

Project: Plowshare Peak Comm Site
APN: 131-040-003
SLO Folio #: PY-10
SBC Folio #: 003639
SLO Agent: LVF /SBC Agent: HCH

SUBLEASE AGREEMENT
Plowshare Peak Communications Site

THIS SUBLEASE AGREEMENT, (hereinafter "Agreement") is made by and between
the

COUNTY OF SAN LUIS OBISPO,
a political subdivision of the State of California,
hereinafter referred to as "SUBLESSOR,"

and the

COUNTY OF SANTA BARBARA,
a political subdivision of the State of California,
hereinafter referred to as "SUBLESSEE,"

with reference to the following:

WHEREAS, SUBLESSOR is the operator of that certain communications site (hereinafter "Site") located on Plowshare Peak, Santa Barbara County, on a portion of real property commonly known as County Assessor's Parcel Number 131-040-003, which portion is also referred to as the Southeast ¼ of Section 4, Township 11 North, Range 30 West, San Bernardino Principal Meridian (hereinafter the "Property"), which Property is shown on the map attached hereto and incorporated herein by this reference as Exhibit "A"; and

WHEREAS, the Site is leased by SUBLESSOR from the United States Forest Service ("USFS") under that certain Communications Use Lease dated April 4, 2007 (the "Master Lease"), which grants SUBLESSOR the right to rent space at the Site to other public agencies for communications purposes; and

WHEREAS, SUBLESSOR'S Site consists of a 12-foot by 26-foot prefabricated building, 80-foot lattice tower, 499-gallon LPG tank and emergency generator, buried electrical lines, and 8-foot high chain link security fence; and

WHEREAS, SUBLESSEE'S existing communications site at Plowshare Peak is located in an aging facility, consisting of a USFS equipment shelter and SUBLESSEE'S tower and other improvements (hereinafter "SUBLESSEE'S Prior Site"), which facility is located adjacent to SUBLESSOR'S Site; and

WHEREAS, SUBLESSEE desires to relocate SUBLESSEE'S communications antennas and equipment onto SUBLESSOR'S newly upgraded Site, and to demolish and dismantle the aging

USFS equipment shelter and SUBLESSEE'S tower at the request and with the consent of the USFS; and

WHEREAS, due to the remote location and difficulty of transporting fuel to the Site, the parties desire for SUBLESSEE to leave in place SUBLESSEE'S above-ground LPG fuel tank and convey title to such above-ground LPG fuel tank to SUBLESSOR for its use in operating the Site; and

WHEREAS, SUBLESSOR and SUBLESSEE desire to enter into this Sublease Agreement (hereinafter "Agreement") in order to arrange for the relocation of SUBLESSEE'S communications facility from SUBLESSEE'S Prior Site to SUBLESSOR'S newly upgraded Site; and

WHEREAS, SUBLESSEE operates another, existing communications facility at another location on Tepusquet Peak in Santa Barbara County (hereinafter the "Tepusquet Peak Site"); and

WHEREAS, SUBLESSOR licenses space for its antennas and radio equipment at SUBLESSEE'S communications facility at the Tepusquet Peak Site under that certain License Agreement dated June 11, 1991; and

WHEREAS, SUBLESSOR and SUBLESSEE have worked cooperatively together with the USFS on their respective communications facilities since 1974, in order to provide for the public safety of both San Luis Obispo County and Santa Barbara County residents.

NOW, THEREFORE, in consideration of the provisions, covenants, and conditions, contained herein, the parties agree as follows:

1. **ADMINISTRATION AND ENFORCEMENT:** The provisions of this Agreement shall be administered and enforced on behalf of SUBLESSOR by SUBLESSOR'S General Services Agency, and on behalf of SUBLESSEE by SUBLESSEE'S General Services Department.

2. **SUBLEASED PREMISES:** SUBLESSOR hereby subleases to SUBLESSEE and SUBLESSEE hereby takes from SUBLESSOR a portion of the Site to be occupied by SUBLESSEE'S wireless communications antennas and equipment (hereinafter "Subleased Premises"). Such Subleased Premises shall consist of the areas occupied by SUBLESSEE'S Facility, as such Facility is defined in Section 4 herein below. The Subleased Premises are shown on Exhibit "B" attached hereto and incorporated herein by this reference. The Subleased Premises within the radio equipment racks in SUBLESSOR'S equipment shelter consist of four and one half (4 ½) racks and are shown having the dimensions and labeled "SBC" in the "Building and Equipment Layout." The Subleased Premises on SUBLESSOR'S communications tower are shown as the areas occupied by the antennas on the drawing entitled "Plowshare Peak: SBC Requested antenna placements/locations."

