

RADIO COMMUNICATION SITE LEASE AGREEMENT

THIS RADIO COMMUNICATION SITE LEASE AGREEMENT (hereinafter "Agreement") is made and entered into by Salinas Valley Solid Waste Authority, a joint powers authority organized under California law (hereinafter "LESSOR") with an address at c/o General Manager, P.O. Box 2159, Salinas, CA 93902-2159, and the County of Monterey, a political subdivision of the State of California (hereinafter "LESSEE"), with an address at 168 W. Alisal St. Salinas, CA 93901.

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

1. PROPERTY, PREMISES, LICENSE TO INSTALL, MAINTAIN AND OPERATE EQUIPMENT AND ACCESS TO PROPERTY:

(A) Property. LESSOR is the owner, lessee, manager or operator of that certain real property in the County of Monterey, State of California, described as the Lewis Road Landfill as outlined in Exhibit A attached hereto and Incorporated herein by reference (hereinafter "Property").

(B) Premises, License to Install, Maintain and Operate Equipment. LESSOR hereby grants to LESSEE a license to install, maintain, and operate the radio communication Equipment (as such term is defined in Section 2 below) as shown in the "Site Plan" attached hereto as Exhibit B and described in the "Equipment List" attached hereto as Exhibit C. Such license is restricted exclusively to the installation, maintenance and operation of the Equipment consistent with the specifications and in the locations identified in Exhibit B and Exhibit C (the "Premises").

(C) Access to Property. Subject to the requirements as set forth in Section 3 and Section 6 below, LESSEE shall have the non-exclusive right for pedestrian and vehicular ingress to and egress from the Property over the designated access area to the Property as described in Exhibit A, seven (7) days a week, twenty-four (24) hours a day, for the purposes of installing, maintaining, operating and repairing the Equipment, together with a license to install, maintain and operate and repair utility lines, wires, cables, conduits, lines, pipes or any other means of providing utility service, including electric and telephone service, to the Premises. LESSOR shall maintain the access area. Lessee shall obtain advance written clearance from LESSOR for any underground excavation or construction.

(D) Subject to Permit Limitations. The LESSOR's obligations to provide LESSEE a license and access are subject to any limitations thereon imposed by the LESSEE's planning and CEQA documents, the Federal Communication Commission (FCC), Monterey County Planning and Building Department, the Regional Water Quality Control Board, and the Local Enforcement Agency or any other regulatory authority with jurisdiction over the landfill site or telecommunications facilities.

2. PERMITTED USE:

Subject to the terms of this Agreement, LESSEE may use the Premises at the Property to install, operate and maintain the radio communications equipment and antennae and other appurtenant and incidental equipment, including, but not limited to, LESSEE's cables, wires, conduits, pipes, radios, radio shelter or cabinet, generator, and related transmission and reception hardware and software, and other personal property (hereinafter the "Equipment"), and to install, maintain, replace and repair wires, cables, conduits and pipes from the Premises to the nearest appropriate utilities provider. All such Equipment shall be installed above ground; wires, cables, conduits, and pipes necessary to connect to utility providers (including communications provider fiber optic cables) may be installed below ground in accordance with Paragraph 1, above. LESSEE shall transmit and receive only within the FCC licensed frequency ranges and at the power levels specified herein. All Equipment to be installed under this Agreement shall be clearly marked by LESSEE with its identifying information which shall include the identity and phone number of LESSEE's emergency contact, FCC license number, and the transmitting and receiving frequencies of the Equipment. LESSEE shall maintain all such Equipment and related improvements in good condition and repair.

