

COMMUNICATIONS SITE LEASE AGREEMENT

This Communications Site Lease Agreement (Ground) (Agreement) is entered into this 14TH day of January, 2004, between **PACIFIC BELL WIRELESS, LLC**, a Nevada limited liability company doing business as **CINGULAR WIRELESS** ("Lessee"), and **CITY OF ARROYO GRANDE**, a municipal corporation formed under the laws of the State of California ("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") located on Branch Mill Road, Arroyo Grande, California, commonly known as the Reservoir 4 site. The Land is more particularly described in Exhibit A annexed hereto. Lessor hereby leases to Lessee and Lessee leases from Lessor, approximately five hundred ten (510) square feet of the Land and all access and utility easements, if any, (the "Premises") described in Exhibit B annexed hereto.

2. USE.

The Premises may be used by Lessee for reasonable activities in connection with the provision of mobile/wireless communications services. Lessee shall, at Lessee's sole cost and expense, make application for and obtain all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises. Lessee is aware that Lessee must obtain a conditional use permit from the City of Arroyo Grande and comply with conditions imposed thereon as a condition precedent to occupancy 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 Land for the purposes of making appropriate engineering and boundary surveys, inspections, soil test borings, other reasonably necessary tests (collectively, "Tests"). Lessee shall comply with the repair provisions of Paragraph 15 below during and after all Tests and related work.

4. TERM.

The term of this Agreement shall be five (5) years commencing on the date Lessee obtains a conditional use permit as specified in Paragraph 2 above (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 three (3) 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 of the Commencement Date and on the first day of each month thereafter, Lessee shall pay to Lessor as rent Fifteen Hundred Dollars (\$1,500.00) 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 City of Arroyo Grande, P.O. Box 550, 214 East Branch Street, Arroyo Grande, CA 93421; Attention: Financial Services Director.

(b) Rent shall be increased on each anniversary of the Commencement Date by an amount equal to three percent (3%) of the Rent for the previous year during the initial Term and all Renewal Terms.

(c) Rent payments made after the tenth (10th) day of any month will be considered delinquent, and shall accrue interest at the rate of ten percent (10%) per annum on the delinquent account. If the tenth (10th) day of the month is on a Saturday, Sunday or holiday, then Lessee has until the next business day for the payment to be received by Lessor.

(d) Within thirty (30) days of the full execution of this Agreement, Lessee shall pay to Lessor as additional consideration a one time administrative fee of Two Thousand Dollars (\$2,000.00) for City transactional costs associated with preparation and processing of this Agreement.

6. FACILITIES; UTILITIES; ACCESS.

(a) Subject to the terms and conditions herein, Lessee has the right to erect, maintain and operate on the Premises radio communications facilities, utility lines, transmission lines, air conditioned equipment shelter(s), electronic equipment, radio transmitting and receiving antennas, 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 workmanlike manner. Except as otherwise specified herein, title to the Lessee Facilities shall be held by Lessee. All of the Lessee Facilities shall remain Lessee's personal property and are not fixtures. Lessee shall remove all the Lessee Facilities at its sole expense on or before the expiration or earlier termination of this Agreement; provided, Lessee repairs any damage to the Premises caused by such removal. Additionally, upon the expiration or earlier termination of this Lease, Lessee shall surrender the Premises to Lessor in good condition, less ordinary wear and tear. Should Lessee fail to remove the Lessee Facilities from the Land within thirty (30) days of the expiration or earlier termination of this Agreement, Lessor may remove and store the Lessee Facilities at Lessee's sole cost and expense. If Lessee does not claim the Lessee Facilities, and provided that Lessor has given Lessee any third party financing entity sixty (60) days prior written notice, the Lessee Facilities shall be deemed abandoned. Lessee shall post a Twenty-Five Thousand Dollars (\$25,000) surety bond for removal of the Lessee Facilities. The aforementioned surety bond shall be in effect for the initial five (5) year Term and all Renewal Terms of this Agreement. Lessee agrees to increase the amount of the bond for each Renewal Term in the same proportion that rent increases in said Renewal Term.

(b) Lessee shall pay for the electricity and all other utility services it consumes or uses in its operations at the rate charged by the servicing utility company. Any electrical upgrade, if necessary, shall be at Lessee's sole cost and expense. Lessee shall have the right to draw electricity and other utilities from the existing utilities on the Land or obtain separate utility service from any utility company that will provide service to the Land (including a standby power generator for Lessee's exclusive use.)

(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. During the Term of the Agreement, 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 roadways, at its expense, except for any damage caused by Lessee's use of such roadways.