3. **ACCESS TO THE SITE:** SUBLESSEE shall be allowed to access the Subleased Premises 24 hours per day, seven days per week. SUBLESSEE shall comply with all of SUBLESSOR'S security programs and policies at the Site.

4. **PURPOSE AND USE:** SUBLESSOR hereby grants to SUBLESSEE the right to enter upon and use the Subleased Premises for installing, operating, maintaining, repairing, altering, replacing and/or removing SUBLESSEE'S communications antennas, radio equipment, and all other appurtenant equipment approved by SUBLESSOR which is incidental thereto and necessary to operate and maintain SUBLESSEE'S wireless communications facility (hereinafter "Facility"), and to transmit and receive communications signals in any and all frequencies which do not interfere with other wireless communications existing as of the date of this Agreement, and for all purposes incidental thereto.

SUBLESSEE shall not expand the footprint of the Subleased Premises nor use the Subleased Premises for any other purposes without the express written consent of SUBLESSOR'S Communications Department. It is understood and agreed to by each party that SUBLESSEE shall have the right to make changes to and replacements of equipment which are of a substantially similar or "like-kind" nature without having to obtain the consent of SUBLESSOR, provided such changes do not alter the square footage of the Subleased Premises nor change the visual impact or appearance of SUBLESSEE'S Site and Facility. SUBLESSEE shall notify SUBLESSOR in writing of any such changes made to SUBLESSEE'S Facility without SUBLESSOR'S consent.

5. **TERM:** The term of this Agreement is for a period of ten (10) years, commencing on the date this Agreement is fully executed by SUBLESSOR (hereinafter "Effective Date"), unless sooner terminated as hereinafter provided or unless the Master Lease is sooner terminated or revoked or its terms are materially amended to the extent that it is no longer feasible or mutually beneficial for this Agreement to remain in effect.

6. **EXTENSION AND RENEWAL OF SUBLEASE:** In the event this Agreement has not otherwise been terminated, LESSEE is not in default (after expiration of all cure periods) at the end of the above-referenced term, and the Master Lease has not been terminated or revoked or its terms materially amended to the extent that it is no longer feasible or mutually beneficial for this Agreement to remain in effect, then such term may be extended for three (3) additional terms of five (5) years each. All such extensions shall occur automatically, unless SUBLESSEE notifies SUBLESSOR in writing no less than six (6) months in advance of the expiration of the then-current term of SUBLESSEE'S election not to extend such term of this Agreement.

7. **HOLDING OVER:** Should SUBLESSEE occupy the Site after the expiration date of this Agreement or any extension thereof, with the consent of the SUBLESSOR, expressed or implied, such possession shall be construed to be a tenancy from month to month.

8. **CONSIDERATION AND RENT:** In consideration of the rights granted herein by SUBLESSOR to SUBLESSEE, SUBLESSEE shall allow SUBLESSOR to install two and one half (2.5) additional radio equipment racks at the Tepusquet Peak Site upon USFS approval of SUBLESSEE'S plans to expand the equipment shelter and the conclusion of SUBLESSEE'S construction thereof. Such two and one half (2.5) radio equipment racks shall be in addition to SUBLESSOR'S two (2) existing radio equipment racks and existing antennas that SUBLESSOR has operated at the Tepusquet Peak Site without the payment of monetary consideration to SUBLESSEE pursuant to that certain License Agreement between the parties dated June 11, 1991, said waiver of monetary compensation having been in consideration of SUBLESSOR'S provision and maintenance of the on-site generator.

As additional consideration for the rights granted herein, SUBLESSEE shall assume SUBLESSOR'S responsibility for maintenance of the electrical generator at the Tepusquet Peak Site as of the Effective Date of this Agreement, and title to said generator shall remain with SUBLESSOR. In the event that said electrical generator becomes unserviceable, SUBLESSEE shall replace it with a new or equivalent generator, and title to said replacement generator shall be held by SUBLESSEE.

Due to the remote location and difficulty of transporting fuel to the Site, SUBLESSEE shall leave in place SUBLESSEE'S above-ground LPG fuel tank and hereby conveys title to such above-ground LPG fuel tank to SUBLESSOR for SUBLESSOR'S use in operating the Site. SUBLESSOR hereby accepts title to the above-ground LPG fuel tank as-is, with no warranty of any kind, and assumes all responsibility for maintenance and liability therefor.