3. IMPROVEMENTS ON THE PREMISES, PERFORMANCE OF WORK AND UTILITIES:

(A) Initial Installation and Maintenance of Equipment. LESSEE accepts the Premises in an "as is" condition. LESSEE shall have the right to finance and construct approved Equipment and related improvements on the Premises at LESSEE's sole cost and expense. LESSOR hereby consents to and approves of LESSEE's initial installation of Equipment at the Premises, as depicted on Exhibit B and Exhibit C attached hereto, including installation of an entry port on the shelter. LESSEE agrees to provide to LESSOR structural analysis, equipment lists, material lists, CAD drawings, and any other technical report in its possession as requested by the LESSOR. The site currently operates under a stormwater pollution and prevention plan. Therefore, this project shall conform to all legal, regulatory and permit requirements beginning with construction and extending to project termination when all of the equipment is removed. Following the construction and initial installation of LESSEE's Equipment, LESSEE may thereafter, at its sole cost and expense, perform construction, maintenance, repairs and like-for-like replacements of its Equipment, as necessary, and appropriate for its ongoing business, subject to the terms of this Agreement, including, without limitation, this Section 3.

(B) Modifications to Equipment. LESSEE shall apply to make Modifications (as such term is defined below) to its Equipment by submitting all plans to LESSOR for LESSOR's prior approval, including geotechnical reports, foundation recommendations, structural analysis, specifications, working drawings and other information reasonably required by the LESSOR in connection with a proposed Modification, and LESSEE will be liable for the cost thereof. Any approved Modification shall be evidenced by an amendment to this Agreement. For the

purposes of this Agreement, a "Modification" shall mean: (i) any change (including upgrade) to the Equipment as specified herein; (ii) any alterations in the frequency ranges or Federal Communications Commission ("FCC") licensed allocation or power levels; (iii) 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 (iv) any repair to the Equipment that affects tower loading capacity.

(C) LESSOR's Improvements. LESSOR retains the right to make any improvements to the Premises and Property as reasonably deemed necessary by the LESSOR. Said improvements shall not be inconsistent with the LESSEE's use of the Premises. Nothing contained in this Agreement shall be deemed or construed in any way to limit the LESSOR's authority to exercise any right or power concerning the utilization of the Premises and Property. LESSEE's use of the Premises shall be subordinate to the LESSOR's use of the Property. LESSOR shall notify LESSEE of any intended use of the Property by the LESSOR which may be reasonably expected to affect LESSEE's use of the Premises and any such use shall not be inconsistent with nor interfere with LESSEE's use of the Premises. Such notification shall be provided by the LESSOR to the LESSEE at least 5 business days in advance of activity that may impact or interfere with LESSEE's use of the Premises.

(D) Utilities. LESSEE shall pay for all electricity and other utilities it uses. If separate metering is unavailable, LESSEE shall pay a reasonable pro rata share of such costs representing its usage.

(E) Co-Location Sublease. Subject to space availability and written approval of the LESSOR, the LESSEE may sublease space on the communications tower and Premises to future sub lessees. Lessor has no independent right to sublease space on the tower or premises. LESSEE will ensure that respective sub lessee's telecommunication operations are consistent with the standards set forth in this Agreement and that appropriate governmental approvals are received. LESSEE is entitled to fifty percent (50%) of net revenue received from any new tenants on leased Premises. Net revenue is defined as the amount paid by a new tenant to LESSEE minus any expenses incurred by LESSEE for site maintenance or site related expenses.

4. GOVERNMENTAL APPROVALS:

It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals relating to the presence and operation of the Equipment at the Premises (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities, including all applicable FCC requirements. This requirement includes any necessary construction, building or use permits and compliance with any progress inspections that may be required by any regulatory body. In the event that any of such applications for such Governmental Approvals should be finally rejected through no fault of LESSEE or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise

withdrawn or terminated by governmental authority through no fault of LESSEE so that LESSEE in its sole discretion will be unable to use the Premises for its intended purposes or the LESSEE determines that the Premises are no longer technically compatible for its intended use, LESSEE shall have the right to terminate this Agreement. Notice of the LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the LESSEE. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each party to the other hereunder. Otherwise, all the parties shall have no further obligations, including the payment of money, to each other.