(e) Prior to commencing construction of Lessee's Facilities, Lessee shall obtain Lessor's approval of Lessee's work plans.

7. INTERFERENCE.

(a) Lessee shall construct, repair and operate the Lessee Facilities in such a manner that will not cause interference to Lessor including, but not limited to, Lessor's re-broadcaster for its fire, police and other public safety departments, and other lessees or licensees of the Land. All operations by Lessee shall be in compliance with all Federal Communications Commission ("FCC") requirements and all applicable laws.

(b) Subsequent to the installation of the Lessee Facilities, Lessor shall not permit its lessees or licensees to install new equipment on the Land or property contiguous thereto owned or controlled by Lessor, if such equipment will 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 reasonable steps necessary to eliminate such interference, in a reasonable time period. Notwithstanding anything herein to the contrary, in the event Lessor fails to comply with this paragraph, Lessee's sole remedy is to terminate this Agreement.

8. TAXES.

If personal property taxes are assessed, Lessee shall pay any portion of such taxes which are attributable to the Lessee Facilities. Except as provided immediately below, Lessor shall pay all real property taxes attributable to the Land. Lessee shall reimburse Lessor for any increases in real property taxes which are assessed as a result of Lessee's improvement to the Land. As a condition of Lessee's obligation to pay such increases, Lessor shall first provide to Lessee the documentation from the taxing authority indicating the increase is due to Lessee's improvements.

9. WAIVER OF LESSOR'S LIENS.

(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) disclaiming 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 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; (ii) by Lessee if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of the Lessee Facilities; or (iii) 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. Should this Agreement be terminated pursuant to this Paragraph 10, Lessee shall pay the Rent due up to the effective date of termination.

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 such 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.

12. INSURANCE.

Lessee shall maintain the following insurance: (1) Commercial General Liability with limits of \$5,000,000.00 per occurrence, covering Lessee's use, occupancy and operations on the Premises; (2) Automobile Liability with a combined single limit of \$2,000,000.00 per accident; (3) Workers Compensation as required law; and (4) Employer's Liability with limits of \$1,000,000.00 per occurrence. Lessee shall provide to Lessor a certificate of insurance evidencing the coverage required by this paragraph prior to entering the Land. Each policy of insurance shall be endorsed to state that it shall not be suspended, canceled or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Lessor.

13. ASSIGNMENT AND SUBLETTING.

Lessee may assign this Agreement or sublet the Premises or any portion thereof to any entity, subject to Lessor's prior written consent and the assignee assuming all of Lessee's obligations herein. Under any such assignment or subletting, Lessee shall not be relieved of any future performance, liabilities, or obligations under this Agreement. 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 ("Waiver of Lessor's Lien") above. This Agreement shall run with the property

and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and permitted assigns. Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without notice or 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.

14. WARRANTY OF TITLE AND QUIET ENJOYMENT.

Lessor warrants that: (i) Lessor owns the Land in fee simple and has rights of access thereof and the Land is free and clear of all liens, encumbrances and restrictions, except as disclosed by the public records; (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 of the terms, covenant and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Premises.

15. REPAIRS.

Lessee shall be required to make any repairs to the Premises or Land necessitated by reason of Lessee's action or inaction, including, but not limited to, Lessee's tests and/or Lessee's construction, use, operation and maintenance of the Lessee Facilities. 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 excepted.

16. HAZARDOUS SUBSTANCES.

Lessee agrees that it will not use, generate, store or dispose or permit the use, generation, storage or disposal of any Hazardous Material on, under, about or within the Land in violation of any law or regulations. To the best of Lessor's knowledge without investigation, Lessor represents, warrants, and agrees (1) that neither Lessor nor, to the best of Lessor's knowledge without investigation, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (defined below) 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.

17. LIABILITY AND INDEMNITY.

(a) Lessee shall exonerate, hold harmless, indemnify, and defend Lessor and its directors, officers and employees from and against any and all suits, actions, judgments, legal or administrative proceedings, arbitrations, claims, demands, causes of action, damages, liabilities, interest, attorneys' fees, fines, penalties, losses, costs and expenses of whatsoever kind or nature (collectively, "Claims") arising out of or resulting from: 1) operations or performance under this Agreement by Lessee or its officers, directors, employees, contractors, subcontractors, lenders or agents, including, without limitation, the use, occupancy or enjoyment of the Premises by Lessee or any work, activity or other things allowed or suffered by Lessee or Lessee's directors, officer, employees, contractors, subcontractors, lenders or agents, invitees or lenders; or 2) any injury to or the death of any person or any damage to property, if such injury, death or damage arises out of or is attributable to or results from the acts or omissions of Lessee or its directors, officers, employees, contractors, subcontractors, lenders or agents, including, without limitation, the use, occupancy or enjoyment of the Premises by Lessee or any work, activity or other things allowed or suffered by Lessee or Lessee's directors, officers, employees, contractors, subcontractors, lenders or Agents on the Premises. Neither the expiration or earlier termination of this Agreement nor completion of the acts to be performed under this Agreement shall release Lessee from its obligation to indemnify, as to any Claim, so long as the event upon which the Claim is predicated shall have occurred prior to the effective date of any such expiration or earlier termination or completion and arose out of or was in any way connected with performance or operations under this Agreement by Lessee, its directors, officers, employees, contractors, subcontractors, lenders or agents or any one of them.