In the event SUBLESSEE does not secure USFS approval of the permits to expand the radio equipment shelter at the Tepusquet Peak Site or SUBLESSEE does not complete the construction thereof in order to accommodate SUBLESSOR'S two and one half additional equipment racks within two (2) years of the Effective Date, the monthly rent payable by SUBLESSEE to SUBLESSOR shall be FOUR HUNDRED DOLLARS (\$400.00), in addition to SUBLESSEE providing space for the existing two of SUBLESSOR'S racks at Tepusquet Peak Site at no charge to SUBLESSOR during the term of this Agreement. Payments of rent shall be made monthly, in advance, on or before the first day of each and every month. Rent due for any period during the term hereof which is for less than one (1) calendar month shall be prorated based upon a thirty (30) day month.

Notwithstanding the forgoing, if SUBLESSEE has made all reasonable and bona fide efforts to obtain applicable permits and approvals for the expansion of the Tepusquet Peak Site radio equipment shelter, and such permits and approvals have not been granted to SUBLESSEE due to no fault of SUBLESSEE, such as a delay caused by the USFS or other unforeseen circumstances outside of SUBLESSEE'S control, then SUBLESSEE shall have six (6) additional months to secure such permits and complete construction of the expansion project before SUBLESSEE is obligated to pay monetary rent pursuant to this section.

If the expansion of the radio equipment shelter at the Tepusquet Peak Site occurs after SUBLESSEE has commenced rental payments to SUBLESSOR, then SUBLESSEE'S obligation to pay rent under this Agreement shall cease as of the date SUBLESSEE notifies SUBLESSOR in writing that the equipment shelter at the Tepusquet Peak Site is ready and available for SUBLESSOR'S additional two and one half (2.5) radio equipment racks.

If rent is not paid ten (10) days after the date due, upon written notification from SUBLESSOR that rent is late, interest will accrue on the unpaid balance at ten percent (10%) per annum from the date it became due until it is paid.

Rental payments shall be made to SUBLESSOR at the address as stated in Section 21, NOTICES, hereinbelow, or to such other address SUBLESSOR provides in writing to SUBLESSEE.

In the event the USFS requires rental payments from SUBLESSOR for the rights granted under the Master Lease, SUBLESSEE shall pay SUBLESSOR for SUBLESSEE'S pro rata share of such rental payments in an amount based on a percentage of rack space occupied by SUBLESSEE divided by the total rack space occupied by SUBLESSOR and all sublessees combined, excluding the USFS rack space.

9. **SITE SUITABILITY:** SUBLESSEE shall provide SUBLESSOR with approval by USFS of this Sublease. SUBLESSOR has provided a copy of the Master Lease to SUBLESSEE to SUBLESSEE.

SUBLESSEE has investigated the Property and the Site and has determined that they are suitable for SUBLESSEE'S intended operations, and therefore, SUBLESSEE hereby accepts, by way of executing this Agreement, the Site in its existing condition.

SUBLESSEE ACKNOWLEDGES THAT, EXCEPT AS STATED HEREIN, SUBLESSOR HAS MADE NO REPRESENTATIONS OR WARRANTIES ABOUT THE CONDITION OF THE PROPERTY OR SITE, OR THE SUITABILITY OF SAME FOR THE INTENDED USE BY SUBLESSEE.

10. **CONSTRUCTION AND IMPROVEMENTS:** SUBLESSEE shall install the Facility in accordance with Exhibit "B." SUBLESSEE shall give SUBLESSOR no less than ten (10) days written notice prior to the commencement of any installation or construction work in, on, or about the Site, with the exception of regular maintenance, minor repair visits and emergency work, and shall keep the Property and Site free and clear of liens for labor and materials by or on behalf of SUBLESSEE.

11. **ABANDONMENT OF SITE/DISPOSITION OF PERSONAL PROPERTY:** SUBLESSEE shall not abandon, vacate, or surrender the Site at any time during the term of this Agreement and if SUBLESSEE does abandon, vacate, or surrender said Site, any personal property belonging to SUBLESSEE and left on the Site more than sixty (60) days after such abandonment, vacation or surrender shall be deemed abandoned at the option of the SUBLESSOR, and title to such shall either pass to SUBLESSOR or, at SUBLESSOR'S option, the items will be removed at SUBLESSEE'S expense. This provision shall also apply to personal property left after the termination or other expiration of this Agreement and any applicable removal periods as described in Section 25, SURRENDER OF PREMISES.

12. **NONINTERFERENCE:**

A. Site: SUBLESSEE agrees not to use, nor permit those under its control, including, but not limited to, its employees, tenants, licensees, invitees, agents and/or contractors, to use any portion of the Facility, the Site, or the Property in any way which interferes with the use of the Site by SUBLESSOR. Such interference shall be deemed a material breach, and in the event of such interference caused by SUBLESSEE, SUBLESSEE shall terminate said interference promptly upon notice from SUBLESSOR. In the event SUBLESSEE fails to stop such interference within forty-eight (48) hours after receipt of such notice, SUBLESSEE shall cease operation of the Facility until such interference is eliminated.

B. Telecommunications: SUBLESSEE shall meet and comply with all non-interference rules of the Federal Communications Commission (hereinafter "FCC"). Subject to SUBLESSEE'S rights hereunder, SUBLESSEE shall not use, nor shall SUBLESSEE permit its employees, invitees, agents or any others under its control to use the Facility, the Site, or the Property in any way which materially interferes with the operations of other telecommunications users on the Property existing as of the date of execution of this Agreement. Upon written notification from SUBLESSOR, any such interference shall be deemed a material breach of this Agreement by SUBLESSEE, and SUBLESSEE shall have the responsibility to terminate said interference. SUBLESSEE acknowledges that continuing interference may cause irreparable injury to other telecommunications users. Therefore, in the event SUBLESSEE does not terminate said

interference within forty-eight (48) hours of written notice from SUBLESSOR, SUBLESSEE shall cease operation of the Facility until such interference is eliminated, and such user(s) shall have the right to bring an action to enjoin such interference and collect damages from SUBLESSEE.

SUBLESSOR, its employees, invitees, agents, licensees or any others under its control, shall not use the Site in any way which materially interferes with the operations of SUBLESSEE. Upon written notification from SUBLESSEE, any such interference shall be deemed a material breach of this Agreement by SUBLESSOR, and SUBLESSOR shall have the responsibility to promptly terminate said interference within fifteen (15) days of such notice. In the event such interference is not eliminated within fifteen (15) days of notice from SUBLESSEE, SUBLESSEE shall have the right to bring an action to enjoin such interference and to collect damages.

C. Equipment Modification: SUBLESSEE shall obtain the written consent of SUBLESSOR prior to any proposed change in SUBLESSEE'S use, including, but not limited to, power, location or size of the Facility. Notwithstanding the preceding sentence, SUBLESSEE, upon notice to SUBLESSOR, may modify or upgrade its equipment and antennas, so long as such alterations do not change their power, exterior location or size, or otherwise conflict with Section 4, PURPOSE AND USE, or Exhibit "B," without the written consent of SUBLESSOR. SUBLESSEE may remove its radio equipment, antennas, cabling, back up batteries and related equipment at any time.

13. UTILITY CHARGES: SUBLESSOR shall be responsible for supplying, maintaining and paying the cost for all power and utilities for the Site and Facility.

14. MAINTENANCE AND REPAIR: SUBLESSEE agrees to keep in good maintenance and repair, at its sole expense, the Subleased Premises and its Facility. SUBLESSOR agrees to keep in good maintenance and repair, at its sole expense, the Site, including the equipment shelter and appurtenances thereto, such as the electrical generator.

15. ASSIGNMENT/SUBLEASE: SUBLESSEE shall not assign or sublicense the Subleased Premises, any part thereof or any right or privilege appurtenant thereto, without SUBLESSOR'S prior written consent.

16. INDEMNIFICATION: SUBLESSEE shall defend, indemnify, and save harmless SUBLESSOR, its officers, agents and employees (if any) from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments, or liabilities arising out of this Agreement, or occasioned by the performance or attempted performance of the provisions hereof, including but not limited to any act or omission to act on the part of SUBLESSEE or its agents, employees, or independent contractors.

SUBLESSOR shall defend, indemnify, and save harmless SUBLESSEE, its officers, agents and employees (if any) from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments, or liabilities arising out of this Agreement, or occasioned by the performance or attempted performance of the provisions hereof, including but not limited to any act or omission to act on the part of SUBLESSOR or its agents, employees, or independent contractors.

17. INSURANCE: SUBLESSOR understands and acknowledges that SUBLESSEE is permissively self-insured for Workers Compensation, and that SUBLESSEE is self insured for General and Automobile Liability Insurance.

SUBLESSEE understands and acknowledges that SUBLESSOR is permissively self-insured for Workers Compensation, and that SUBLESSOR is self insured for General and Automobile Liability Insurance.

18. **NONDISCRIMINATION:** SUBLESSEE shall comply with SUBLESSOR'S laws, rules and regulations regarding nondiscrimination as such are found in the San Luis Obispo County Code and as such may from time to time be amended. These provisions are incorporated herein as if they were fully set forth.

Noncompliance with provisions of this section shall constitute a material breach of this Agreement and in addition to any other remedies provided by law, SUBLESSOR shall have the right to terminate this Agreement and the interest hereby created without liability therefore.

19. **ENVIRONMENTAL IMPAIRMENT:** Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Facility, the Site, or the Property due to SUBLESSEE'S use and occupancy, SUBLESSEE shall clean all property affected to the satisfaction of SUBLESSOR and any governmental body having jurisdiction thereover. SUBLESSEE shall indemnify, hold harmless, and defend SUBLESSOR from and against all liability, claim, cost, and expense (including without limitation any fines, penalties, judgments, litigation costs, reasonable attorney's fees, and consulting engineering and construction costs) incurred by SUBLESSOR as a result of SUBLESSEE'S breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution due to SUBLESSEE'S use and occupancy, regardless of whether such liability, cost or expense arises during or after the term of this Agreement, except to the extent caused by the negligence or willful misconduct of SUBLESSOR.

20. **TOXICS:** SUBLESSEE shall not manufacture or generate hazardous wastes on or in the Facility, Site, Property, or surrounding property unless specifically authorized by this Agreement. SUBLESSEE shall be fully responsible for any hazardous wastes, substances or materials as defined under federal, state or local law, regulation, or ordinance that are manufactured, generated, used, placed, disposed, stored, or transported by SUBLESSEE, its agents, employees, or designees on or in the Facility, the Site, Property, or surrounding property during the term of this Agreement and shall comply with and be bound by all applicable provisions of such federal, state, or local law, regulation, or ordinance dealing with such wastes, substances, or materials. SUBLESSEE shall notify SUBLESSOR and the appropriate governmental emergency response agency(ies) immediately in the event of any release or threatened release of any such wastes, substances or materials.

21. **NOTICES:** Any notice to be given to the parties shall be in writing and shall be served, either personally or by mail, to the following:

SUBLESSOR: County of San Luis Obispo
General Services Agency
1087 Santa Rosa Street
San Luis Obispo, CA 93408
Attn: Real Property Manager

SUBLESSEE: County of Santa Barbara
General Services Department
1105 Santa Barbara Street
Santa Barbara, CA 93101
Attn: Real Property Manager

or to the parties at such other place as may be designated in writing. Such notices shall be served by depositing them addressed as set out above, postage prepaid, in the U.S. mail, reliable overnight courier, or by personal delivery. The date of mailing, or in the event of personal delivery, the date of delivery shall constitute the date of service.

22. **DEFAULT:** Except as otherwise required herein, should SUBLESSEE at any time be in material default hereunder with respect to any covenant contained herein, SUBLESSOR shall give notice to SUBLESSEE specifying the particulars of the default and SUBLESSEE shall promptly commence remedial action to cure the default. Should such default continue uncured for a period of thirty (30) calendar days from such notice, this Agreement shall terminate at the option of the SUBLESSOR, unless the cure of such default shall reasonably take more than thirty (30) calendar days, in which case SUBLESSEE shall proceed with all due speed to cure the default and shall have a reasonable time to effectuate its cure.

23. **REMEDIES:** In the event of a default or breach, either party may exercise any right or remedy at law or in equity which such party may have by reason of such default or breach including, but not limited to, the following:

A. The nondefaulting party may waive the default or breach in accordance with Section 28, **WAIVER**, herein below.

B. The nondefaulting party may maintain this Agreement in full force and effect and recover whatever monetary loss(es) may have resulted from such default or breach.

C. Where SUBLESSEE is the nondefaulting party, SUBLESSEE may terminate the Agreement and surrender use of the Site.

D. Where SUBLESSOR is the nondefaulting party, SUBLESSOR may terminate the Agreement and SUBLESSEE shall vacate the Site within sixty (60) days of written notice from SUBLESSOR.

24. **TERMINATION:** This Agreement shall terminate and all rights of SUBLESSEE shall cease and SUBLESSEE shall quietly and peacefully deliver to SUBLESSOR, possession and interest in the Site:

A. Upon expiration or earlier termination of the Agreement as provided in Section 5, **TERM**, and Section 6, **EXTENSION AND RENEWAL OF SUBLEASE**; or

B. Upon the failure of SUBLESSEE to satisfy, observe or perform any of the covenants, conditions or reservations set forth in this Agreement and the expiration of the cure period as provided in Section 22, **DEFAULT**; or

C. In the event SUBLESSEE is found to be in material non-compliance with Exhibit "B" of this Agreement and such non-compliance is not resolved in a timely fashion; or

D. After making all reasonable and bona fide efforts to obtain applicable certificates, permits and approvals, if any of SUBLESSEE'S applications for applicable certificates, permits and other approvals issued to SUBLESSEE are canceled, expire, lapse, or are otherwise withdrawn or terminated by governmental authority so that SUBLESSEE will no longer be able to

use the Site for its intended purposes or the SUBLESSEE reasonably and in good faith determines that the Site is no longer technologically feasible for its intended use. Such termination shall be effective upon written notice to SUBLESSOR in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice by SUBLESSOR.

25. **SURRENDER OF PREMISES:** Upon expiration or termination of this Agreement, SUBLESSEE shall vacate and surrender possession of, and any claim to, the Subleased Premises, leaving it in good condition, except for ordinary wear and tear.

SUBLESSEE shall remove the Facility within sixty (60) days after the date of such expiration or termination. Alternatively, upon such expiration or termination, SUBLESSOR may request in writing at least thirty (30) days prior to such expiration or termination the removal of the Facility, in whole or in part, and if SUBLESSOR so requests, SUBLESSEE shall remove or have said Facility, or such lesser portions as SUBLESSOR may request, removed as soon as is practicable at SUBLESSEE'S sole cost.

Upon completion of SUBLESSEE'S removal of its Facility, SUBLESSEE shall provide the SUBLESSOR with written notice that said Facility has been removed and the Subleased Premises has been restored to good condition.

26. **DESTRUCTION:** If the Facility or the Site is partially or totally destroyed by fire or other casualty, this Agreement, at the option of SUBLESSEE, shall terminate.

27. **COMPLIANCE WITH THE LAW:** SUBLESSEE shall comply with all local, County, State, and Federal laws, rules, and regulations affecting the Facility, Site, or Property now or hereafter in effect.

28. **WAIVER:** It is understood and agreed that any waiver, express or implied, of any term of this Agreement shall not be, nor construed to be, a waiver of any subsequent breach of a like kind or of any other provision of this Agreement.

29. **SEVERABILITY:** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

30. **CONSTRUCTION:** The parties agree that each party and its respective counsel have reviewed and approved this Agreement to the extent that each party in its sole discretion has desired, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement. The terms and provisions of this Agreement embody the parties' mutual intent, and this Agreement shall not be construed more liberally in favor of, nor more strictly against any party hereto

31. **ENTIRE AGREEMENT:** The parties to this Agreement intend that their negotiations, conversations and statements made prior to execution of this Agreement are fully integrated and expressed herein, and no such negotiations, conversations, and statements shall be deemed to create rights or obligations other than those stated herein.

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APN: 131-040-003
SLO Folio #: PY-10
SBC Folio #: 003639
SLO Agent: LVF /SBC Agent: HCH

IN WITNESS WHEREOF, SUBLESSOR and SUBLESSEE have executed this Agreement by the respective authorized officers as set forth below to be effective as of the date executed by SUBLESSOR.

"SUBLESSOR"
COUNTY OF SAN LUIS OBISPO

ATTEST:
CLERK OF THE BOARD

By: _____
Chair, Board of Supervisors

By: _____
Deputy

Effective Date: _____

APPROVED AS TO FORM AND
LEGAL EFFECT:

WARREN R. JENSEN
County Counsel

By: _____
Deputy County Counsel

Date: _____

Project: Plowshare Peak Comm Site
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"SUBLESSEE"
COUNTY OF SANTA BARBARA

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

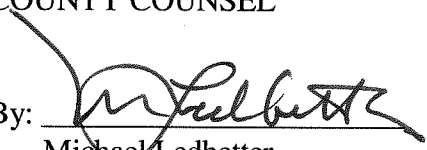
By: _____
Chair, Board of Supervisors

By: _____
Deputy

Date: _____

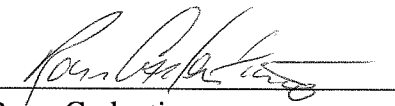
APPROVED AS TO FORM:
DENNIS A. MARSHALL
COUNTY COUNSEL

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

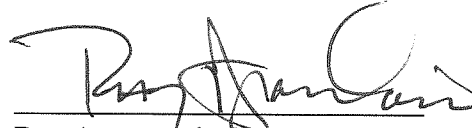
By: 
Michael Ledbetter
Senior Deputy County Counsel

By: 
Deputy

APPROVED:


Ronn Carlentine
Real Property Manager

APPROVED AS TO INSURANCE FORM:


Ray Aromatorio, ARM, AIC
Risk Program Administrator

T.11N., R.30W., S.B.B.8M.

131-04

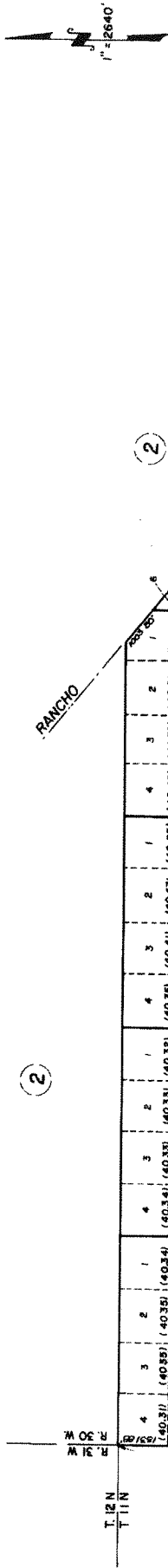


EXHIBIT A

The Property

Assessor's Map Bk.131 - Pg.04
County of Santa Barbara, Calif.

NOTE - Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

17/84

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(3)

Bk. 147

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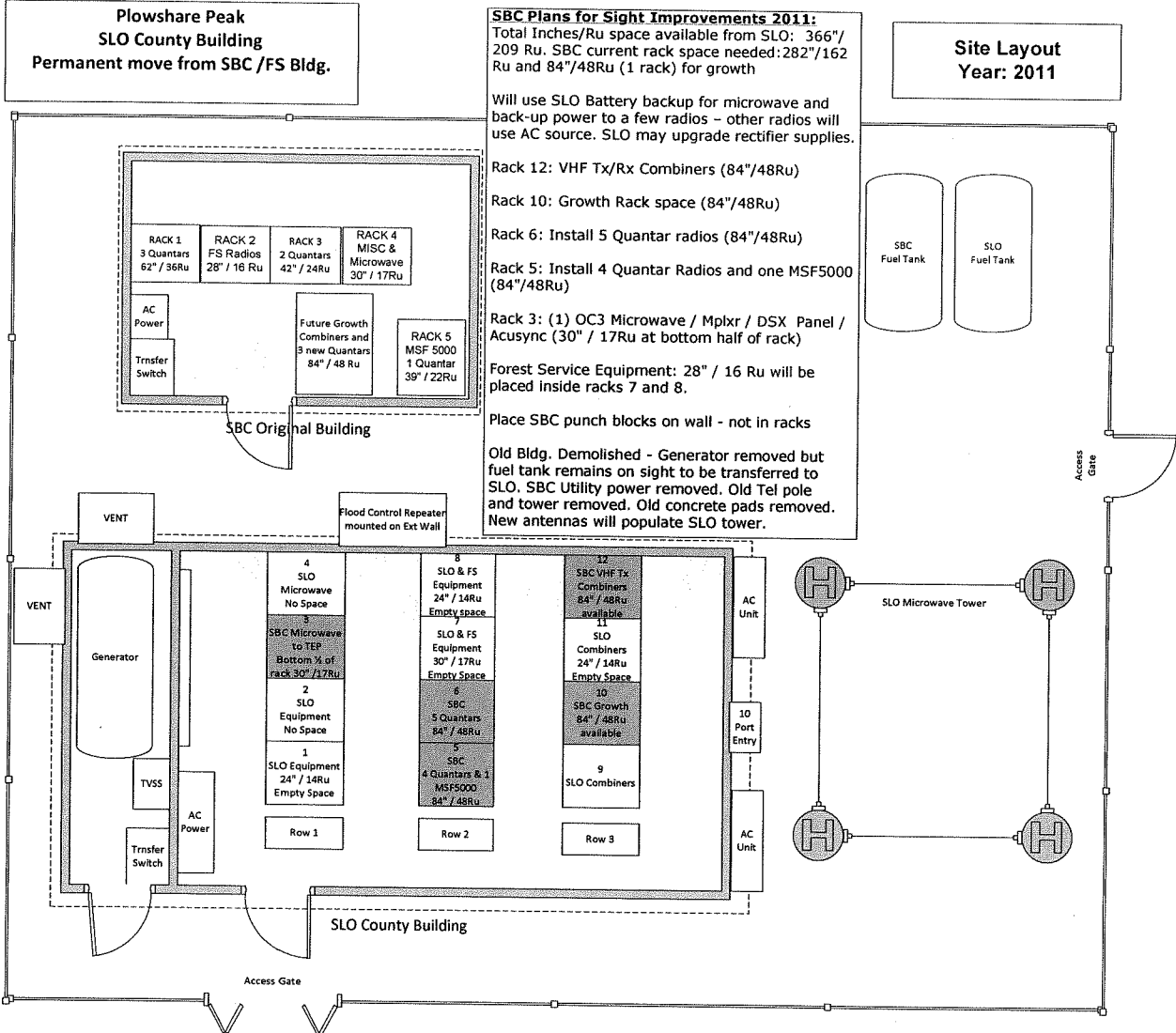
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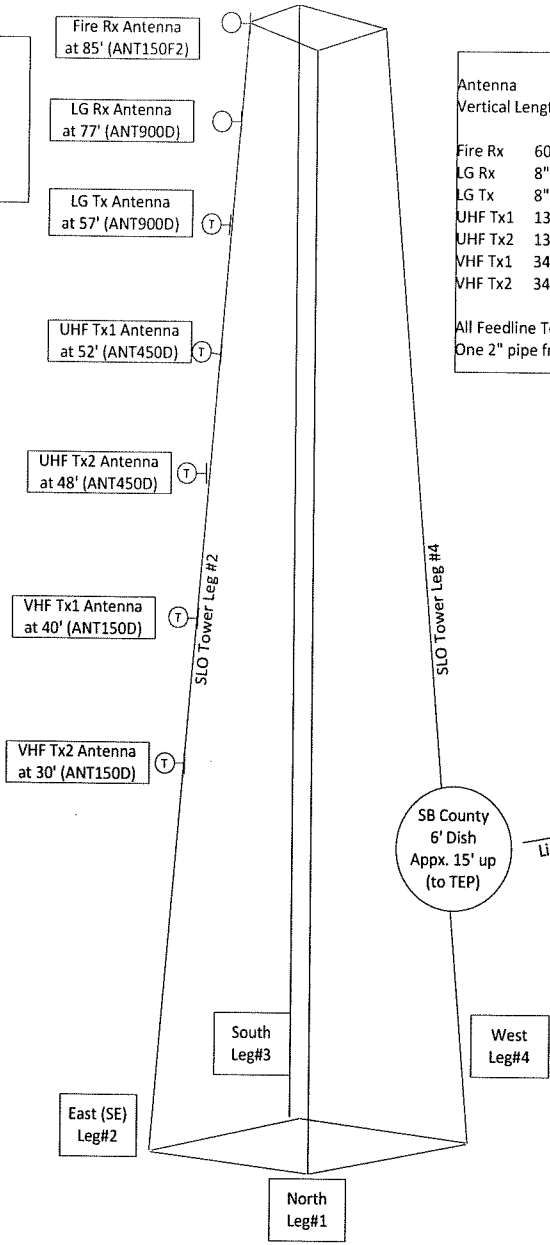
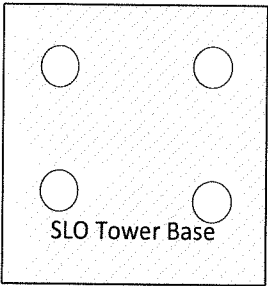
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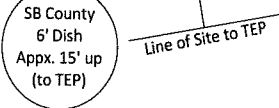
**EXHIBIT "B" - PAGE 1 OF 2
BUILDING AND EQUIPMENT LAYOUT**

**PLOWSHARE Peak:
SBC Antenna Locations
2011**



Antenna	Vertical Length	Distance from Face of pipe mount to center of Antenna	Frequency
Fire Rx	60"	N/A	148-175MHz
LG Rx	8"	6.2"	800-1000MHz
LG Tx	8"	6.2"	800-1000MHz
UHF Tx1	13"	12.1"	406-512MHz
UHF Tx2	13"	12.1"	406-512MHz
VHF Tx1	34"	3'	138-175MHz
VHF Tx2	34"	3'	138-175MHz

All Feedline Term – NF
One 2" pipe from 82" down to 26"



**EXHIBIT "B" - PAGE 2 OF 2
TOWER DRAWING**