5. INTERFERENCE:

(A) Interference to LESSEE's Operations. LESSOR agrees that neither LESSOR nor LESSOR's other users of the Property or property adjacent to the Property controlled or owned by LESSOR, whose communications equipment is installed or modified subsequently to LESSEE's Equipment ("Subsequent Use"), shall permit their communications equipment to interfere with LESSEE's permitted transmissions or reception. In the event that LESSEE experiences Radio Frequency ("RF") interference caused by such Subsequent Use, LESSEE shall notify LESSOR in writing of such RF interference and LESSOR 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 LESSOR's receipt of such notice. In the event LESSOR is notified of any RF interference experienced by LESSEE 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 LESSEE to eliminate such RF interference. LESSOR 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 LESSEE's operation of its Equipment following receipt of a notice of such interference.

6. AUTHORIZED PERSONS, NOTICE RELATING TO ACCESS, PERMITS AND APPROVALS:

(A) Authorized Persons; Safety of Personnel. LESSEE's right of access shall be limited to authorized employees, contractors or subcontractors of LESSEE, or persons under their direct supervision. LESSEE shall not allow any person to climb a tower at the Property without ensuring that such person works for a vendor approved by LESSOR for the subject work; provided, however, LESSEE may allow a person to climb a tower at the Property if LESSEE ensures that such person works for a vendor approved by LESSOR for the subject work.

(B) Permits, Authorizations and Licenses. LESSEE shall be solely responsible for obtaining and maintaining , at its own expense, all permits, authorizations and licenses associated with its occupancy of Premises at the Property and utilization of Equipment thereon and shall promptly provide copies thereof to LESSOR.

(C) Zoning Approval. LESSEE must provide LESSOR with copies of any zoning application or amendment that LESSEE submits to the applicable zoning authority in relation to its installation or modification of Equipment at the Property. LESSOR reserves the right to require reasonable revisions to any such zoning application or amendment. LESSOR also reserves the right, prior to any decision by the applicable zoning authority, to approve or reject any conditions of approval, limitations or other obligations that would apply to the owner of the Property, or any existing or future Property licensee, as a condition of such zoning authority's approval; provided, however, LESSOR shall not unreasonably withhold or delay approval of any such conditions of approval, limitations or other obligations. LESSEE agrees that any Modification, or change in use of the Premises, as approved herein, may require an amendment hereto which may entitle LESSOR to additional compensation. LESSEE shall be solely responsible for all costs and expenses associated with (i) any zoning application or amendment submitted by LESSEE, (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.

7. LEASE FEE AND OTHER CHARGES:

For the rights granted under this Agreement, LESSEE shall pay to LESSOR a fee (hereinafter "Lease Fee") in the amount of One Dollar (\$1.00) annually for the Equipment on the Property as detailed in Exhibit B and Exhibit C. LESSEE shall pay the first Lease Fee within sixty (60) days after the Commencement Date (as such term is defined in Section 8 below). The Lease Fee shall be made to (need not be sent certified); Salinas Valley Solid Waste Authority, attn: General Manager, at P.O. Box 2159, Salinas, CA 93902-2159. For all subsequent years during the lease term, the LESSOR shall provide a written invoice to LESSEE prior to each anniversary of the Commencement Date. The Lease Fee shall be paid within thirty (30) days after LESSEE's receipt of written invoice from LESSOR; provided, however, LESSOR's failure to submit any invoice in accordance herewith shall not be construed as a waiver of any right thereto.

8. TERM OF AGREEMENT:

The initial term of this Agreement shall commence on the date this Agreement is fully executed by the parties or the first (1st) day of the month following the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits that allows the operation of the antennae(s) for its intended use, whichever event occurs last (the "Commencement Date"). The initial term of this Agreement shall be for five (5) years.

9. FISCAL OUT CLAUSE:

Notwithstanding any other provisions of this Agreement, LESSEE may, at its sole option, terminate this Agreement by providing at least thirty (30) days prior written notice to LESSOR. Such termination shall be without penalty to LESSEE. Such right of termination shall not be construed so as to permit LESSEE to terminate this Agreement in order to lease other premises for a similar purpose in the same general area.

