug 18, 1997, 1997, before me Elouise A. Agnes Notary Public personally appeared KEVIN A. COVIL, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Elouise A. Agnes

(Seal)



STATE OF CALIFORNIA)

COUNTY OF SAN DIEGO)

SS:

On SEPT. 19, 1997, before me ALICIA J. HENKE personally appeared SEAN BERNISLAW, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Alicia J. Henke

(Seal)