18. 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) All of the terms and conditions of 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:

City Manager
City of Arroyo Grande
P. O. Box 550
214 East Branch Street
Arroyo Grande, CA 93421

LESSEE:

Pacific Bell Wireless, LLC
6100 Atlantic Boulevard
MailCode GAN02
Norcross, GA 30071

Attn: Network Real Estate Administration

With Copy to:

Pacific Bell Wireless, LLC
3345 Michelson Drive, Suite 100
Irvine, CA 92612

Attn: Legal Department

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) Upon request either party may require that a Memorandum of Lease be recorded confirming the (i) Lease commencement, (ii) expiration date of the Term, and (iii) the duration of any Renewal Terms.

(g) Lessee, at its sole cost, may obtain title insurance on its interest in the Land, 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 as original.

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

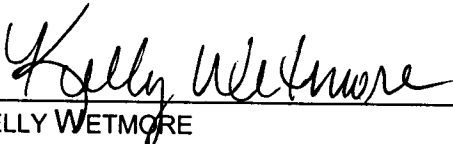
LESSOR:

CITY OF ARROYO GRANDE,



TONY M. FERRARA, Mayor

ATTEST:



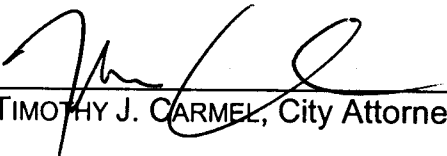
KELLY WETMORE
Director of Administrative Services/
Deputy City Clerk

APPROVED AS TO CONTENT:



STEVEN ADAMS, City Manager

APPROVED AS TO FORM:




TIMOTHY J. CARMEL, City Attorney

LESSEE:

PACIFIC BELL WIRELESS, LLC
a Nevada limited liability company

By: GSM Facilities, LLC,
its sole member

By: CINGULAR WIRELESS, LLC
its agent

By: 

CHARLES VRANEK
Regional Director,
Network Deployment

ATTEST WITNESS:

Date: 1/4/04

EXHIBIT A
LEGAL DESCRIPTION OF LESSOR'S PROPERTY (LAND)

Lessor's Property (Land) of which Premises are a part is legally described as follows:

APN:
007-611-016

All of that certain real property located in the County of San Luis Obispo, State of California, being more particularly described as follows:

THAT PORTION OF LOT 91 OF THE MAP OF THE RANCHOS CORRAL DE PIEDRA PISMO AND BOLSA DE CHEMISAL, IN THE CITY OF ARROYO GRANDE, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK A, PAGE 65 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO AMASA W. DIXSON RECORDED IN BOOK 15, PAGE 302 OF DEEDS, RECORDS OF SAID COUNTY, MARKED BY A POST SET BY A F. PARSONS IN FEBRUARY 1892, PRESENTLY MARKED BY AN 1 1/4 INCH DIAMETER PIPE TAGGED RCE 6923 AS SHOWN ON THE MAP FILED IN BOOK 8, PAGE 120 OF RECORD OF SURVEYS IN SAID COUNTY RECORDERS OFFICE.

THENCE NORTH 54° EAST 664.00 FEET TO A POINT, FROM WHICH THE MOST EASTERLY CORNER OF SAID LAND OF DIXSON BEARS NORTH 54° EAST 537.30 FEET, MORE OR LESS, MARKED BY A POST ESTABLISHED BY A.F. PARSONS, IN FEBRUARY, 1892, PRESENTLY MARKED AN OLD FENCE CORNER, SAID POINT BEING THE TRUE POINT OF BEGINNING.

THENCE AT RIGHT ANGLES SOUTH 36° EAST 240.00 FEET TO A POINT.

THENCE AT RIGHT ANGLES NORTH 54° EAST 272.00 FEET TO A POINT.