10. EXTENSIONS:

This Agreement shall automatically be extended for three (3) additional five (5) year terms unless the either party provides written notice to the other of its election not to extend the term at least six (6) months prior to the end of the then current term.

11. HOLDOVER:

LESSEE shall remove its Equipment from the Property prior to the expiration or termination of this Agreement. Should LESSEE's Equipment remain at the Property after the expiration or termination of this Agreement, no tenancy or interest in the Property shall result, but this "holding over" shall be an unlawful detainer and all such Equipment shall be subject to immediate removal. LESSEE shall, upon demand, pay to LESSOR, as a holdover fee, a sum equal to one-eighth (1/8) the annual Lease Fee (based on the amount of the Lease Fee at the time of said expiration or termination, for each month during which LESSEE shall "holdover" at the Property after the expiration or termination of this Agreement.

12. ASSIGNMENT:

Neither this Agreement nor any rights hereunder shall be sold, transferred or assigned by the LESSEE without the written consent of LESSOR, which consent shall not be unreasonably withheld, conditioned or delayed, unless the assignment is to a non-governmental agency, in which case LESSOR may refuse to consent to the assignment at its reasonably exercised discretion. Any such approved assignment shall be evidenced by a form provided by LESSOR and executed by LESSOR, LESSEE and the assignee. Notwithstanding the above, LESSEE may assign this Agreement, without written consent by LESSOR upon one hundred eighty (180) days prior written notice to LESSOR, to LESSEE's principal, or any wholly-owned subsidiary of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition, or other business reorganization, or to another government or quasi-government entity. LESSEE shall not share the use of its Equipment with any non-governmental third party.

13. NOTICES:

Any demand or notice which either party shall be required, or may desire, to make upon or give to the other hereunder shall be in writing and shall be delivered (i) by established express

delivery service which maintains delivery records, (ii) personally upon the other, or (iii) by prepaid certified or registered mail, return receipt requested. All notices shall be effective upon receipt, or upon attempted delivery if delivery is refused. The notices shall be sent to the parties at the following addresses:

To LESSEE: County of Monterey
Contract/Purchasing Officer
168 W. Alisal St.
Salinas, CA 93901

With a copy that shall not constitute notice to:

To LESSOR: Salinas Valley Solid Waste Authority
General Manager/CAO
P.O. Box 2159
Salinas, CA 93902-2159

Either party may, from time to time, designate any other address for this purpose by written notice to the other party. Either party for general communication may use telephone, email or facsimile.

14. ACKNOWLEDGMENT OF TITLE:

It is understood and agreed that LESSEE, by the acceptance of this Agreement and by the use or occupancy of said Premises, has not acquired and shall not acquire hereafter any property rights or interest in or to said Premises (other than the leasehold interest granted herein), and LESSEE may use the Premises only as herein provided. LESSEE shall not have, nor will it obtain, any right or claim to the continued use of said Premises beyond that specifically given in this Agreement. LESSOR covenants that LESSEE, on paying the Lease Fee and performing all the terms, covenants, and conditions of this Agreement, shall peaceably and quietly have, hold and enjoy the Premises, subject to the terms, covenants and conditions set forth herein. LESSOR covenants that LESSOR has full power and authority to enter into and perform this Agreement and to grant the rights granted to LESSEE hereunder, subject to the terms, covenants and conditions set forth herein.

15. REPAIRS:

LESSEE shall be responsible for all maintenance and repairs of LESSEE's Equipment, and LESSEE shall keep its installation, including but not limited to, fencing and screening, in good, neat and clean condition in conformity with the standards of the local governing body regulations and the Site Rules. LESSEE shall be responsible for the timely repair of all damage to the

Premises and Property caused by the negligence or willful misconduct of LESSEE, its employees, agents or business vendors.

