

LEASE TERMINATION AGREEMENT
AND
GENERAL RELEASE

This LEASE TERMINATION AGREEMENT AND GENERAL RELEASE (the "Agreement") is made as of _____, by and between Nextel of California, Inc., a Delaware corporation, d/b/a Nextel Communications ("Nextel") and County of Santa Barbara, a political subdivision of the State of California ("Owner") with reference to the following facts, understandings and intentions:

RECITALS

A. Owner owns certain property located at 4417 Calle Real, Santa Barbara, CA (APN: 059-140-023) ("Owner's Property"), identified in previous documents between the parties as located between Calle Real and Cathedral Oaks near El Sueno Road in Goleta, CA (APN: 059-014-23). Nextel, as lessee or tenant, and Owner, as lessor or landlord, are parties to that Communications Site Lease Agreement dated as of August 25, 1998, as amended by that Amendment No. 1 dated November 17, 2004 (collectively, the "Lease") whereby Owner leases to Nextel a portion of Owner's Property, as further described in the Lease (the "Site").

B. Nextel uses the Site for a communications facility that, pursuant to the Lease, may include among other things, an antenna tower or pole and foundation, utility lines, transmission lines, an air conditioned equipment room or shelter and pad, cable wiring, conduit runs, radios and other electronic equipment, transmitting and receiving antennas and microwave dishes, batteries and other power sources (including a generator and pad), related fixtures and supporting equipment, and structures therefore (collectively, the "Communications Facility").

C. By letter dated February 7, 2013, as permitted by the terms of the Lease, Nextel notified Owner of Nextel's election to terminate the Lease, effective as of August 31, 2013 ("Notice"). Owner acknowledges that Nextel's written Notice was properly given and effective.

D. Nextel and Owner are willing to so terminate the Lease, pursuant to the provisions of this Agreement.

AGREEMENT

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

1. Date of Termination; Final Payment.

a. The Lease is hereby canceled and terminated effective at 11:59 p.m. on August 31, 2013 ("Termination Date"). From and after the Termination Date, neither Owner nor Nextel

will have any further rights or obligations under the Lease, and Nextel will have no further right or interest with respect to the Site.

b. In full and final payment of any and all sums due or owing by Nextel to Owner under the Lease or otherwise in connection with Owner's Property or the Site, Nextel will pay Owner a one-time payment of Thirty-One Thousand Four Hundred Ninety-Seven Dollars and Twenty Cents (\$31,497.20) (the "Final Payment") within ten (10) business days after Owner provides Nextel with: (i) a fully executed Site Acceptance (as defined below); and (ii) if required by Nextel because the entity to whom rent is delivered (as set up in Nextel's rent payment system) is different than the entity defined above as Owner, a fully executed W-9 Form (with the Tax ID Number and signature of the entity defined above as Owner).

2. Vacation and Surrender of the Site; Site Acceptance.

Nextel hereby grants its equipment shelter with all rights of ownership to Owner and Owner hereby accepts ownership of equipment shelter from Nextel in its "AS-IS" and "WHERE-IS" where both parties agree to mutual benefit. Nextel has abandoned equipment shelter and has removed all interior equipment consisting of; radios, rectifiers, AC-DC power plants, racks, controllers, back-up batteries, coax lines, cross connects (if any) and all other related hardware. Nextel releases said empty equipment shelter along with ownership of the exterior cabinets, above ground platform, stairs and exterior Telco and AC Conduits and cables along with the surrounding fence. Site includes an underground power line where Nextel shall leave in place. The appropriate personnel from the Owner's Communications Department shall contact local utility company to communicate the transfer of the electric utility bill to name Owner as the responsible party for all utility payments from and after Termination Date.

Upon Nextel's vacation of the Site, Owner and Nextel will each execute duplicate originals of the "Site Acceptance and Release" in the form attached hereto as Exhibit A ("Site Acceptance"). Owner's execution of the Site Acceptance will constitute conclusive evidence and proof that Nextel has vacated and surrendered the Site to Owner in the condition required by the Lease and this Agreement, and that any portion of the Communications Facility (and any other equipment or property) remaining on Owner's Property will be deemed abandoned by Nextel and accepted by Owner, on the terms set forth therein.

3. Release of Obligations. Except for Owner's and Nextel's respective rights to enforce the provisions of this Agreement and the Site Acceptance, effective as of the Termination Date, Owner and Nextel, for themselves and their respective parent, subsidiary and related corporations, partners, affiliates, heirs, successors and assigns, do each hereby release and forever discharge each other and their present and former directors, officers, shareholders, managers, agents, trustees, beneficiaries, attorneys and employees (the "Released Parties") from all obligations, damages, losses, costs, expenses and liabilities whether known or unknown, contingent or direct, liquidated or unliquidated, and from any claims, demands, judgments, actions or suits of any kind (collectively, "Claims") which they may have against one another arising out of or relating to the Lease, and the use and occupancy of Site, the Communications Facility and/or Owner's Property, including without limitation, any attorneys' fees incurred in connection therewith. Each party acknowledges the possibility that the other party may have unknown Claims against the other arising out of or related to the Lease, and the use and

occupancy of Site, the Communications Facility and/or Owner's Property, and that by signing this Agreement, each party expressly waives such Claims. The parties further acknowledge that the consideration for this mutual release takes into account the possibility of such further Claims.

The parties expressly waive the benefits of Section 1542 of the Civil Code of the State of California, which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

4. Voluntary Agreement. The parties have read this Agreement and the releases contained herein and, on advice of counsel, have freely and voluntarily entered into this Agreement with full understanding of its terms.

5. Recitals. The above recitals are an integral and substantive part of this Agreement and are incorporated herein.

6. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party will be entitled to recover attorneys' fees and expenses from the other.

7. Successors. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

8. Counterparts. This Agreement may be executed in any number of duplicate originals or counterparts, each of which will be deemed to be an original, and all of which taken together will constitute one and the same agreement. The parties agree that their signatures may be delivered by fax or email.

9. Governing Law. The validity, interpretation, construction and performance of this Agreement will be controlled by and construed under the laws of the state in which the Site is located.

IN WITNESS WHEREOF, the parties have executed this Lease Termination Agreement and General Release as of the date and year first above written.

"OWNER"

"NEXTEL"

County of Santa Barbara,
a political subdivision of the State of California

Nextel of California, Inc., a Delaware
corporation, d/b/a Nextel Communications

By: See next page
Name: _____
Title: _____

By: Tjetjep Nasution
Name: _____
Title: Real Estate Manager

Project: SB/Sprint-Nextel Comm. Site
at Transfer Station
APN: 059-140-023
Folio: 003143
Agent: AH

IN WITNESS WHEREOF, COUNTY AND LESSEE have executed this Lease Termination Agreement to be effective on the date executed by the COUNTY.

“LESSEE”
NEXTEL OF CALIFORNIA, INC.,
A Delaware corporation

By: on previous page

By: _____

“COUNTY”
COUNTY OF SANTA BARBARA

[Signature]

Salud Carbajal, Chair
Board of Supervisors

Date: 11-5-13

APPROVED AS TO FORM:
DENNIS A. MARSHALL
COUNTY COUNSEL

By: [Signature]
Kevin E. Ready, Sr.
Senior Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: [Signature]
Auditor-Controller
Theo Fallati
Assistant Auditor-Controller

APPROVED:

[Signature]
Ronn Carlentine
Real Property Manager

APPROVED:

[Signature]
Ray Aromatorio, ARM, AIC
Risk Manager

ATTEST:
TERRI MAUS-NISICH, INTERIM
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: [Signature]
Deputy Clerk