

COLLOCATION SUBLEASE AGREEMENT

THIS COLLOCATION SUBLEASE AGREEMENT ("Agreement") is entered into as of the ____ day of _____, 20__, by and between **Sprint Spectrum Realty Company, L.P., a Delaware limited partnership**, ("Landlord") as successor-in-interest to Sprint Spectrum L.P., a Delaware limited partnership, as successor-in-interest to Nextel of California, Inc., a Delaware corporation and **the County of Monterey, a political subdivision of the State of California** ("Tenant").

BACKGROUND

Pursuant to a certain agreement dated August 5, 1999, between Landlord and Marina Coast Water District, a California Water District, ("MCWD") a copy of which is attached hereto as **Exhibit "F"** and made a part hereof ("Ground Lease"), Landlord leases or has the right to use certain real property ("Property") which is described on **Exhibit "A"** attached hereto and made a part hereof, which contains an antenna support structure ("Tower") owned, controlled or used by Landlord. The Property and the Tower are collectively referred to herein as the "Site".

Tenant wishes to sublease from Landlord on a non-exclusive basis certain portions of the Site for the purpose of locating unmanned radio communications equipment on the Site.

AGREEMENT

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

1. PREMISES

Landlord hereby subleases to Tenant, and Tenant subleases from Landlord:

(i) space for up to (5) antenna(s), comprised of (2) microwaves to be specifically mounted at Tenant's option at the antenna centerline of 65.94 feet and (2) transmit omni-antennas to be specifically mounted at Tenant's option at the antenna centerlines of 47.65 feet, and (1) receive omni-antenna to be specifically mounted at Tenant's option at the antenna centerline of 89.52 feet of the Tower ("Tower Space"); and

(ii) ground space in the location described in Exhibit "A" within Landlord's 11'-8" x 20' telecommunications equipment shelter located on the Property also described in Exhibit "A" for Tenant's radio cabinet(s) as well as ground space measuring 10' 8" x 4' adjacent to the telecommunications equipment shelter for the installation of an standby emergency generator and fuel storage tank in the location described in Exhibit "A". ("Ground Space").

Landlord also grants to Tenant a non-exclusive right to use any of Landlord's existing or any access easement(s) ("Access Easement") and utility easement(s) ("Utility Easement") granted to Landlord in the future pursuant to usage rights under the Ground Lease. The Tower space, the Ground Space, the Access Easement and the Utility Easement are referred to collectively in this Agreement as the "Premises", which is described in further detail on **Exhibit "B"** attached hereto and made a part hereof.

2. USE

The Premises may be used by Tenant only for the installation, operation and maintenance of the unmanned radio communications equipment set forth in **Exhibit "C"**, attached hereto and made a part hereof (the "Communications Facility"), subject to and consistent with the terms of this Agreement. Tenant shall only operate the Communications Facility on the frequencies listed in **Exhibit "C"**. Except for the Communications Facility described in **Exhibit C** and the frequencies listed in **Exhibit C**, Tenant shall not have the right to install, maintain or operate any other equipment or frequencies at the Site without the prior written consent of Landlord, which consent shall be conditioned upon, in addition to all the terms and conditions of this Agreement, (i) space availability at the Site, (ii) tower loading considerations at the Site, and (iii) Tenant's agreement and compliance with such other terms and conditions as Landlord may require in its reasonable discretion, including, but not limited to, increases to the Fee (as hereinafter defined).

Tenant may install and operate a standby emergency generator and fuel storage tank as part of the Communications Facility in the location described in Exhibit "A", on the condition that Landlord may connect to and use the generator at any time at no cost to Landlord. Tenant shall be solely responsible for the installation, maintenance, repair and removal of such generator and fuel storage tank at its sole cost and expense.

Tenant must, at Tenant's sole expense, comply with all laws, orders, ordinances, regulations and directives of applicable federal, state, county, and municipal authorities or regulatory agencies, including, without limitation, the Federal Communications Commission ("FCC") related to Tenant's use of the Premises. Tenant must comply with any rules and regulations of Landlord relating to safety, access and work at the Site, as established or modified by Landlord from time to time provided that such rules and regulations are applied to all tenants in a non-discriminatory manner. Landlord shall provide Tenant with prior written notice of all such rules and regulations and modifications thereto.

Tenant must access, work at, and operate the Communications Facility in a safe manner that does not interfere with Landlord's operations at the Site or with the operations on the Site of any users existing as of the Commencement Date of this Agreement.

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

The Communications Facility and related property located upon the Premises by Tenant pursuant to the terms of this Agreement shall at all times be and remain the property of Tenant and shall not be subject to any lien or encumbrance by Landlord; provided, however, that Landlord shall have the right to remove and dispose of the Communications Facility in accordance with Section 16.

3. TERM

The initial term of this Agreement ("Initial Term") will be five (5) years from the Commencement Date. The Commencement Date ("Commencement Date") is defined as the commencement of construction or installation of equipment by Tenant at the Premises or ninety (90) days from the date of execution of this Agreement, whichever occurs first. Any physical improvement or modification of the Premises by Tenant, other than those preliminary surveys, inspections, or other reasonably necessary tests, will constitute the commencement of construction, unless otherwise terminated as provided in this Agreement. Subject to Landlord's written approval and Tenant's execution and delivery to Landlord of the Entry and Testing Agreement, a copy of which is attached hereto as **Exhibit "D"**, Tenant may enter the Premises before the Commencement Date, to the extent such entry is related only to engineering surveys, inspections, or other reasonably necessary tests required prior to construction and installation of the Communications Facility. Subject to the terms of the Ground Lease, the term of this Agreement may be renewed at Tenant's option for one (1) additional consecutive term of five (5) years (a "Renewal Term"), unless Tenant provides Landlord with written notice of intention not to renew not less than six (6) months prior to the expiration of the Initial Term; provided, however, that this Agreement will immediately terminate upon the termination or expiration of the Ground Lease. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term."

4. FEES

4.1 **Fee.** The monthly lease fee (the "Fee") for a Premises will be payable on or before the first day of the first month immediately following the Commencement Date and on or before the first day of each month thereafter. The Fee will be payable to Landlord at:

**Sprint Towers BU 88
PO Box 876783
Kansas City, MO 64187-6783**

The Fee for the Premises will be determined in accordance with the Fee Schedule attached hereto as **Exhibit E**. Tenant shall include with its payment of the Fee the Site Lease Identification Number. The Fee excludes any charges for the furnishing of electricity or other utilities to Tenant, such electricity or other utilities charges to be assessed and collected pursuant to Section 8 below entitled "Utilities".

4.2 **Late Fee.** If Tenant fails to pay the Fee within thirty (30) days of the date when due, Landlord may require that Tenant pay to Landlord a late fee of \$150.00 per month. The late fee is in addition to the interest Landlord may assess under Section 4.4 of this Agreement.

4.3 **Adjustment.** The Fee for the Premises will be increased annually during the term of this Agreement on the anniversary of the Commencement Date by an amount equal to three percent (3%) of the annual Fee for the previous year.

5. INTERFERENCE

5.1 In the event the Communications Facility or any part thereof causes interference to:

- (i) Landlord or Landlord's equipment existing as of the date of installation of the Communications Facility, ; or
- (ii) Landlord or Landlord's equipment existing at the Site as such future date when Tenant desires to modify its then-existing Communications Facility; or
- (iii) the equipment of other users of the Site, if such equipment of other users was existing at the Site prior to the date Tenant installed interfering equipment and other user's equipment is not modified in type and manner after Tenant's installation of equipment,

then Tenant must take all steps necessary to correct and eliminate the interference within forty-eight (48) hours of the transmittal by Landlord via facsimile, or other written notice defined in this Agreement, to Tenant. If such interference by Tenant cannot be eliminated within a reasonable length of time, not to exceed forty-eight (48) hours after notice thereof for interference, Tenant will cause the interference to cease, except for brief tests necessary for the elimination of the interference. Landlord and Tenant each agree to comply with all applicable FCC rules and regulations. If within thirty (30) days of Tenant's receipt of such notice the interference it is reasonably determined that such interference cannot be rectified, then either party may, at its option, terminate this Agreement upon written notice to the other party, whereupon Tenant shall remove the Communications Facility at its sole cost and expense and in accordance with Section 16 herein. Tenant agrees to provide and perform adequate testing and evaluation for interference with its operation based upon the written information supplied by each party to the other as to its own equipment, specifications and use, when such testing is requested and required by Landlord prior to Tenant receiving approval to commence construction or installation at the Site.

5.2 Landlord agrees to include provisions which are substantially similar to Section 5.1 in all future licenses, leases or other agreements relating to the use of the Site for telecommunications purposes.

5.3 Tenant hereby acknowledges that Landlord operates at the Site, and has licensed and/or leased, and will continue to license and/or lease, space at and upon the Site to third parties for the installation and operation of radio communication facilities. Tenant accepts this Agreement with this knowledge and waives any and all claims against Landlord resulting from or attributable to interference caused by present equipment, facilities or methods of operation employed by Landlord in its business upon the Site and future equipment or methods employed by Landlord in its business upon the Site at such time Tenant desires to modify its then-existing Communications Facility. Except as provided in Section 5.3(ii) below, Tenant also waives any and all claims against Landlord arising from interference resulting to Tenant in violation of this Section 5 by virtue of equipment, facilities or operations employed by any other licensee or tenant of Landlord in its business on the Site. . In the event that any such interference occurs by third parties that materially interferes with Tenant's utilization the Site, Tenant, in addition to any and all other remedies at law, or in equity, may either:

(i) require that Landlord take all reasonable steps necessary to require the interfering third party to correct and eliminate the interference within forty-eight (48) hours of the transmittal by Tenant via facsimile, or other written notice defined in this Agreement, to Landlord. If such interference by Landlord cannot be eliminated within a reasonable length of time, not to exceed forty-eight (48) hours after notice thereof for interference, Tenant may terminate this Agreement at any time thereafter by giving Landlord thirty (30) days' prior written notice to that effect, and such termination shall be effective at the end of such thirty (30) day period, provided, however, that such termination will not be effective if Landlord eliminates such interference within fifteen (15) days of Tenant's termination notice. Tenant shall pay Landlord any fees due for the period up to the date of the termination of the Agreement. Any advance payments for periods after the termination of the Agreement will be reimbursed to Tenant; or

(ii) seek injunctive relief against Landlord from a court of competent jurisdiction, ordering Landlord to comply with the terms and conditions of this Section 5 and cause such interfering party to cease such interference to the extent such interference violates this Section 5. Landlord and Tenant agree that under no circumstances shall Landlord be liable for monetary damages under any dispute arising from this Section 5. In the event that Tenant brings an action against Landlord pursuant to this Section 5.3(ii), and it is determined that Tenant has misidentified the interfering party and/or provided Landlord with defective interference information, Tenant agrees to indemnify and hold Landlord harmless from any claims, demands, or causes of action arising from such misidentification and/or defective interference information, including reasonable attorneys' fees.

6. TERMINATION

6.1 By Tenant. In addition to any other rights to terminate this Agreement set forth herein, Tenant has the right to terminate this Agreement upon sixty (60) days prior written notice if:

- 6.1.1 Any certificate, permit, license or approval affecting Tenant's ability to use the Premises in the manner originally intended by Tenant is rejected despite Tenant's best efforts to obtain the same; or
- 6.1.2 If any previously issued certificate, permit, license or approval is canceled, expires, lapses, or is otherwise withdrawn or terminated by the applicable governmental agency through no fault of Tenant and despite Tenant's best efforts to maintain the same.

7. IMPROVEMENT AND CONSTRUCTION

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

- (i) Tenant's plans for installation or Material Alteration work and such other relevant information Landlord may reasonably request, including but not limited to working drawings, in order to approve Tenant's installation and alteration work; and
- (ii) The precise location of the Communications Facility and/or any Material Alteration on the Site.

A "Material Alteration" to the Communications Facility or the Premises is any modification which changes or alters the existing Communications Facility or the Premises; provided, however, that maintenance and minor repairs of the Communications Facility shall not be considered Material Modifications. Tenant must provide Landlord with plans including a written structural tower analysis report prepared by a licensed engineer reasonably acceptable to Landlord for any initial installation or replacement not less than thirty (30) days prior to the commencement of any work performed at the Premises in connection with the initial installation or replacement of the Communications Facility.

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

- (a) at Tenant's sole cost and expense;
- (b) in a good and workmanlike manner; and
- (c) must not adversely affect the structural integrity or maintenance or marketability of the Site or any structure on the Site.

7.1.3 Any structural alterations to a structure on the Site must be designed by a licensed structural engineer at Tenant's sole cost and expense and pre-approved in writing by Landlord, which approval will not be unreasonably withheld or delayed. For structural alterations on a Tower, such structural engineer must be pre-approved in writing by Landlord, which approval will not be unreasonably withheld or delayed. For structural alterations requiring a building permit, the structural engineer must be satisfactory to the local municipality. Tenant shall be responsible for the full cost of any structural alterations, antenna/cable relocation or similar work on the Tower which Landlord deems necessary to accommodate the installation and operation of the Communications Facility.

7.1.4 Landlord shall have the right to require that Tenant relocate the portion of Tenant's Communications Facility located within the shelter and shown on Exhibit "A" to another portion of the Site at any time during the Term of this Agreement upon not less than nine (9) months prior written notice to Tenant ("Relocation Notice"). Landlord and Tenant shall use reasonable, good faith efforts to relocate Tenant's Communications Facility to a mutually acceptable alternate location on the Site. Tenant shall be responsible for all costs associated with such relocation. If Tenant does not relocate the Communications Facility out of the shelter within the timeframe set forth in the Relocation Notice, then either Tenant or Landlord may terminate this Agreement upon thirty (30) days written notice to the other party.

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

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

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

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

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

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

Tenant is deemed to take possession as of the Commencement Date. Conducting tests and inspections on the Premises in accordance with Section 3 is not the commencement of construction or installation.

8. UTILITIES

Tenant shall, at Tenant's sole cost and expense, obtain separate electrical and telephone service from any utility company that currently provides such service to the Premises. Tenant must arrange for the installation of a separate meter and main breaker, subject to Landlord's right to pre-approve in writing the exact location of proposed utility routes and the manner of installation, which approval will not be unreasonably withheld or delayed. Tenant must pay for all utility services utilized by Tenant in the operation of the Communications Facility at the Site prior to delinquency.

In the event Tenant is unable to obtain separate electrical service, Tenant will install a digital submeter (the "Submeter") and usage will be read by Landlord. In addition to recurring Fee payments as stipulated in Section 4 of this Agreement, Tenant will pay Landlord, in advance, for power consumption at the Site, a monthly utility fee ("Utility Fee") in the amount set forth in **Exhibit E**. The Utility Fee payments will begin on the Commencement Date and continue to be due on the first day of each month thereafter, partial months to be prorated. Landlord may read the Submeter on an annual basis and annually reconcile actual consumption against the Utility Fee paid for that year. If the actual power consumption for the Site or the local public utility rates for that 12-month period produce a utility cost amount which is more than the Utility Fee paid by Tenant for that period, then Landlord may invoice Tenant for any difference between the two amounts. If the actual power consumption for the Site or the local public utility rates for that period produce a utility cost amount which is less than the Utility Fee paid by Tenant for that period, then Tenant may apply a credit against the next Utility Fee payment due for any difference between the two amounts.

9. ACCESS

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

9.1 General Limitations. Tenant acknowledges that the following access rights are subject to any limitations or restrictions recorded against the Property and/or the Premises, as well any limitations or restrictions on access imposed upon Landlord (and therefore upon Tenant) by the Ground Lease or any other instruments recorded against the Property, and to the matters to which the Ground Lease is subject and subordinate. Only authorized employees of Tenant and contractors pre-approved in writing by Landlord may access the Site and Premises, Landlord's approval shall not to be unreasonably withheld or delayed. Under no circumstances may Tenant or anyone acting by or on behalf of Tenant access the Tower without the prior written approval of Landlord. Landlord's approval shall not be unreasonably withheld or delayed.

Landlord shall have the right to enter the Premises at any time in the event of any emergency and at all reasonable times following notice to Tenant for the purposes of: (i) inspecting the Premises to ensure compliance with the terms and conditions of this Agreement; (ii) making any repairs to the Site and performing any Site work as may be necessary in Landlord's reasonable judgment; and (iii) exhibiting the Site for the purpose of sale, lease, sublease, license, ground lease or financing.

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

9.3 Emergency. In the event of an emergency, Tenant is entitled to access the Premises twenty-four (24) hours per day, seven (7) days per week. For the purposes of this Section 9.3, an "emergency" is a situation or condition that poses an immediate threat to either life, human safety or is likely to result in significant property damage.

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

10. TAXES AND ASSESSMENTS

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

11. INSURANCE & INDEMNIFICATION

11.1 Insurance Requirements. Tenant, at Tenant's own expense throughout the Term of this agreement, as extended, shall comply with the insurance requirements referenced herein. In the event that Tenant is self-insured in any or all of the aforementioned insurance areas, a letter certifying that Tenant is lawfully self-insured shall be furnished upon request of the Landlord prior to execution of this Agreement, or during the term of the Agreement. The procuring of the policy or policies of insurance or certifications of self-insurance as required by this Section shall be construed to fulfill the indemnification provisions of this Agreement.

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

11.3 Indemnification. Tenant, during the term hereof, shall indemnify and hold harmless the Landlord from and against any and all claims and demands for injuries to persons or loss of life, or damage to property, occurring at the Property and arising out of the installation, operation, or maintenance of the Equipment on the Premises by the Tenant, excepting however, such claims and demands for injuries to persons or loss of life, or damage to property, to the extent caused by acts or omissions of the Landlord.

Landlord, during the term hereof, shall indemnify and hold harmless the Tenant 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 Landlord excepting however, such claims and demands for injuries to persons or loss of life, or damage to property, caused by the fault or negligence of the Tenant.

11.4 Minimum Scope of Insurance. Tenant shall procure and maintain for the duration of the contract self-insurance against claims for injuries to persons or damages which arise from, or are connected with connection with, the installation or operation of the equipment on the Premises.

Landlord shall maintain, at a minimum, the following types or coverage, or be validly self-insured for such coverages:

- 11.4.1. Commercial General Liability;
- 11.4.2. Workers Compensation and Employers Liability;
- 11.4.3. Automobile Liability

11.4.4. Property insurance against all risks of loss to any tenant improvement or betterment.

11.5 Insurance Provisions

11.5.1. Commercial General Liability and Automobile Liability Coverage(s)

The General and Automobile Liability policies shall be endorsed to contain, or the Tenant shall agree to provide comparable coverage under its self-insurance programs, the following provisions:

- a. The Landlord, is to be covered as additional insured as respects liability arising out the installation, operation, or maintenance of the Equipment on the Premises.
- b. Tenant's insurance coverage shall be primary insurance as respects Landlord, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by Landlord, its officers, employees, agents or contractors shall be in excess of Tenant's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies by Tenant shall not affect coverage provided Landlord, its officers, employees, agents, or contractors.
- d. Coverage shall state that Tenant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;
- e. The minimum limits of such coverage shall be \$1,000,000 per occurrence and in the aggregate;
- f. Tenant shall be responsible for the full amount of any deductibles or self-insured retentions, and Landlord shall not be called upon to satisfy such amounts in order to receive the benefits of the protection.

11.5.2 All Coverage(s)

Each insurance policy required by this Agreement, or the Landlord shall similarly agree to communicate under its self-insurance program, shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to Landlord.

11.6 Verification of Coverage. Tenant shall furnish Landlord with certificates of insurance and with endorsements affecting coverage required by this Agreement within ten (10) days of signing this agreement and again within ten (10) days of approval of the County's annual budget.

11.7. No Limitation on Liability. The provision of insurance required in this Agreement will not be construed to limit or otherwise affect the liability of Tenant to Landlord.

11.8 Release. Landlord and Tenant release each other, and their respective principals, employees, representatives and agents, from any claims for damage to the Communications Facility, Premises, the Site and any improvements thereon, that are caused by, or result from, risks insured against under any property insurance policies carried by the parties and in force at the time of any such damage and any risks which would be covered by such property insurance which such party is required to carry hereunder.

12. ASSIGNMENT/SUBLET

12.1 By Tenant.

12.1.1 Sublet. Tenant shall not have the right to sublet, license or otherwise allow the use of all or any portion of the Premises or the Communications Facility without the prior written consent of Landlord, which consent may be withheld or conditioned in Landlord's sole and absolute discretion.

12.1.2 Assignment. Tenant will not assign or transfer this Agreement without the prior written consent of Landlord, which consent will not be unreasonably withheld or delayed; provided, however, that Tenant will have the right, upon not less than thirty (30) days prior written notice to Landlord, to assign this Agreement to: (a) any entity controlling, controlled by or under common control with Tenant; (b) any entity acquiring substantially all of the assets of Tenant; (c) any successor entity in a merger or consolidation involving Tenant; or (d) another government entity that is a successor in interest to

the services performed by Tenant at the site. The assignment of this Agreement in accordance with the preceding sentence does not constitute a release of any liability that Tenant has for the performance of this Agreement and Tenant shall remain liable under the Agreement following any such assignment.

12.2 By Landlord. Landlord may make any sale, lease, sublease, license, assignment or transfer of this Agreement, provided such sale, lease, license, assignment or transfer is subject to the terms and conditions of this Agreement. Landlord may sell, lease, license, assign or transfer this Agreement, without notice to or consent of Tenant or any permitted assignee of Tenant. The sale, assignment or transfer of this Agreement automatically releases Landlord of any and all obligations under this Agreement which accrue on or after the date of such sale, assignment or transfer.

13. REPAIRS

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

Tenant must repair, at Tenant's sole cost and expense, any damage to the Site (including the Premises) caused by the act or omission of Tenant or Tenant's agents, employees customers, invitees, concessionaires, contractors, vendors, materialmen or suppliers.

If Tenant does not make such repairs within ten (10) days after receipt of written notice from Landlord requesting such repairs and such repairs are required, then Landlord may, at Landlord's option, make the repairs. Tenant must pay Landlord, within thirty (30) days of Tenant's receipt of Landlord's written demand, Landlord's reasonable, actual costs in making the repairs, plus Landlord's actual overhead.

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

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

13.2 Landlord's Obligation. Landlord must, at all times during the term of this Agreement and at Landlord's sole cost and expense, keep and maintain the Site and any Landlord-owned improvements located thereon, (specifically excluding the Communications Facility) in a structurally sound and safe condition.

14. CASUALTY OR CONDEMNATION

14.1 Casualty. If there is a casualty to the structure upon which the Communications Facility is located, Landlord will elect in its sole discretion to repair, rebuild or restore the Site or any part thereof and notify Tenant of its election within thirty (30) days of the date of the casualty. If Landlord elects not repair, restore or rebuild the Site, Landlord shall send to Tenant a notice of cancellation and the payments required under this Agreement shall terminate as of the date of such casualty. If Landlord elects to repair, rebuild or restore the Site, Tenant may, if permitted by the Ground Lease and subject to the prior written approval of Landlord, at Tenant's expense, including obtaining requisite approvals and permits, erect on the Premises or an unused portion of the Site a temporary mobile cell-on-wheels ("COW") while Landlord makes repairs to the Premises. Upon Landlord's completion of such repair or restoration, Tenant shall within thirty (30) days re-install the Communications Facility and remove the COW.

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

15. SURRENDER OF PREMISES; HOLDING OVER

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

If Tenant continues to hold any Premises after the termination of this Agreement, whether the termination occurs by lapse of time or otherwise, such holding over will, unless otherwise agreed to by Landlord in writing, constitute and be construed as a month-to-month tenancy terminable by either party upon thirty (30) days prior written notice at a monthly Fee equal to 150% of the Fee in effect immediately prior to the expiration or termination date of this Agreement and subject to all of the other terms set forth in this Agreement.

In the event that Tenant fails to remove the Communications Facility within ninety (90) days of the expiration or earlier termination of the lease or holdover tenancy (as applicable), Landlord may, at its option, either (i) remove and store the Communications Facility at Tenant's sole cost and expense, without being liable for any damage thereto; or (ii) deem the Communications Facility to be abandoned and Landlord may dispose of the Communications Facility in Landlord's discretion at Tenant's sole cost and expense.

16. DEFAULT AND REMEDIES

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

- 16.1.1 if Tenant fails to pay any Fee or other sums payable by Tenant for the Premises when due and such failure continues for ten (10) days after receipt of written notice from Landlord;
- 16.1.2 if Tenant fails to perform or observe any other term, representation, warranty or agreement of this Agreement, including terms and conditions applicable thereto contained in this Agreement, and such failure continues for more than thirty (30) days after receipt of written notice from Landlord; except such thirty (30) day cure period will be extended as reasonably necessary to permit Tenant to complete cure but in no event longer than a total of sixty (60) days so long as Tenant commences cure within such thirty (30) day cure period and thereafter continuously and diligently pursues and completes such cure;
- 16.1.3 if any petition is filed by or against Tenant, under any section or chapter of the present or any future federal Bankruptcy Code or under any similar law or statute of the United States or any state thereof (and with respect to any petition filed against Tenant, such petition is not dismissed within ninety (90) days after the filing thereof), or Tenant is adjudged bankrupt or insolvent in proceedings filed under any section or chapter of the present or any future federal Bankruptcy Code or under any similar law or statute of the United States or any state thereof;
- 16.1.4 if a receiver, custodian, or trustee is appointed for Tenant or for any of the assets of Tenant and such appointment is not vacated within sixty (60) days of the date of the appointment; or
- 16.1.5 if Tenant becomes insolvent or makes a transfer in fraud of creditors; or
- 16.1.6 if Tenant's equipment is found to be interfering as described in Section 5.1 and such interference does not cease within the time frames set forth in Section 5.1; or

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

- 16.2.1 the actual costs of recovering the Premises;
- 16.2.2 the Fee earned as of the date of termination, plus interest thereon at the Past Due Interest Rate from the date due until paid;
- 16.2.3 the amount of the Fee and other benefits that Landlord would have received under this Agreement for the remainder of the then current Initial Term or Renewal Term under this Agreement after the time of award, offset by Landlord's duty to mitigate damages pursuant to Section 17.5; and
- 16.2.4 all other sums of money and damages owing by Tenant to Landlord.

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

- 16.3.1 if Landlord fails to perform or observe any other term, representation, warranty or agreement of this Agreement, including terms and conditions applicable thereto contained in this Agreement, and such failure continues for more than thirty (30) days after receipt of written notice from Tenant; except such thirty (30) day cure period will be extended as reasonably necessary to permit Landlord to complete the cure so long as Landlord commences cure within such thirty (30) day cure period and thereafter continuously and diligently pursues and completes such cure;
- 16.3.2 if any petition is filed by or against Landlord, under any section or chapter of the present or any future federal Bankruptcy Code or under any similar law or statute of the United States or any state thereof (and with respect to any petition filed against Landlord, such petition is not dismissed within ninety (90) days after the filing thereof), or Landlord is adjudged bankrupt or insolvent in proceedings filed under any section or chapter of the present or any future federal Bankruptcy Code or under any similar law or statute of the United States or any state thereof;
- 16.3.3 if a receiver, custodian, or trustee is appointed for Landlord or for any of the assets of Landlord and such appointment is not vacated within ninety (90) days of the date of the appointment; or
- 16.3.4 if Landlord becomes insolvent or makes a transfer in fraud of creditors.

16.4 Tenant's Remedies. If an event of default occurs, while Landlord remains in default, Tenant (without notice or demand except as expressly required above) may, in addition to any other remedy available at law or in equity, terminate this Agreement.

16.5 Duty to Mitigate Damages. Tenant and Landlord must endeavor in good faith to mitigate damages arising under this Agreement. It is understood that any economic benefit derived by Landlord from Landlord's use (as opposed to a third party's use) of the Premises or any portion thereof will not offset or otherwise mitigate the Fee obligations under this Agreement.

17. COVENANT OF QUIET ENJOYMENT

Landlord covenants that, subject to the terms of the Ground Lease, Tenant, provided that Tenant is not in default of the Agreement, will have, hold and enjoy the Premises leased under this Agreement during the term of this Agreement or any renewal or extension thereof.

18. COVENANTS AND WARRANTIES

18.1 Landlord. Landlord represents, with respect to this Agreement that Landlord has a good and marketable leasehold interest or has a valid license or easement in the Property on which the Site and Premises are located and has rights of access thereto pursuant to the Ground Lease;

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

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

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

18.2.3 that such party is a duly organized and existing corporation, limited liability company or partnership (as applicable);

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

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

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

19. ENVIRONMENTAL MATTERS

Landlord represents that to the best of Landlord's actual knowledge without having conducted any investigation there are no Environmental Hazards on the Site. Landlord will not introduce or cause any Environmental Hazards on the Site in violation of any applicable law.

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

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

Tenant will hold Landlord harmless and indemnify Landlord from any and all duties, responsibility and liability at its sole cost and expenses, for all losses, costs (including environmental cleanup, remedial, removal

and/or response costs), or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding under federal, state and local law which is in any way related to: (a) Tenant's failure to comply with any environmental law, including without limitation, any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental concerns or conditions as may now or at any time hereafter be in effect at the Premises or Site and (b) any contamination of the Premises or Site or contaminants migrating therefrom, including but not limited to, groundwater, resulting from the presence of hazardous substances, as defined at 42 U.S.C. Section 9601(14), and/or any other substance injurious to the environment or public health and welfare, that are or were in any way related to Tenant's activity now or in the future conducted in, on or in any way related to the Tenant's use of the Premises or Site.

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

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

20. SUBORDINATION

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

20.2 This Agreement is subject and subordinate to any restrictions or other terms or conditions contained in the underlying Ground Lease, attached hereto as Exhibit F, or recorded against the Property, and to the matters to which the Ground Lease is or shall be subject and subordinate. Tenant agrees to commit no act or omission which would constitute a default under the Ground Lease that Landlord has provided a copy of to Tenant. Nothing contained in this Agreement shall be construed to create privity of estate or of contract between Tenant and landlord under the Ground Lease ("Prime Lessor").

Upon the expiration or termination of the underlying Ground Lease, this Agreement automatically terminates without further liability to either party except for such liabilities as are specified in this Agreement survive expiration or termination of the Agreement. Tenant acknowledges and agrees that Landlord's underlying Ground Lease may grant to the Prime Lessor the right to terminate such underlying Ground Lease on the Site, and that in the event of such a termination, this Agreement will terminate concurrently herewith. Tenant acknowledges and agrees that Landlord is not obligated to exercise any renewal options under the Ground Lease.

If the Ground Lease requires that the Prime Lessor must consent to or approve of this Agreement, then this Agreement will not be effective until the approval or consent is obtained in writing. A copy of the Prime Lessor's consent, if required, is attached hereto as Exhibit "H" and made a part hereof.

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

21. MEMORANDUM OF SUBLEASE

Unless prohibited under the Ground Lease, each party, at the request of the other, will sign a Memorandum of Sublease, Attached hereto as Exhibit "G", which may be recorded in the applicable land records. Upon

termination of this Agreement for any reason, Tenant will, at Landlord's request and at Tenant's sole cost and expense, record a release and notice of termination.

22. GENERAL PROVISIONS

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

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

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

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

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

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

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

Landlord: Sprint Property Services
6391 Sprint Parkway
Mailstop KSOPHT0101-Z2650
Overland Park, KS 66251-2650
Attn: National Collocation Support Team
Site# SF25XC811-04

With a copy to: Sprint Law Department
6391 Sprint Parkway
Mailstop KSOPHT0101-Z2020
Overland Park, KS 66251-2020
ATTN: Real Estate Attorney
Site# SF25XC811-04

Tenant: **County of Monterey**
Emergency Communications Department
Attn: Director
1322 Natividad Road
Salinas, CA 93906

With a copy to: **County of Monterey**
RMA

Any such notice is deemed received on the date of receipt (or on the date receipt is attempted or refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or such courier service. Landlord or Tenant may from time to time designate any other address for this purpose by written notice to the other party.

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

22.8 INTENTIONALLY OMITTED

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

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

23. NON-DISCLOSURE

The parties agree that without the express written consent of the other party, neither party will reveal, disclose or promulgate to any third party the terms contained in this Agreement or any Exhibit to it, except to the Marina Coast Water District or its successor, or such third party's auditor, accountant, or attorney or to a governmental agency if required by regulation, subpoena or governmental order to do so, or if required by law. In addition, either party disclose the terms contained in this Agreement or any Exhibit to it to its affiliated entities, agents, contractors and representatives, if those affiliates, agents, contractors and representatives have a need-to-know and an obligation to protect the information that is at least as restrictive as this Agreement.

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

**Sprint Spectrum Realty Company, L.P.,
a Delaware limited partnership**

County of Monterey

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT "A"

PROPERTY

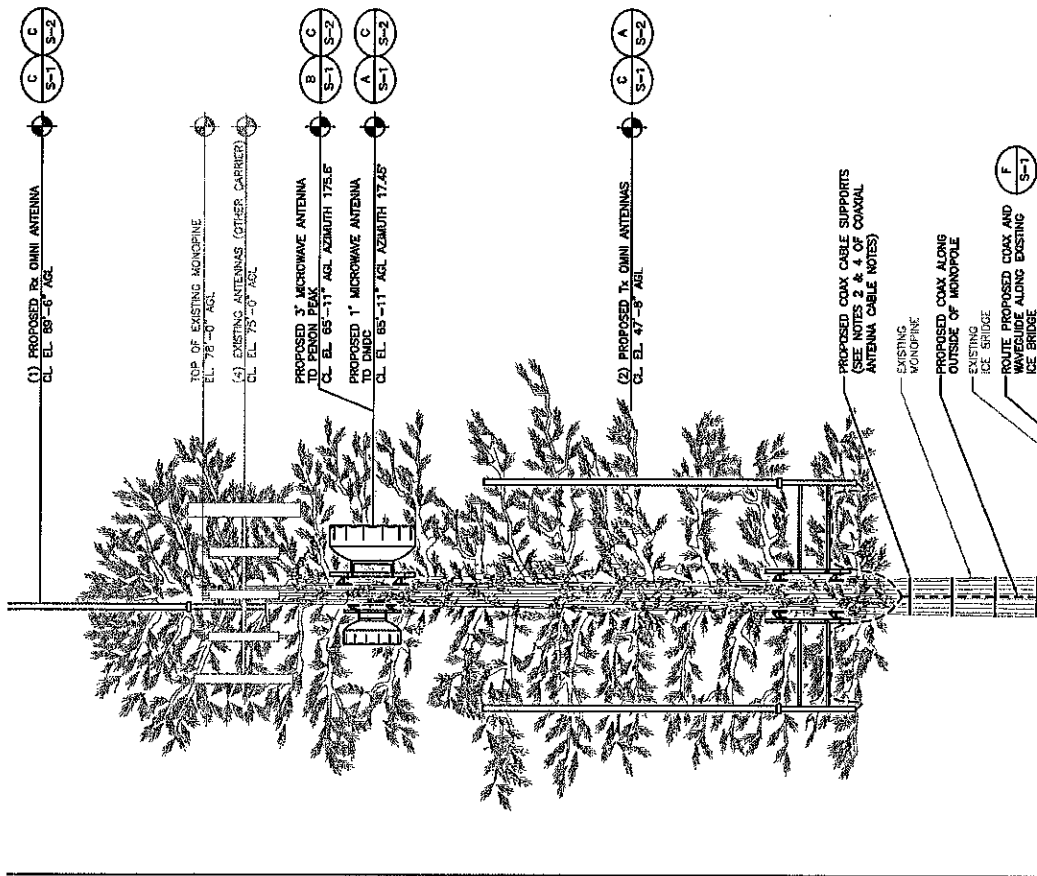
Legal Description:

The area shown on the Record of Survey map filed on September 7, 1994, in Volume 19 of Surveys at page 1, Monterey County Records, and designated as 'FORT ORD MILITARY RESERVATION, PARCEL 1 AND PARCEL 2'. Commonly known as Water Tank "E".

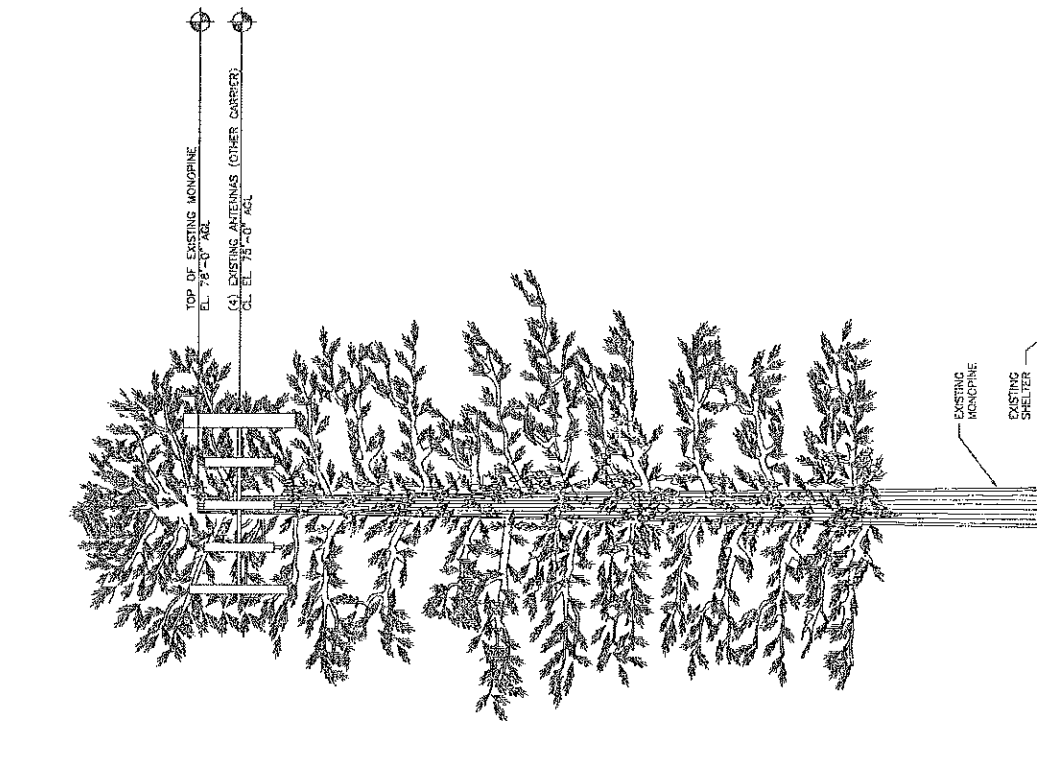
EXHIBIT "B"

PREMISES

[See attached drawing]



- COAXIAL ANTENNA**
1. THE ANTENNA COAX SHALL BE RESPONSIBLE FOR SUPPLYING HARRIS CABLES WHICH WILL BE PROVIDED WITH THE FOLLOWING PARAMETERS OUTLINE CORPORATION. THIS IS FINAL ACCEPTANCE 0
 2. ALL COAXIAL CABLE DESIGNED SUPPORT NOT TO EXCEED 4'-1"
 3. UPON COMPLETION, A VERIFICATION REPORT OF ANTENNA AND AN
 4. CONTRACTOR SHALL SUPPORT RACKETS, SUPPORTS AND SNAG P/N 125S-A, 76SS- (DEPENDENT ON CBI EQUIVALENT FOR EXT
- ANTENNA MOUNTING**
1. ALL STEEL MATERIALS AFTER FABRICATION 1 A123 ZINC (HOT-DIP ON IRON AND STEEL OTHERWISE NOTED.
 2. ALL BOLTS, ANCHORS HARDWARE SHALL BE ACCORDANCE WITH A GALVANIZED COATING UNLESS OTHERWISE NOTED.
 3. DAMAGED GALVANIZED HARDWARE SHALL BE REPAIRED BY COLD ACCORDANCE WITH A PER MANUFACTURERS
 4. ALL ANTENNA MOUNT PER MANUFACTURERS
 5. PROPOSED 2x OMNI ANTENNAS SHALL BE PROPOSED FOR ANTEN





RF COMMUNICATIONS DIVISION
 2000 WEST 10TH AVENUE
 SUITE 200
 DENVER, CO 80202
 (303) 733-3377



BLACK & VEATCH

8800 W 110TH ST, SUITE 2292
 OVERLAND PARK, KS 66211
 (913) 496-2000

PROJECT NO: 170863
 DRAWN BY: VFC
 CHECKED BY: AGS

REV	DATE	DESCRIPTION
B	07/29/14	ISSUED FOR PERMITS
A	07/29/14	ISSUED FOR PERMITS

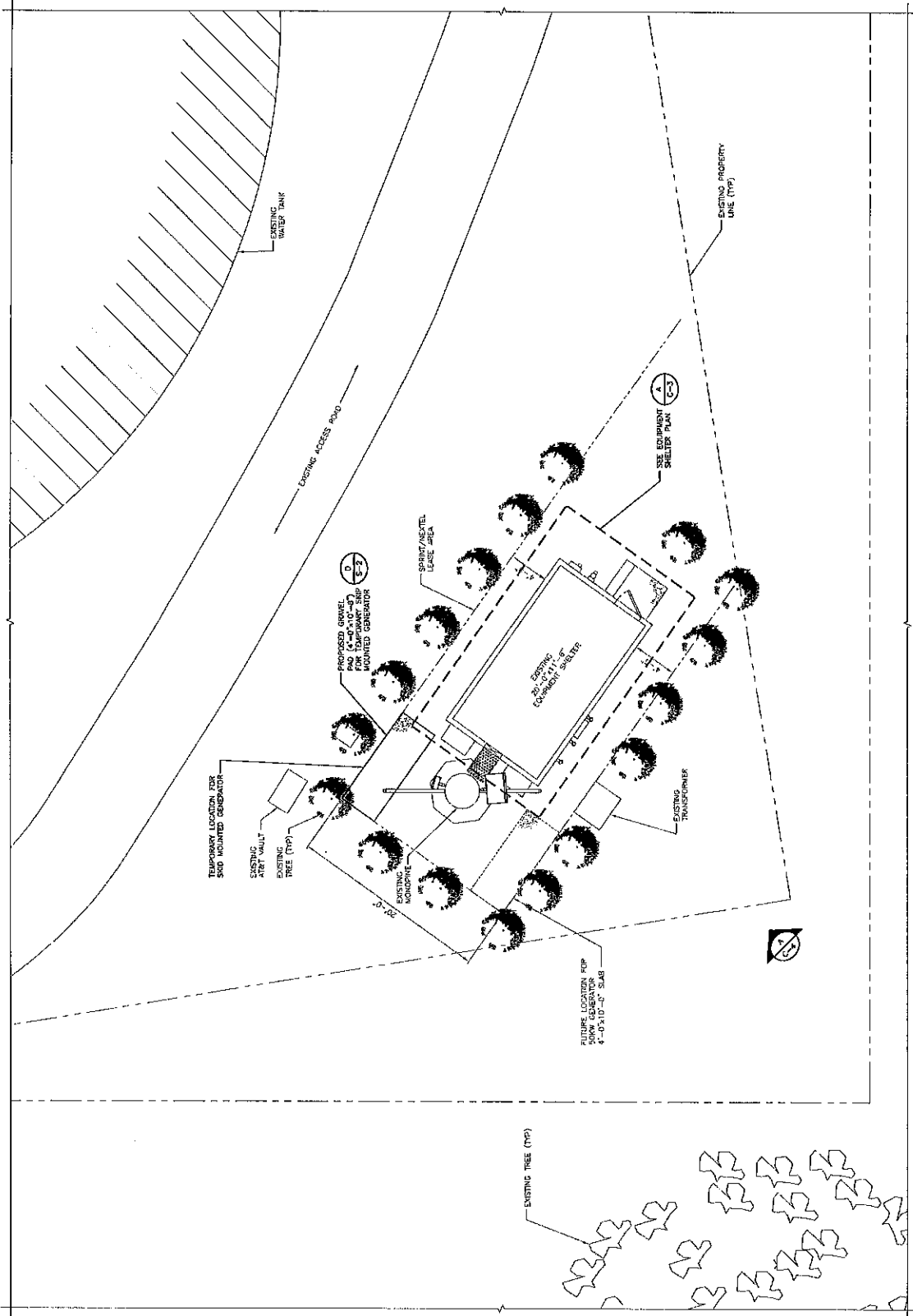
NOT TO BE USED
 FOR CONSTRUCTION

IT IS A VIOLATION OF LAW FOR ANY PERSON
 UNLESS THEY ARE A LICENSED PROFESSIONAL
 ENGINEER TO ALTER THIS DOCUMENT.

MARINA COAST WATER
 MONTEREY COUNTY
 4801 PARKER FLATS CUTOFF
 SEASIDE, CA 95933

SHEET TITLE
 SITE PLAN

SHEET NUMBER
 C-2



11x17 SCALE: 1" = 10' 22x34 SCALE: 1" = 5' A

SITE PLAN



EXHIBIT "C"

COMMUNICATIONS FACILITY

**Antenna to be Installed on Tower
(See Attached)**

Number of Antennas: (2) dB Spectra DS1F06F-36U-D omni Transmit (TX) antennas @ 47.65'

Weight and Height of Antenna(s): 262.8" x 0" x 3" / 80 lbs.

Number of Antennas: (1) dB Spectra DS1F06F-36U-D omni Receive (RX) antenna @ 89.52'

Weight and Height of Antenna(s): 262.8" x 0" x 3" / 80 lbs.

Number of Antennas: (1) SB1-220AMPT microwave dish antenna with ALU interface @ 65.94'

Weight and Height of Antenna(s): 0" x 0" x 12" / 13 lbs.

Number of Antennas: (1) RFS SUX3-107BFC microwave dish antenna @ 65.94'

Weight and Height of Antenna(s): 0" x 0" x 36" / 23 lbs.

Transmission Line Quantity, Mfr. And Type No.: RFS for 7/8" coax

Diameter and Length of Transmission Line:

(1) 7/8" coax (length 100')

(2) 7/8" coax (length 95')

(2) 1/2" coax (length 30') for shelter mounted GPS antennas

(2) CAT5e (length 85')

(1) Elliptical Waveguide @ 65.94'

E-60 (2.2" x 1.3") or E105 (1.3" x 0.8")

Direction of Radiation: 360 for omni antennas, 18.8 for 1' dish, 175.6 for 3' dish

Frequency: 138 to 174 MHz VHF for omni antennas, 23 GHz and 11.2 GHz for microwaves

Rated Power: 100 watts for Transmit (Tx) omni antennas, 0 watts for Receive (Rx) omni antenna, and 5 watts for microwave dish antennas

Transmitter Equipment on Building Exterior, If Applicable

Manufacturer: Shelter Mounted GPS: (2) SPECTRACOM (shelter mounted)

Model Number: 8225

Weight and Height of Antenna(s): 26" x 3.5" x 0" / 0.43 lbs.

Power Output (WATTS): 0 Watts

Ground Space: Space within the Sprint shelter plus a 10' 8" x 4' space adjacent to the telecommunications equipment shelter for the generator and fuel storage tank

EXHIBIT "D"

ENTRY AND TESTING AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 20__, by and between **Sprint Spectrum Realty Company, L.P., a Delaware limited partnership**, ("Sprint") as successor-in-interest to Sprint Spectrum L.P., a Delaware limited partnership, as successor-in-interest to Nextel of California, Inc., a Delaware corporation, and **the County of Monterey, a political subdivision of the State of California** ("Tenant"), concerning the following described property leased by Sprint:

corner of **Parker Flats Cut-Off Road and Eucalyptus Road, Seaside, CA 93955** ("Site").

A. Tenant has an interest in subleasing a portion of the Site for use as an antenna site for the receipt and transmission of wireless communications signals only; and

B. In order for Tenant to determine the viability and feasibility of the Site as an antenna site, it is necessary for employees, agents or Sprint approved independent contractors of Tenant to enter upon and inspect the Site and/or temporarily locate communications equipment on the Site to conduct short term radio propagation tests, and to make application with local, state and federal governmental entities for approval of the Site as an antenna site; and

C. Sprint and Tenant desire to provide for the entry upon, inspection and/or testing activities and applications concerning the Site pursuant to the terms contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, undertakings, and other consideration set forth in this Agreement, Sprint and Tenant agree as follows:

1. Consent. Sprint consents and agrees that, subject to any restrictions contained in the Communications Site Lease Agreement (Tower) dated August 5, 1999 between Sprint and Marina Coast Water District, a California Water District, a copy of which is attached hereto ("Ground Lease"), Tenant, its employees, authorized agents and Sprint approved independent contractors ("Authorized Parties") may enter upon the Site to conduct and perform some or all of the following non-invasive activities ("Permitted Activities"): surveys, Phase I environmental audits, boundary surveys and radio propagation studies. Tenant agrees to be responsible for any and all costs related to the Permitted Activities, including temporary installation on and operation and removal of equipment on the Site.

2. Access. Sprint agrees that subject to all restrictions contained in the Ground Lease, the Authorized Parties may enter upon the Site to perform the Permitted Activities upon execution of this Agreement and may have access to the Site for up to thirty (30) days.

3. Removal of Property. Tenant agrees that it will, upon the conclusion of the term of this Agreement, remove any and all equipment installed on the Site as a part of the Permitted Activities, repair any and all damage to the Site that might have been caused in connection with any of the Permitted Activities, and will return the Site to the condition it was in before Tenant's entry onto the Site. In the event any equipment installed on the Site by Tenant is not timely removed, Sprint will have the absolute right without notice to remove such equipment at Tenant's sole cost and expense.

4. Indemnity. Tenant agrees to indemnify, save harmless, and defend Sprint, its directors, officers, employees from and against any and all claims, actions, damages, liability and expense in connection with personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Site caused by the act or omission of the Authorized Parties. Tenant will be liable for the payment of any and all court costs, expenses of litigation, reasonable attorneys' fees and any judgment that may be entered therein.

5. Insurance. Tenant must during the term of this Agreement and at Tenant's sole cost and expense, obtain and maintain not less than the following insurance, which may be in the form of legally appropriate self-insurance:

5.1 Property insurance, including coverage for fire, extended coverage, vandalism and malicious mischief upon all Tenant's personal property located on the Site in an amount of not less than 90% of the full replacement cost;

5.2 Commercial General Liability written on an occurrence basis insuring operations hazards, independent contractor, hazard, contractual liability with limits of not less than \$2,000,000 combined single limit for each occurrence for bodily injury, personal injury, death and property damage liability naming Sprint as an additional insured;

5.3 Statutory Worker's Compensation and Employer's Liability insurance; and

5.4 Automobile Liability insurance in an amount not less than \$2,000,000 combined single limit for bodily injury, death and property damage. Insurance will include coverage for all vehicles including hired and non-owned.

5.5 All insurance policies must be taken out with reputable insurance companies that are licensed to conduct business in the jurisdiction where the Site is located and all insurers must be rated A-VIII or better. Prior to entering the Site Tenant must deliver to Sprint certificates of insurance representing the required coverages and must contain an endorsement that there will be no cancellation or termination of the insurance coverage without at least 30 days prior written notice to Sprint.

6. Governing Law. The parties agree that the interpretation and construction of this Agreement will be governed by the laws of the state of in which the Site is located, without regard to such state's conflict of law provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**Sprint Spectrum Realty Company, L.P.,
a Delaware limited partnership**

County of Monterey

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT "E"

Fee Schedule

	Monthly Fee
Monthly Fee	<p>Configuration:</p> <ul style="list-style-type: none">(2) dB Spectra DS1F06F-36U-D omni antennas at 47.65' ACL(1) dB Spectra DS1F06F-36U-D omni antennas at 89.52' ACL(1) SB1-220AMPT microwave dish antenna at 65.94' ACL(1) RFS SUX3-107BFC microwave dish antenna at 65.94' ACL(2) Exterior of shelter mounted SPECTRACOM 8225 GPS antennas(3) 7/8" coax(2) CAT5e(1) Elliptical Waveguide E-60 or E-105(2) 1/2" coax for shelter mounted GPS antennas <p>Ground Space: Space within the Sprint shelter plus a 10' 8" x 4' space adjacent to the telecommunications equipment shelter for the generator and fuel storage tank</p> <p>Monthly Fee Payable to Landlord: \$2500.00</p>
Prime Lessor's Share of Monthly Fee	<p>MCWD has agreed to waive Landlord's obligation to pay MCWD any additional rent described in Ground Lease as a condition of MCWD's consent to this Agreement. See Exhibit H.</p>
Monthly Utility Fee	<p>Monthly Fee Payable to Landlord: \$200.00 (See Section 8 above)</p>

All payments are to be identified with the Landlord Site Number (**SF25XC811-04**) and are to be delivered via US Postal Service to the following address:

Sprint Towers BU 88
PO Box 876783
Kansas City, MO 64187-6783

EXHIBIT "F"

Ground Lease

(See Attached)

COMMUNICATIONS SITE LEASE AGREEMENT (TOWER)

This Communications Site Lease Agreement ("Agreement") is entered into this 5 day of August 1999, between NEXTEL OF CALIFORNIA, INC., a Delaware Corporation, d/b/a Nextel Communications, ("Lessee"), and MARINA COAST WATER DISTRICT, a California Water District ("Lessor").

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Premises.** Lessor is the owner of a parcel of land (the "Land") and a water tower (the "Tower") located in the City of Marina, County of Monterey, State of California, more commonly known as Welsh Ridge Water Tank "B" (the Tower and Land are collectively, the "Property"). The Land is more particularly described in Exhibit A annexed hereto. Lessor hereby leases to Lessee and Lessee leases from Lessor, approximately one hundred seventy five (175) square feet of the Land and additional space on the Tower and all access and utility easements (collectively, the "Premises"), as described in Exhibit B annexed hereto.

2. **Use.** The Premises may be used by Lessee for any activity in connection with the provision of communications services. Lessor agrees to cooperate with Lessee, at Lessee's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises.

3. **Tests and Construction.** Lessee shall have the right at any time following the full execution of this Agreement to enter upon the Property for the purpose of making appropriate engineering and boundary surveys, inspections, soil test borings, other reasonably necessary tests and constructing the Lessee Facilities (as defined in Paragraph 6(a) below). Upon Lessee's request, Lessor agrees to provide promptly to Lessee copies of all plans, specifications, surveys and tower maps for the Land and Tower. The tower map shall include the elevation of all antennas on the Tower and the frequencies upon which each operates.

4. **Term.** The term of this Agreement shall be five (5) years commencing on the date Lessee begins construction of the Lessee Facilities or twelve (12) months following full execution of this Agreement, whichever first occurs ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date (the "Term") unless otherwise terminated as provided in Paragraph 10. Lessee shall have the right to extend the Term for five (5) successive five (5) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Lessee notifies Lessor of its intention not to renew prior to commencement of the succeeding Renewal Term.

5. **Rent.**

(a) Within fifteen (15) business days following the Commencement Date and on the first day of each month thereafter, Lessee shall pay to Lessor as rent per month ("Rent"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to Lessor at 11 Reservation Road, Marina, CA 93933; Attention: Jim Dowless.

(b) On each anniversary of the Commencement Date, Lessee shall pay the then current Rent, increased by

of the Rent in effect during the

(c) Within fifteen (15) business days following the Commencement Date as additional consideration for Lessor entering into this Agreement, Lessee shall pay to Lessor the sum of

as payment to allow Lessor to modify its currently existing SCADA metering system so that the Lessee Facilities do not cause any adverse interference thereto.

6. **Facilities; Utilities; Access.**

(a) Lessee has the right to erect, maintain and operate on the Premises radio communications facilities, including without limitation utility lines, transmission lines, air conditioned equipment shelter(s), electronic equipment, radio transmitting and receiving antennas and supporting equipment and structures thereto ("Lessee Facilities"). In connection therewith, Lessee has the right to do all work necessary to prepare, maintain and alter the Premises for Lessee's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Title to the Lessee Facilities shall be held by Lessee. All of Lessee Facilities shall remain Lessee's personal property and are not fixtures. Lessee has the right to remove all Lessee Facilities at its sole expense on or before the expiration or earlier termination of the Agreement; provided Lessee repairs any damage to the Premises caused by such removal.

(b) Lessee shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Lessee shall have the right to draw electricity and other utilities from the existing utilities on the Property or obtain separate utility service from any utility company that will provide service to the Property (including a standby power generator for Lessee's exclusive use). Lessor agrees to sign such documents or easements as may be required by said utility companies to provide such service to the Premises, including the grant to Lessee or to the servicing utility company at no cost to the Lessee, of an easement in, over across or through the Land as required by such servicing utility company to provide utility services as provided herein.

(c) Lessee, Lessee's employees, agents, subcontractors, lenders and invitees shall have access to the Premises without notice to Lessor twenty-four (24) hours a day, seven (7) days a week, at no charge. Lessor grants to Lessee, and its agents, employees, contractors, guests and invitees, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across that portion of the Land described in Exhibit B.



(d) Lessor shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Lessor shall be responsible for maintaining and repairing such roadway, at its sole expense, except for any damage caused by Lessee's use of such roadways.

8. Interference.

(a) Lessee shall operate the Lessee Facilities in a manner that will not cause interference to Lessor and other lessees or licensees of the Property, provided that their installations predate that of the Lessee Facilities. All operations by Lessee shall be in compliance with all Federal Communications Commission ("FCC") requirements. Lessee acknowledges that Lessor's primary purpose is to provide utility service to the public from the Property and that Lessor utilizes a wireless SCADA system for monitoring utility activity of its customers. In conjunction therewith, Lessee agrees to not in anyway interfere electronically or otherwise with Lessor's use and operation of the SCADA system. The parties hereto agree that as of the Commencement Date the Lessee Facilities do not cause interference to the SCADA system.

(b) Subsequent to the installation of the Lessee Facilities, Lessor shall not permit itself, its lessees or licensees to install new equipment on the Property or property contiguous thereto owned or controlled by Lessor, if such equipment is likely to cause interference with Lessee's operations. Such interference shall be deemed a material breach by Lessor. In the event interference occurs, Lessor agrees to take all action necessary to eliminate such interference, in a reasonable time period. In the event Lessor fails to comply with this paragraph, Lessee may terminate this Agreement, and/or pursue any other remedies available under this Agreement, at law, and/or at equity.

8. Taxes. If personal property taxes are assessed, Lessee shall pay any portion of such taxes directly attributable to the Lessee Facilities. Lessor shall pay all real property taxes, assessments and deferred taxes on the Property.

9. Waiver of Lessor's Lien.

(a) Lessor waives any lien rights it may have concerning the Lessee Facilities which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time without Lessor's consent.

(b) Lessor acknowledges that Lessee has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Lessee Facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Lessor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

10. Termination. This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) days from receipt of notice; or (ii) by Lessee for any reason or for no reason, provided Lessee delivers written notice of early termination to Lessor no later than thirty (30) days prior to the Commencement Date; or (iii) by Lessee if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of Lessee Facilities; or (iv) by Lessee if Lessee is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (v) by Lessee if Lessee determines that the Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference.

11. Destruction or Condemnation. If the Premises or Lessee Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Lessee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Lessor no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Lessee chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

12. Insurance. Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on the Lessee Facilities, bodily injury and property damage insurance with a combined single limit of at least _____ per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Premises, all as provided for herein. Lessor, at Lessor's sole cost and expense, shall procure and maintain on the Property, bodily injury and property damage insurance with a combined single limit of at least _____ per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessor, its employees and agents arising out of or in connection with Lessor's use, occupancy and maintenance of the Property. Each party shall be named as an additional insured on the other's policy. Each party shall provide to the other a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days of the Commencement Date.

13. Waiver of Subrogation. Lessor and Lessee release each other and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the Premises or to the Lessee Facilities thereon caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Lessor and Lessee shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither Lessor nor Lessee shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by Paragraph 12.

14. Assignment and Subletting. Lessee may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of Lessor; provided, however, that Lessee may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets, subject to any financing entity's interest, if any, in this Agreement as set forth in Paragraph 9 above. Lessor may assign this Agreement upon written notice to Lessee, subject to the assignee assuming all of Lessor's obligations herein, including but not limited to, those set forth in



Paragraph 9 above. Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

15. **Warranty of Title and Quiet Enjoyment.** Lessor warrants that: (i) Lessor owns the Property in fee simple and has rights of access thereto and the Property is free and clear of all liens, encumbrances and restrictions; (ii) Lessor has full right to make and perform this Agreement; and (iii) Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Premises. Lessor agrees to indemnify and hold harmless Lessee from any and all claims on Lessee's leasehold interest.

16. **Repairs.** Lessee shall not be required to make any repairs to the Premises or Property unless such repairs shall be necessitated by reason of the default or neglect of Lessee. Except as set forth in Paragraph 6(a) above, upon expiration or termination hereof, Lessee shall restore the Premises to the condition in which it existed upon execution hereof, reasonable wear and tear and loss by casualty or other causes beyond Lessee's control excepted.

17. **Hazardous Substances.** Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Lessor represents, warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within the Land in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Lessor and Lessee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Land is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Agreement.

18. **Liability and Indemnity.** Lessee shall indemnify and hold Lessor harmless from all claims (including attorneys' fees, costs and expenses of defending against such claims) arising from the negligence or willful misconduct of Lessee or Lessee's agents or employees in or about the Property. Lessor shall indemnify and hold Lessee harmless from all claims (including attorneys' fees, costs and expenses of defending against such claims) arising or alleged to arise from the acts or omissions of Lessor or Lessor's agents, employees, licensees, invitees, contractors or other tenants occurring in or about the Property. The duties described in Paragraph 18 survive termination of this Agreement.

19. **Miscellaneous.**

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) 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 valid and enforceable to the fullest extent permitted by law.

(c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(d) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Lessor: Marina Coast Water District
11 Reservation Road
Marina, CA 93933
Attn: Jim Dowless, General Manager

Lessee: Nextel of California, Inc.
475 14th Street, Suite 200
Oakland, CA 94612
Attn.: Property Manager

With a copy to: Nextel Communications, Inc.
2001 Edmund Halley Drive
Reston, VA 20191-3436
Attn.: Legal Dept., Contracts Manager

Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

(e) This Agreement shall be governed by the laws of the State of California.

(f) Lessor acknowledges that a Memorandum of Agreement in the form annexed hereto as Exhibit C will be recorded by Lessee in the official records of the County where the Property is located. In the event the Property is encumbered by a mortgage or deed of trust, Lessor agrees to obtain and furnish to Lessee a non-disturbance and attornment instrument for each such mortgage or deed of trust.

(g) Lessee may obtain title insurance on its interest in the Premises. Lessor shall cooperate by executing documentation required by the title insurance company.



(h) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

(i) All Riders and Exhibits annexed hereto form material parts of this Agreement.

(j) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

20. Tower Marking and Lighting Requirements. Lessor acknowledges that it, and not Lessee, shall be responsible for compliance with all Tower marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC. Lessor shall indemnify and hold Lessee harmless from any fines or other liabilities caused by Lessor's failure to comply with such requirements. Should Lessee be cited by either the FCC or FAA because the Tower is not in compliance and, should Lessor fail to cure the conditions of noncompliance within the time frame allowed by the citing agency, Lessee may either terminate this Agreement immediately on notice to Lessor or proceed to cure the conditions of noncompliance at Lessor's expense, which amounts may be deducted from the Rent.

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

LESSOR:
MARINA COAST WATER DISTRICT,
a California Water District

LESSEE:
NEXTEL OF CALIFORNIA, INC.,
a Delaware corporation,

By: [Signature]

By: [Signature]

Date: 7/29/99

Date: _____

Title: Gen MGR

Title: Mark B. Nelson
Vice President of Engineering & Operations

Tax ID#: _____

MARK NELSON

AUG 05 1999

**VICE PRESIDENT OF ENGINEERING
NEXTEL OF CALIFORNIA, INC.**



EXHIBIT A
DESCRIPTION OF LAND

to the Agreement dated August 5, 1999, by and between MARINA COAST WATER DISTRICT, a California Water District as Lessor, and NEXTEL OF CALIFORNIA, INC., a Delaware corporation, d/b/a Nextel Communications, as Lessee.

The Land is described and/or depicted as follows (metes and bounds):

APN: N/A

The area shown on the Record of Survey map filed on September 7, 1994, in Volume 19 of Surveys at page 1, Monterey County Records, and designated as 'FORT ORD MILITARY RESERVATION, PARCEL 1 AND PARCEL 2'. Commonly known as Water Tank "E".

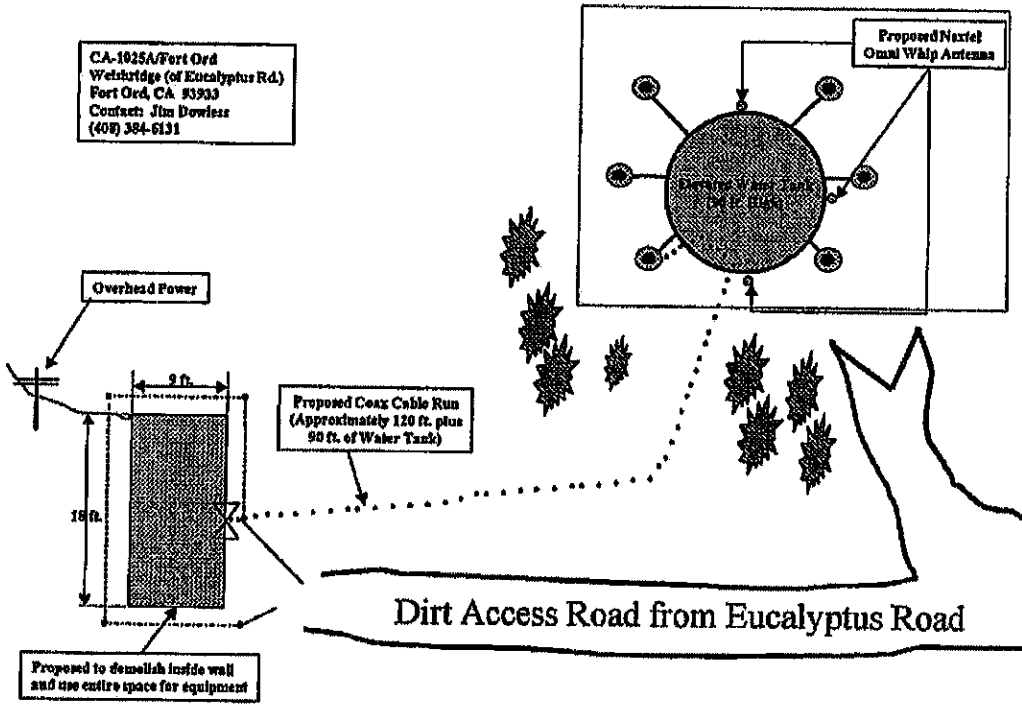
INITIALS
<i>[Signature]</i>
MBN



EXHIBIT B
DESCRIPTION OF PREMISES

to the Agreement dated August 5, 1999, by and between MARINA COAST WATER DISTRICT, a California Water District as Lessor, and NEXTEL OF CALIFORNIA, INC., a Delaware corporation, d/b/a Nextel Communications, as Lessee.

The Premises are described and/or depicted as follows:



*Not to scale

INITIALS
SM
MB

Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
2. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.
5. The location of any utility easement is illustrative only. Actual location shall be determined by the servicing utility company in compliance with all local laws and regulations.



EXHIBIT "G"

Memorandum of Sublease

Site Name: Fort Ord

Site I.D.: SF25XC811-04

This Memorandum evidences that a sublease was made and entered into by written "Collocation Sublease Agreement" dated _____, 20__ ("SLA") between **Sprint Spectrum Realty Company, L.P., a Delaware limited partnership** as successor-in-interest to Sprint Spectrum L.P., a Delaware limited partnership, as successor-in-interest to Nextel of California, Inc., a Delaware corporation ("Landlord") and **the County of Monterey, a political subdivision of the State of California** ("Tenant"), the terms and conditions of which are incorporated herein by reference.

The SLA provides in part that Landlord leases to Tenant a portion of a certain site ("Site") located at corner of **Parker Flats Cut-Off Road and Eucalyptus Road , Seaside, California 93955** within the property of Marina Coast Water District, a California Water District ("Prime Lessor") which is described in Attachment "1" attached hereto, with grant of rights of access thereto and to utilities for a term of five (5) years commencing on _____, 20__ which term may be subject to four (4) additional five (5) year extension periods by Tenant.

IN WITNESS WHEREOF, the parties have executed the Memorandum as of the day and year first above written.

{Exhibit Only Not For Execution}

LANDLORD

TENANT

**Sprint Spectrum Realty Company, L.P.,
a Delaware limited partnership**

County of Monterey

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address:

Address:

Sprint
6391 Sprint Parkway
Mailstop KSOPHT0101-Z2650
Overland Park, KS 66251-2650
Attn: Network Collocation Support Team
Sprint Site # SF25XC811-04

County of Monterey
Director of Emergency Communications
County of Monterey
1322 Natividad Road
Salinas, CA 93906

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF Kansas

COUNTY OF Johnson

The foregoing instrument was acknowledged before me this _____ day of _____, 20__
by _____, on behalf of Sprint Spectrum Realty Company, L.P.

Notary Public

State of California) _____

County of Monterey) _____

On _____, before me, _____ (here insert name and title of officer),
personally appeared _____

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (seal)

Attachment "1" To The Memorandum Of
Sublease

Site Name: Fort Ord

Site I.D.: SF25XC811-04

Legal Description of the Premises:

The area shown on the Record of Survey map filed on September 7, 1994, in Volume 19 of Surveys at page 1, Monterey County Records, and designated as 'FORT ORD MILITARY RESERVATION, PARCEL 1 AND PARCEL 2'. Commonly known as Water Tank "E".

EXHIBIT "H"

PRIME LESSOR'S CONSENT

Prime Lessor's consent is attached hereto as required by the Ground Lease



Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, KS 66251-2650
Toll Free: (800) 357-7641
Facsimile: (913) 523-9735
<https://landlordsolutions.sprint.com>

Marina Coast Water District
11 Reservation Road
Marina, CA 93933
Attn: General Manager

April 11, 2016

RE: Consent to Sublease

Sprint Nextel Site ID: SF25XC811 (formerly CA4230)
Carrier Name: The County of Monterey
Site Address: Eucalyptus Road, Seaside, California 93955

To Whom it May Concern:

Nextel of California, Inc., predecessor-in-interest to Sprint Spectrum Realty Company, L.P. ("Sprint") entered into a Communications Site Lease Agreement (Tower) on August 5, 1999, as amended by Amendment No. 1 dated May 5, 2007 ("Amendment No. 1")(collectively, the "Agreement") with Marina Coast Water District ("MCWD") for the above referenced site.

The County of Monterey ("County") would like to sublease from Sprint a portion of the Premises (defined in the Agreement) leased by Sprint, more specifically, space on the tower and a portion of the space leased by Sprint for ground equipment for the County (the "Sublease").

Please consider this letter a request for your consent of the Sublease.

MCWD hereby consents to the Sublease. The benefits from increased regional public safety and MCWD property security is consideration for consent to the Sublease.

MCWD agrees to waive the \$1,500.00 per month increase in the current monthly rent, as escalated by CPI, payable by Sprint to MCWD as set forth in Section 4(h)(b) of Amendment No. 1 for the duration of the Sublease. MCWD will negotiate with and obtain rent, if any, directly from County as a result of such Sublease.

Please sign below indicating your consent to this sublease and fax or email back to me. If you have any questions, please do not hesitate to contact me. Thank you.

Sincerely,

Debby MacMaster

Debby MacMaster
Sprint Sites USA
1765 Grassland Parkway, Suite A
Alpharetta, GA 30004
678.613.7134
770-685-1635 Fax
dmacmaster@pyramidns.com

**ACKNOWLEDGED AND AGREED TO:
MCWD:**

BY: _____

TITLE: _____

DATE: _____

EXHIBIT "I"

Sprint - Contact List

<u>Name</u>	<u>Address</u>	<u>Contact Number</u>
Sprint Property Services	6391 Sprint Parkway Mailstop KSOPHT0101-Z2650 Overland Park, KS 66251-2650 Attn: National Collocation Support Team Sprint Site# <u>SF25XC811-04</u>	1-800-357-7641
Sprint Real Estate Attorney	Sprint Law Department 6391 Sprint Parkway Mailstop KSOPHT0101-Z2020 Overland Park, KS 66251-2020 Sprint Site# <u>SF25XC811-04</u>	
24 Hour Emergency NOCC	866-400-6040	

County of Monterey – Contact List

Real Property Manager	Real Property Management Public Works Department County of Monterey 168 W. Alisal St., 2 nd Floor Salinas, CA 93901 (831) 755-4800 Office (831) 755-4958 Fax	
Leasing Department	Director of Emergency Communications County of Monterey 1322 Natividad Road Salinas, CA 93906 (831) 769-8880 Office (831) 769-8896 Fax	