16. INSPECTION:

The LESSOR shall have the right at all times to enter upon said Premises to inspect the Equipment and determine if said use is to the satisfaction of LESSOR; provided, however, that LESSOR shall not alter, adjust, move, disrupt or otherwise affect the operation of the LESSEE's Equipment, except as LESSOR may otherwise be permitted as set forth herein. If LESSOR alters, adjusts, moves, disrupts or otherwise affects the operation of LESSEE's Equipment during the inspection in such a manner to cause damage to LESSEE's Equipment, LESSOR shall be liable for the actual, direct damages to the Equipment.

17. INSURANCE AND INDEMNIFICATION:

(A) Insurance Requirements. LESSEE, at LESSEE'S own expense throughout the Term of this agreement, as extended, shall comply with the insurance requirements attached hereto as Exhibit E and incorporated by reference herein. In the event that LESSEE is self-insured in any or all of the aforementioned insurance areas, a letter certifying that LESSEE is lawfully self-insured shall be furnished upon request of the LESSOR prior to execution of this Agreement, or during the term of the Agreement.

(B) Proof of Insurance. Upon the request of the LESSOR, the LESSEE shall deposit with LESSOR evidence of insurance or self-insurance in forms reasonably satisfactory to LESSOR, indicating compliance with the insurance provisions of this Agreement. LESSEE shall keep the insurance or self-insurance in effect throughout the Term of the Agreement, and as the same may be extended.

(C) Indemnification. LESSEE, during the term hereof, shall indemnify and hold harmless the LESSOR from and against any and all claims and demands for injuries to persons or loss of life, or damage to property, occurring within the Premises and arising out of the installation, operation, or maintenance of the Equipment on the Premises by the LESSEE, excepting however, such claims and demands for injuries to persons or loss of life, or damage to property, caused by acts or omissions of the LESSOR.

LESSOR, during the term hereof, shall indemnify and hold harmless the LESSEE from and against any and all claims and demands for injuries to persons or loss of life, or damage to property, occurring within the Premises and arising out of the fault or negligence of the LESSOR.

18. CONDEMNATION:

If any part of the Property shall be taken under the power of eminent domain LESSOR and LESSEE shall be entitled to assert their respective claims in accordance with applicable state law.

19. CASUALTY:

In the event that the Property, or any part thereof, is damaged by fire or other casualty not caused by LESSEE, LESSOR shall have ninety (90) days from the date of damage, if the damage is less than total destruction of the Property, in which to make repairs, and one hundred eighty (180) days from date of destruction, if the Property (including the tower structure) is destroyed, in which to replace the destroyed portion of the Property. If LESSOR fails for any reason to make such repair or restoration within the stipulated period and the damage or destruction effectively precludes LESSEE's use of the Property 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, LESSEE's use of the Property is interrupted due to casualty, in addition to the aforementioned termination right, LESSEE's sole remedy shall be abatement of the Lease Fee for the period during which LESSEE's use of the Property is interrupted. Except with regard to repair of the Property as stated in this Section 19, LESSOR shall not be responsible for any damage caused by vandalism or acts of God. In no event shall LESSOR be liable to LESSEE for damage to the Equipment or interruption or termination of LESSEE's operations caused by forces majeure or acts of God.

20. USE OF HAZARDOUS CHEMICALS:

LESSEE must inform LESSOR if it will house batteries or fuel tanks at the Property. The use of any other hazardous chemicals at the Property requires LESSOR's prior written approval. LESSEE agrees to provide to LESSOR no later than each January 15th, an annual inventory of its hazardous chemicals at the Property. Upon LESSEE'S request, LESSOR shall supply copies of any "Phase I" environmental investigation reports in its possession for the Property, unless such delivery is prohibited by agreement with a third party. LESSEE may commission any "Phase I" environmental assessments at its own expense, and shall provide copies of reports based on such studies to LESSOR. "Phase II" environmental assessments must be approved by LESSOR prior to initiation and a Phase II Environmental Investigation Access Agreement must be executed if LESSEE will use its contractor to perform the study. Notwithstanding the foregoing, the performance of any environmental study at the Property is subject to any restrictions in the Prime Lease.