THENCE AT RIGHT ANGLES NORTH 36° WEST 240.00 FEET TO A POINT.

THENCE SOUTH 54° EAST 272.00 FEET TO THE TRUE POINT OF BEGINNING.

APN: 007-611-016

PARCEL #:

An easement over that portion of Lot 91 of the map of the Ranchos Corral de Piedra, Pismo and Bolsa de Chemisal, in the City of Arroyo Grande, County of San Luis Obispo, State of California, as per map filed in Book A, Page 65 of Maps in the Office of the County Recorder of said County, for public utility purposes specifically including water transmission lines and access roads, together with all necessary appurtenances thereto both above and below ground level, including the right to improve, repair and maintain said roadway and water transmission line.

Beginning at an angle point in the Southerly right of way line of Branch Mill Road according to the deed to the County of San Luis Obispo from A. W. Dixon recorded in Book 88 of Deeds at Page 485 in said County Recorder's Office, which angle point is on the Northeasterly line of the land described in the deed to Amasa W. Dixon recorded in Book 15, Page 302 of Deeds, Records of said County, and said angle point being opposite that point noted as "station 40-22" (sic) which on the Northerly side of said road, also from said angle point an 1 1/4 inch diameter pipe tagged LS 3756 bears North 12° 45' 49" East 26.26 feet distant;

EXHIBIT A
LEGAL DESCRIPTION OF LESSOR'S PROPERTY (LAND)

Thence along said Northeasterly line of the land of Dixon South 36° 58' East 31.00 feet to a point;

Thence leaving said line North 26° 28' 04" East 30.88 feet to a point on the Southerly right of way line of said Branch Mill Road from which the point of beginning bears South 84° 58' 42" West 32.49 feet distant. Thence along said right of way line South 84° 58' 42" West 32.49 feet to the Point of Beginning.

PARCEL C:

An easement for public utility purposes specifically including water transmission lines and access roads together with all necessary appurtenances thereto both above and below ground level, including the right to improve, repair and maintain said roadway and water transmission lines 10 feet wide over that portion of Lot 91 of the map of parts of the Rancho Corral de Piedra, Pismo and Bolsa de Chemisal, in the City of Arroyo Grande, County of San Luis Obispo, State of California, as per map filed in Book A, Page 65 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at the most Southerly corner of Parcel V.A. described in the deed to Vernon L. Frederick and wife recorded in Book 1943, Page 993 of Official Records, in said County Recorder's Office, being recited as stake L No. 1 therein:

Thence along the Southwesterly line of said Parcel V.A. North 34° 13' West 1496.48 feet, more or less, to the TRUE POINT OF BEGINNING, from which the most Southerly corner of the land described in the deed to Amasa W. Dixon recorded in Book 15, Page 302 of Deeds, records of said County bears North 34° 13' West 700.00 feet distant marked by a post established by A. F. Parsons in February, 1892, presently marked by a 1 1/4 inch diameter pipe tagged KCF 6923 as shown on the map filed in Book 8, Page 120 of Records of Survey in said County Recorder's Office.

Thence North 34° 13' West 700.00 feet to said most Southerly corner of the land of Dixon;

Thence North 54° East 664.00 feet to a point from which the most Eastern corner of said land of Dixon bears North 54° East 537.30 feet, more or less, marked by a post established by A. F. Parsons in February, 1892, presently marked by an old fence corner;

Thence at right angles South 36° East 10.00 feet to a point;

Thence at right angles South 54° West 654.31 feet to a line which is parallel with and distant 10.00 feet Northeasterly from said Southwesterly line of Parcel V.A.;

Thence along said parallel line South 34° 13' East 690.31 feet to a point from which the True Point of Beginning bears South 55° 47' West 10.00 feet distant;

Thence South 55° 47' West 10.00 feet to the True Point of Beginning.

EXHIBIT A
LEGAL DESCRIPTION OF LESSOR'S PROPERTY (LAND)

PARCEL D:

An easement for public utility purposes specifically including water transmission lines and access roads, together with all necessary appurtenances thereto both above and below ground level, including the right to improve, repair and maintain said roadway and water transmission lines over that portion of Lot 91 of the map of the Ranchos Corral de Piedra, Pismo and Dolan de Chemisal, in the City of Arroyo Grande, Co of San Luis Obispo, State of California, as per map filed in Book A, Page 65 of Maps in the Office of the County Recorder of said County, included within a strip of land 25 feet wide lying 12.50 feet on each side of the following described centerline:

Beginning at the most Southerly corner of the land described in the deed to Amasa W. Dixon recorded in Book 15, Page 302 of Deeds, record of said County, marked by a post set by A. F. Parsons in February, 1892, presently marked by an 1 1/4 inch diameter pipe tagged RCE 6923 as shown on the map filed in Book 8, Page 120 of Records of Survey in said County Recorder's Office:

Thence North 54° East 478.52 feet to a point, from which the most Easterly corner of said land of Dixon bears North 54° East 722.78 feet more or less, marked by a post established by A. F. Parsons in February, 1892, presently marked by an old fence corner, said point being the TRUE POINT OF BEGINNING:

Thence South 44° 01' 08" West 77.44 feet to a point;

Thence continuing Southwesterly along a tangent curve concave Easterly with a radius of 700.00 feet through a central angle of 87° 36' 03" an arc distance of 107.02 feet to a point;

Thence South 43° 34' 55" East 44.67 feet to a point;

Thence continuing Southeasterly along a tangent curve concave Northerly with a radius of 150.00 feet through a central angle of 117° 39' 57" an arc distance of 308.05 feet to a point;

Thence North 13° 45' 08" East 95.33 feet to a point on the Southwest line of Parcel A herein described.

The sidelines of this easement shall be extended or shortened as necessary to terminate Northwesterly at the Southeasterly line of said land of Dixon and Southeasterly at the Southwesterly line of Parcel A herein described.

EXHIBIT A
LEGAL DESCRIPTION OF LESSOR'S PROPERTY (LAND)

PARCEL E:

An easement for public utility purposes specifically including water transmission lines and access roads, together with all necessary appurtenances thereto both above and below ground level, including the right to improve, repair and maintain said roadway and water transmission lines over that portion of Lot 91 of the map of the Rancho Corral de Piedra, Pismo and Bolsa de Chemisal, in the City of Arroyo Grande, County of San Luis Obispo, State of California, as per map filed in Book A, Page 65 of Maps in the Office of the County Recorder of said County, included within a strip of land 20 feet wide lying 10.00 feet on each side of the following described centerline:

Beginning at the most Southerly corner of the land described in the deed to Amasa W. Dixon recorded in Book 15, Page 302 of Deeds, record of said County marked by a post set by A. F. Parsons in February, 1892 presently marked by a 1 1/4 inch diameter iron pipe tagged RCE 6923 as shown on the map filed in Book 8, Page 120 of Records of Survey in said County Recorder's Office;

Thence North 54° East 478.52 feet to a point, called herein, for convenience only, POINT A;

Thence continuing North 54° East 722.78 feet, more or less, to the most Easterly corner of said land of Dixon marked by a post set by A. F. Parsons in February, 1892, presently marked by an old fence corner;

Thence North 36°51'58" West 299.39 feet, more or less, to the TRUE POINT OF BEGINNING from which an angle point in the Southerly right of way line of Branch Mill Road described in the deed to the County of San Luis Obispo from A. W. Dixon recorded in Book 88 of Deeds at Page 485, records of said County bears North 36°51'58" West 19.62 feet distant, which angle point is on the Northeasterly line of the land described in the deed to Amasa W. Dixon recorded in Book 15, Page 302 of Deeds, Records of said County, and said angle point is opposite that point noted as "station 40-22" (sic) which is on the Northerly side of said road, also from said angle point an 1 inch diameter pipe tagged LS 3756 bears North 12°45'49" East 26.26 feet distant;

Thence crossing said land of Dixon along said centerline South 26° 28 04" West 6.40 feet to a point;

Thence continuing Southwesterly along a tangent curve concave Northwesterly with a radius of 250.00 feet through a central angle of 20° 20' 33" an arc distance of 88.76 feet to a point;

Thence South 46° 48' 37" West 46.83 feet to a point;

Thence South 39° 35' 30" West 87.75 feet to a point;

Thence South 42° 41' 35" West 64.91 feet to a point;

EXHIBIT B

DESCRIPTION OF PREMISES

The Premises consist of those areas described/shown below and where Lessee's communications antennae, equipment, cables and utilities occupy Lessor's Property. The Premises and the associated utility connections and access, including easements, ingress, egress, dimensions, and locations as described/shown below, are approximate only and may be adjusted or changed by Lessee at the time of construction to reasonably accommodate sound engineering criteria and the physical features of Lessor's Property.

See Site Plan dated 12/16/03

VY-465-01

A final drawing, Site Plan, or copy of a property survey substantially depicting the above will replace this Exhibit "B" when initialed by Lessor

1. This Exhibit may be replaced by a land surveyor Site Plan of the Premises once it is received by Lessee.
2. Setback of the Premises from the Lessor'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.