21. CONDITION OF PREMISES UPON TERMINATION:

Within thirty (30) days after termination or expiration of this Agreement, LESSEE at its sole cost and expense shall remove all of LESSEE's Equipment from the Premises to the extent reasonably requested by LESSOR and restore the Premises as nearly as possible to the condition in which it existed immediately prior to the Commencement Date, including, but not limited to, removing rooftop mounts and tie downs (if applicable), electrical conduits, cabling and switches, whether underground or above-ground, reasonable wear and tear excepted.

22. REAL ESTATE TAXES:

LESSEE shall pay all personal property taxes assessed against the LESSEE's personal property that is located within the Property. LESSOR shall pay all real property taxes and all other fees assessed against the LESSOR's premises or LESSOR's personal property or improvements thereon owned and maintained by the LESSOR.

23. DEFAULT, REMEDIES AND WAIVER OF CONSEQUENTIAL DAMAGES:

Notwithstanding any other provision to the contrary contained herein this Agreement, in the event there is a default by the LESSEE with respect to any of the provisions of this Agreement or its obligations under it, then the LESSOR shall give LESSEE written notice of such default. After receipt of such written notice, the LESSEE shall have ten (10) days to cure any monetary default and thirty (30) days to cure any non-monetary default (i.e., a default not related to timeliness of payments), provided that such thirty (30) day period will be extended as required if the nature of the cure is such that it reasonably requires more than thirty (30) days and the LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The LESSOR may not maintain any action or effect any remedies for default against the LESSEE unless and until the LESSEE has failed to cure the same within the time periods provided in this Section 23.

In the event that LESSEE fails to cure a default within 30 days or as otherwise provided in this section, LESSOR may take possession of the Premises and remove all LESSEE improvements from the Premises in accordance with applicable laws. LESSOR shall invoice LESSEE, which invoice shall be accompanied by all supporting documentation for such time and costs and for any reasonable staff time related to removal of equipment resulting from default after LESSEE's receipt of written notice and opportunity to cure as defined in this section.

24. GOVERNING LAW AND VENUE:

The laws of the State of California, regardless of conflict of law principles, shall govern this Agreement. The duties and obligations of the parties created hereunder are performable in Monterey County, and such county shall be the venue for any action or proceeding that may be brought or arise by reason or connection with this Agreement.

25. RECORDING:

LESSOR agrees to execute a memorandum of this Agreement that LESSEE may record with the appropriate Recording Officer using the format identified as Exhibit D, and LESSEE shall pay all costs associated with recording, if there are any. The date set forth in the memorandum of this Agreement is for recording purposes only and bears no reference to Lease Fee payments. In the event that this Agreement is terminated prior to the end of its term, LESSEE grants to LESSOR a power of attorney to execute and record any instrument necessary to evidence said termination.

26. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT:

(A) Subordination. Subject to Section 26(B) below, this Agreement and LESSEE's rights hereunder are and will be subject and subordinate in all respects to: (i) any and all mortgages, deeds of trust or other deeds, and any similar security agreements that encumber the Property to secure the debt of LESSOR (collectively, "Security Instrument") from LESSOR in favor of any and all lenders, creditors, indenture trustees and similar parties (collectively, "Lender") insofar as the Security Instrument affects the property of which the Property 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.

(B) Non-Disturbance. The subordination described in Section 26(A) is conditioned upon the agreement by Lender that, so long as this Agreement is in full force and effect and LESSEE 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 person acquiring title to LESSOR's interest in the real property of which the Property forms a part (an "Acquiring Party") through a Conveyance (as such term is defined in Section 26(C) below), agrees that the right of possession of the Property and all other rights of LESSEE 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.

(C) Liability of Parties. LESSEE and LESSOR agree (i) that 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 Property and any other transfer, sale or conveyance of the LESSOR's interest in the property of which the Property 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 ("Conveyance") shall be made subject to this Agreement and the rights of LESSEE 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 LESSEE and LESSOR had before such Conveyance; provided, however, that Lender or any Acquiring Party shall not be liable for any act or omission of LESSOR or any other predecessor-in-interest to Lender or any Acquiring Party. LESSEE agrees that Lender may join LESSEE 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.

(D) Attornment. LESSEE agrees that, upon receipt by LESSEE of notice to attorn from Lender or any Acquiring Party, along with reasonable supporting documentation, (i) LESSEE shall not seek to terminate this Agreement and shall remain bound under this Agreement, and (ii) LESSEE 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. LESSEE 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.

27. COMPLIANCE WITH LAWS:

LESSEE shall maintain and operate its Equipment during the term of this Agreement in compliance with all present and future rules and regulations of any local, State, or Federal authority having jurisdiction with respect hereto, including without limitation, the rules and regulations of the FCC, the Federal Aviation Administration (the "FAA"), and the Occupational Safety and Health Administration ("OSHA").

28. RF EMISSIONS COMPLIANCE:

LESSEE is aware of its obligation to comply with all applicable rules and regulations of the FCC pertaining to RF emissions standards, as well as applicable rules and / or regulations of any other federal or state agency (including but not limited to OSHA) having jurisdiction over the installation, operation, maintenance, and / or working conditions involving RF emissions and / or safety and work standards performed on or near communication towers and antennas. LESSEE agrees to be solely responsible for compliance with all applicable FCC and other governmental requirements with respect to installation, operation, and maintenance of its Equipment and for repairs to its Equipment at the Premises. LESSEE will immediately remedy its operations to comply with such laws, rules, and regulations as they apply to its operations and / or the operations of all licensed users at the Premises to comply individually and in the aggregate with all applicable FCC and other governmental RF emissions standards.

29. RF EXPOSURE:

LESSEE 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.

30. LIENS:

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

31. WITHDRAWAL OR TERMINATION OF APPROVAL OR PERMIT:

In the event any previously approved zoning or other permit of a government entity or agency affecting the use of the Property 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.

32. MISCELLANEOUS:

(A) Prior Agreement Superseded. This Agreement, including the exhibits attached hereto, constitutes the entire agreement and understanding between the parties, and revokes and supersedes all other oral or written offers, negotiations and other agreements between the parties, concerning the subject matter contained herein.

(B) Amendments. This Agreement may be amended or modified only by an instrument in writing signed by the LESSEE and the LESSOR.

(C) Integration. This Agreement, including the exhibits, represent the entire Agreement between the LESSEE and LESSOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the LESSEE and LESSOR as of the effective date of this Agreement, which is the date of later execution

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

(E) Non-exclusive Agreement. This Agreement is non-exclusive and both LESSEE and LESSOR expressly reserve the right to contract with other entities for the same or similar services.

(F) Authority. Any individual executing this Agreement on behalf of the LESSEE or the LESSOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

(G) Successors and Assigns. Subject to any provision hereof restricting assignment or subletting by LESSEE, this Agreement shall bind the parties, their personal representatives, successors, and assigns.

(H) Severability. If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement, or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be deemed valid and enforceable to the fullest extent permitted by law. The parties agree to promptly renegotiate in good faith any provision held to be invalid or unenforceable under this paragraph.

(I) Time is of the Essence. Time is of the essence in each and every provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates appearing below their respective authorized signatures.

LESSEE: (County of Monterey)

By: _____

Title:

Date:

LESSOR: (Salinas Valley Solid Waste Authority)



By: R. Patrick Mathews

Title: General Manager/CAO

Date:

APPROVED AS TO FORM

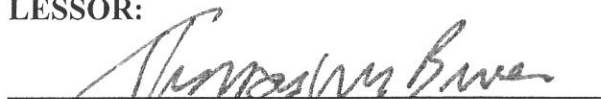
LESSEE:

By: _____

Title:

Date:

LESSOR:



By: Thomas Bruen

Title: Authority General Counsel

Date: