



City of Lake Elsinore

"Home of the Diamond Stadium"

April 7, 1998

Mr. Jim Bolton, Project Manager
Centex Homes
15635 Alton Parkway, Suite 260
Irvine, CA 92618

Regarding: McVicker Lease Agreement

Dear Jim:

I would like to take this opportunity to thank you and Centex Homes for your cooperation and assistance in working with the City to finalize the lease agreement at McVicker Park with Pacific Bell Mobile Services.

As you are aware, the City of Lake Elsinore accepted the grant deed for the park site on January 28, 1997 from Centex Homes as part of the reimbursement agreement for development of McVicker Canyon Park.

On August 2, 1996, Centex Homes entered into a lease agreement with Pacific Bell Mobile Services for the construction of a radio communication antenna. The lease required a monthly lease payment of one thousand dollars (\$1,000.00) to the property owner of the antenna site. With the property changing hands in February of 1997, the City is requesting reimbursement of \$15,000 (15 months at \$1,000 per month) for those lease payments made to Centex Homes on behalf of the City as the property owner.

Again, we appreciate the cooperation of Centex Homes and hope we will again work together in the future.

Sincerely,

David W. Sapp
Community Services Director

/mj

c. City Manager
Administrative Services Director
Recreation and Tourism Manager
City Attorney

RECORDING REQUESTED BY
STEWART TITLE of The Inland Empire

AND WHEN RECORDED MAIL TO:

NAME CITY OF LAKE ELSINORE
ADDRESS 130 NORTH MAIN STREET
CITY LAKE ELSINORE
STATE & ZIP CALIFORNIA 92530

052268

RECEIVED FOR RECORD
AT 8:00 O'CLOCK

FEB 18 1997

Recorded in Official Records
of Riverside County, California

Recorder

Fees \$

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

TITLE ORDER NO. _____

ESCROW OR LOAN NO. _____

APN NO. 005052/05007

TRA NO. 391-260-032-0

391-260-036-4

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is _____ CITY TAX

- ☐ Computed on full value of property conveyed, or
☐ Computed on full value less value of liens or encumbrances remaining at time of sale.
☐ Unincorporated area:
☒ City of Lake Elsinore, and

FOR A VALUEABLE CONSIDERATION, receipt of which is hereby acknowledged
2728 HOLDING CORPORATION, A NEVADA CORPORATION, WHICH ACQUIRED TITLE AS AND WAS FORMERLY
KNOWN AS CENTEX REAL ESTATE CORPORATION, A NEVADA CORPORATION

hereby GRANT(S) to
CITY OF LAKE ELSINORE

the following described real property in the County of Riverside, State of California:
Parcel 4 of Parcel Map 25347, as shown by map on file in Book 162 Page(s) 76 through 78, inclusive of Parcel
Maps, Records of said County.

Dated: January 3, 1997

2728 HOLDING CORPORATION, A NEVADA
CORPORATION FORMERLY KNOWN AS CENTEX
REAL ESTATE CORPORATION, A NEVADA CORP

STATE OF CALIFORNIA

County of Riverside ss.

On _____ before me _____, a Notary Public in and for said
State, personally appeared _____ personally known to me (or
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), or the entity upon behalf of which
the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Larry B. Ludwig
LARRY B. LUDWIG, DIVISION PRESIDENT

Rene C. Millar
RENE C. MILLAR, ASSIST. SEC./DIV. CONTROLLER

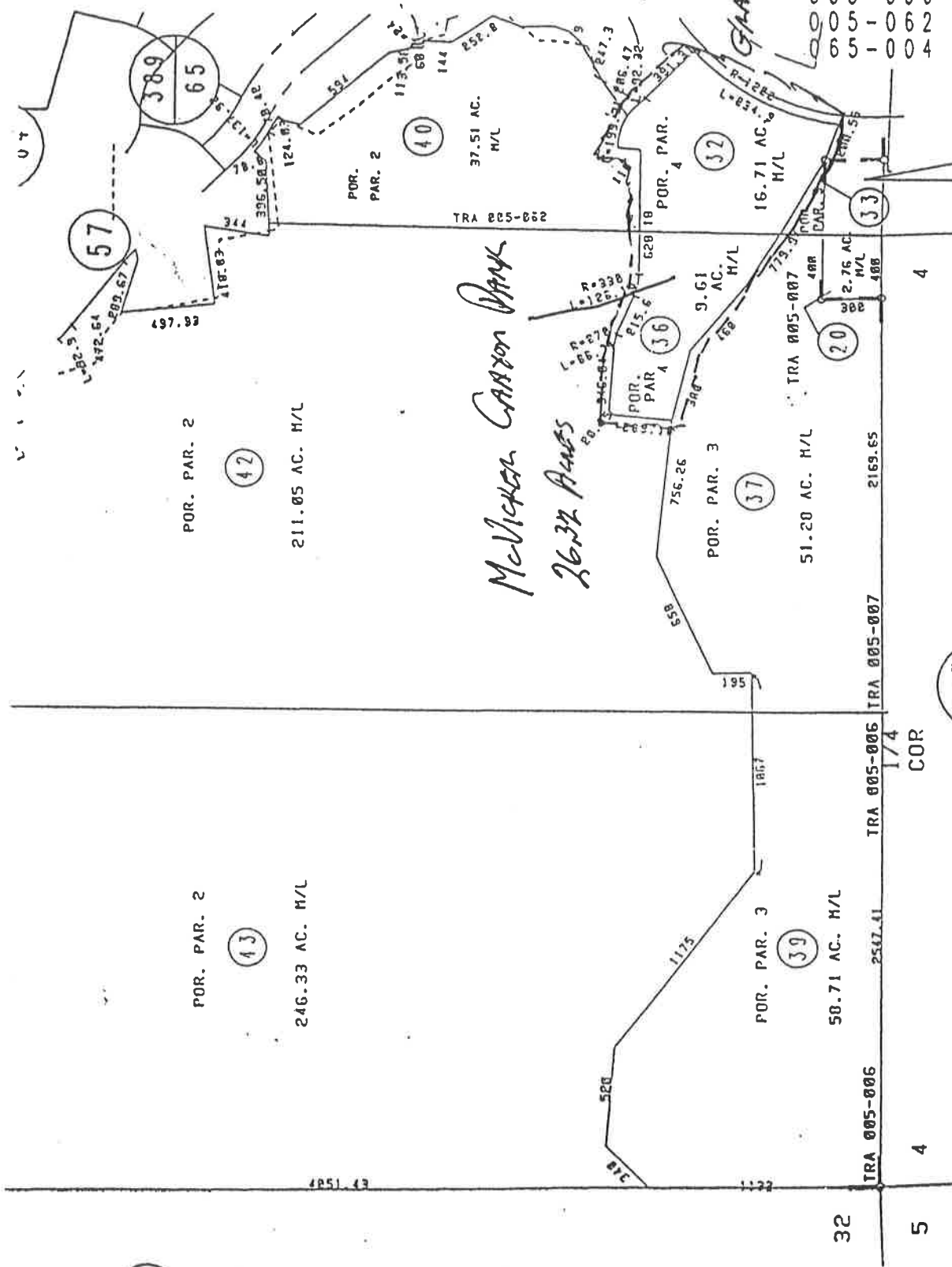
RD # 2376

1.5S., R. 5W
INORE

T. R. A.

391-26
18-6

005-007
065-017
065-002
005-074
005-006
005-062
65-004



1" = 800'

27

PM 89/71 PARCEL MAP NO. 11016
PM 126/9-10 PARCEL MAP NO. 19298
PM 162/76-78 PARCEL MAP NO. 25347

JUN. 1973
REV. Sep 1995

REVISIONS		
DATE	OLD NO	NEW NO
3/79	819	20
5/81	11	21-23
1/85	6, 5	24
1/85	24	25-28
1/85	5	29
REVISIONS		
1/85	7	30
4/90	17	34-37
4/90	18	38, 39
4/90	389-6-10	11, 040-5
3/91	31	40
3/91	34	41
3/91	35	42
9/92	36	43, 44
3/94	7	45, 46
9/95	41	PGS. 56-57

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of RIVERSIDE

On JANUARY 9, 1997 before me, MARGARET TAULANE, NOTARY PUBLIC
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared LARRY B. LUDWIG AND RENE C. MILLAR
NAME(S) OF SIGNER(S)

☒ personally known to me - ~~ON~~ ☐ 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 ac-
 knowledged 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.



WITNESS my hand and official seal.

Margaret Taulane
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☒ CORPORATE OFFICER:
LARRY B. LUDWIG AND RENE C. MILLAR
DIV. PRES. TITLE(S) DIV. CONT/ASSIST. SEC.
- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT
 MCVICKER CANYON PARK-SELLING TO CITY
 APN 005052/2005007
 GRANT DEED - LAKE ELSINORE

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

CENTEX HOMES - 2728 HOLDING CORP., A NEV. CORP. SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

52268

No. 5907

State of CALIFORNIA

County of RIVERSIDE

On JANUARY 9, 1997 before me, MARGARET TAULANE, NOTARY PUBLIC
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared LARRY B. LUDWIG AND RENE C. MILLAR
NAME(S) OF SIGNER(S)

☒ personally known to me - ~~OR~~ ☐ 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 ac-
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 the same in his/her/their authorized
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☒ CORPORATE OFFICER

LARRY B. LUDWIG AND RENE C MILLAR
DIV.PRES. TITLE(S) DIV.CONT/ASSIST.SEC.

- ☐ PARTNER(S) ☐ LIMITED
☐ ATTORNEY-IN-FACT ☐ GENERAL
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

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MCVICKER CANYON PARK-SELLING TO CITY
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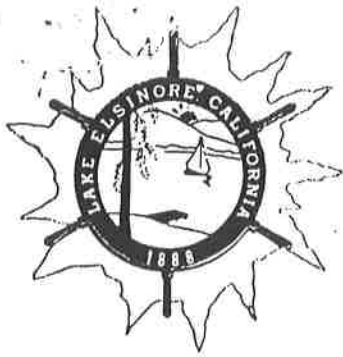
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52268

City of Lake Elsinore

"Home of the Diamond Stadium"

Kevin W. Pape
Mayor

Genie Kelley
Mayor Pro Tem

George G. Abongi
Councilman

Pamela Brinley
Councilwoman

Daniel Metzger
Councilman

Ron Molendyk
City Manager

CERTIFICATE OF ACCEPTANCE

GRANT DEED

DATED: January 3, 1997

**FROM: Larry B. Ludwig & Rene C. Millar
On Behalf of Centex Real Estate
Corporation**

TO THE CITY OF LAKE ELSINORE, A MUNICIPAL CORPORATION AND A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, IS HEREBY ACCEPTED BY THE UNDERSIGNED OFFICER ON BEHALF OF THE CITY OF LAKE ELSINORE, AND THE GRANTEE CONSENTS THEREOF BY ITS DULY AUTHORIZED AGENT.

THIS ACTION WAS APPROVED BY THE LAKE ELSINORE CITY COUNCIL DURING A REGULAR SESSION ON JANUARY 28, 1997.

DATED: January 30, 1997



Vicki Kasad
VICKI KASAD, CITY CLERK
CITY OF LAKE ELSINORE

Via U.S. Mail

March 24, 1998

Dave Sapp, Community Services Director
City of Lake Elsinore
130 South Main Street
Lake Elsinore, California 92530

RECEIVED
MAR 30 1998
Community Services

Re: Communications Site Lease Agreement - CM-265-02

Dear Mr. Sapp:

It has come to our attention that the City of Lake Elsinore has purchased the real property located at 29355 Grand Avenue, Lake Elsinore, California 92531. As you are probably aware, Pacific Bell Mobile Services has leased space at the above referenced address for the purpose of operating a communications site. In order to forward the monthly rent payments to the appropriate party, we will need the following information:

1. A letter designating the name and address of the payee for the City of Lake Elsinore, as well as the name and address to send any correspondence and/or notices
2. Signing authority documents for the party designating the above information
3. Completed substitute W-9 form

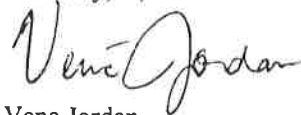
For your convenience, I am enclosing a substitute W-9 form for completion.

If there is any additional information that you feel we should have in our files, please feel free to forward them as well.

I have enclosed a copy of the Communications Site Lease Agreement dated August 5, 1996 for your records.

We look forward to working with you and having you as a part of this new and exciting era in wireless telecommunications. If you have any questions, please feel free to contact our Property Management Department at (800) 355-1802.

Sincerely,



Vena Jordan
Property Management
SBA, Inc.
An Independent Contractor
Representing PBMS

cc: file

Enclosures

Pacific Bell Mobile Services
Vendor Tax Information
Substitute W-9 form and
590 form (Nonresident Withholding Exemption Certificate)

☐ **Individual - Sole Proprietor**

Social Security # or Employer ID # _____

Name as it Appears on Social Security Card _____

Business Name _____

We must use your name as it appears on the Social Security card on Form 1099-MISC. If we do not use the name that agrees with the Social Security number, the IRS may require Pacific Bell Mobile Services to withhold 31% of the amount payable to you.

☐ **Partnership**

☐ **Limited Liability Company (LLC)**

Federal Employer Identification Number _____

Name of Company _____

☐ **Corporation**

Federal Employer Identification Number _____

California Employer Identification Number _____

Name of Corporation _____

☐ **Tax Exempt Organization**

Why are You Tax Exempt? _____

Federal Identification Number _____

MUNICIPALITY

95-6000707

CALIFORNIA RESIDENCY

These questions must be answered:

Resident of California? Check One

☒ Yes

☐ No

If No, are you Registered to do business in California?

☐ Yes

☐ No

Sold goods only - No Services

☐ Yes

☒ No

If yes, do you collect California Sales & Use tax?

Performed services outside Calif. only

☐ Yes

☒ No

Type of service?

Waiver from the FTB is Attached

☐ Yes

☒ No

California Revenue and Taxation Code Sec. 18662 requires Pacific Bell Mobile Services to withhold 7% California income tax from payment to any vendor who performs SERVICES in California and does not have a permanent place of business in California or who is not registered to do business in California. You are exempt if you have sold ONLY goods and no services and if your service was performed outside California. You are also exempt if you have a waiver from the withholding requirements issued by the California Franchise Tax Board.

I hereby certify under penalty of perjury that the information provided on this document is true and correct.


Signature

ADMIN. SERVICES DIR.

Title

4/7/98

Date

(909) 674-3124

Telephone

Company Name: CITY OF LAKE ELSINORE

Address: 130 S. MAIN ST.

City: LAKE ELSINORE

State: CA

Zip: 92530

The above information MUST be completed to guarantee timely payments. If you have any questions please call Renee Taylor (510) 227-2273. Return to:

Pacific Bell Mobile Services
Accounts Payable, 4th Floor
4420 Rosewood Drive, Bldg. 2
Pleasanton, CA 94588

Fax # (510) 227-3270

COMMUNICATIONS SITE LEASE AGREEMENT

THIS COMMUNICATIONS SITE LEASE AGREEMENT ("Lease") dated as of August 5, 1996, is between PACIFIC BELL MOBILE SERVICES, A CALIFORNIA CORPORATION ("Lessee") and CENTEX HOMES, A NEVADA GENERAL PARTNERSHIP ("Lessor").

The parties hereto agree as follows:

1. **Premises.** Lessor owns the real property legally described in Exhibit "A" ("Lessor's Property") commonly known as 29355 Grand Avenue, Lake Elsinore, CA 92531 (Assessor's Parcel Number 391-260-032 & 036). Subject to the following terms and conditions, Lessor leases to Lessee that portion of Lessor's Property depicted in Exhibit "B", including easements agreed upon by Lessor and Lessee (the "Premises").
2. **Use.** The Premises may be used by Lessee only for mobile/wireless communications services, including without limitation, the transmission and reception of radio communication signals on various frequencies and the construction, maintenance and operation of related communications facilities. Lessor agrees, at no expense to Lessor, to cooperate with Lessee 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 provided such action does not restrict, limit or impose any conditions or obligations upon the Premises or Lessor's Property.
3. **Conditions Precedent.** Performance by Lessee under this Lease shall be conditioned upon (i) review and approval of this Lease by Lessee's legal counsel and Network Deployment Manager, (ii) execution of this Lease by Lessee's authorized representative, (iii) satisfactory results of Tests (as defined in Section 6(a) below), (iv) a good faith determination by Lessee of the suitability of the Premises in its discretion, and (v) approval and issuance of all necessary governmental approvals and permits to enable Lessee to construct and operate mobile/wireless communications facilities on the Premises. Lessee shall use its commercially reasonable efforts to obtain such permits and approvals as soon as practicable. If by December 31, 1996 Lessee or its assigns have not received such necessary licenses, permits and approvals, this Lease shall be null and void and of no force or effect.
4. **Term.** The term of this Lease ("Term") shall be five (5) years commencing with the issuance of a local building permit allowing Lessee to construct its mobile/wireless communications facilities on the Premises, or December 31, 1996, whichever is earlier ("Commencement Date"). Lessee shall have the right to extend the Term of this Lease for five (5) additional terms ("Renewal Term") of five (5) years each. The terms and conditions for each Renewal Term shall be the same terms and conditions of this Lease, except that Rent shall be increased as set forth below. This Lease shall automatically be extended for each successive five (5) year Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to extend this Lease at least thirty (30) days prior to the expiration of the first five (5) year Term or any Renewal Term.
5. **Rent.** Upon the Commencement Date, Lessee shall pay Lessor, as rent, the sum of One Thousand Dollars (\$1,000.00) ("Rent") per month. Rent shall be payable on the first day of each month, in advance, to Lessor or Lessor's payee as specified in Section 19, Miscellaneous. Rent shall be increased at the beginning of each Renewal Term by an amount equal to fifteen percent (15%) of the Rent for the previous Term (or Renewal Term).

If the Commencement Date is other than the first day of a calendar month, Lessee may pay on the first day of the Term the prorated Rent for the remainder of the calendar month in which the Term commences, and thereafter, Lessee shall pay a full month's Rent on the first day of each calendar month, except that payment shall be prorated for the final fractional month of this Lease, or if this Lease is terminated before the expiration of any month for which Rent should have been paid.

6. Improvements; Access.

(a) Lessee shall have the right (but not the obligation) at any time following the full execution of this Lease and prior to the Commencement Date to enter the Premises for the purpose of making necessary inspections, engineering surveys (and soil tests where applicable) and other reasonably necessary tests (collectively "Tests") to determine the suitability of the Premises for Lessee's Facilities (as defined herein). During any Tests, conducted during the term of the Lease and any extensions of the Lease, Lessee will have insurance as set forth in Section 13, Insurance. Lessee will notify Lessor of any proposed Tests and will coordinate the scheduling of same with Lessor. If, by December 31, 1996, Lessee determines that the Premises are unsuitable for Lessee's contemplated use, then Lessee will notify Lessor and this Lease will terminate.



(b) Lessee has the right to construct, maintain and operate on the Premises radio communications facilities, including but not limited to radio frequency transmitting and receiving equipment, batteries, utility lines, transmission lines, radio frequency transmitting and receiving antennas and supporting structures and improvements ("Lessee's Facilities") which have been approved by Lessor prior to December 31, 1996. In connection therewith, Lessee has the right to do all work necessary, after obtaining Lessor's written approval, to prepare, add, maintain and alter the Premises for Lessee's communications operations and to install utility lines and transmission lines connecting antennas to 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 Lessee's Facilities and any equipment placed on the Premises by Lessee shall be held by Lessee. All of Lessee's Facilities shall remain the property of Lessee and are not fixtures. Lessee shall keep the Premises clean and shall not create any waste on or near the Premises or Lessor's Property.

(c) Lessor shall provide access to Lessee, Lessee's employees, agents, contractors and subcontractors to the Premises twenty-four (24) hours a day, seven (7) days a week, at no charge to Lessee. Lessor represents and warrants that it has full rights of ingress to and egress from the Premises, and hereby grants such rights to Lessee to the extent required to construct, maintain, install and operate Lessee's Facilities on the Premises. Lessee's exercise of such rights shall not cause undue inconvenience to Lessor or cause disturbance to surrounding residences.

(d) Lessor shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow access. Lessor shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Lessee's use of such roadways. If Lessee causes any such damage, it shall promptly repair same.

(e) Lessee shall have the right to install utilities, at Lessee's expense, and to improve the present utilities on or near the Premises (including, but not limited to the installation of emergency back-up power). Subject to Lessor's approval of the location, which approval shall not be unreasonably withheld, Lessee shall have the right to place utilities on (or to bring utilities across) Lessor's Property as depicted in Exhibit "B" in order to service the Premises and Lessee's Facilities. Upon Lessee's request, Lessor shall execute recordable easement(s) evidencing this right. Location of the utilities and easements shall be agreed upon prior to December 31, 1996.

(f) Lessee shall fully and promptly pay for all utilities furnished to the Premises for the use, operation and maintenance of Lessee's Facilities.

(g) Lessee shall remove all Lessee's Facilities at its sole expense on the expiration, cancellation or early termination of the Term or any Renewal Term. Lessee shall repair any damage to the Premises caused by such removal and shall return the Premises to the condition which existed on the Commencement Date, reasonable wear and tear or damage caused by natural disaster excepted. Upon removal of Lessee's Facilities, Lessee, however, shall not be required to remove any foundation, cables or wires.

(h) Lessee will not permit any mechanic's or materialmen's or other liens on Lessor's Property for any labor or material furnished Lessee in connection with work performed. Where, for any reason, a lien has been filed against Lessor's Property, Lessee shall pay the determined amount of such lien with all costs, fees and charges, thereby releasing such lien. Lessee shall have the right to contest the validity, nature or amount of any such lien but, upon the final determination of such questions, shall immediately pay any adverse judgment rendered with all proper costs and charges and shall have the lien released at its own expense. If Lessee desires to contest any such lien, then prior to commencing such contest, it will post a bond, to release the lien.

(i) Prior to commencing construction of Lessee's Facilities, Lessee shall obtain Lessor's approval of Lessee's work plans, which approval shall not be unreasonably withheld. Lessor shall give such approval or disapproval with particular concerns noted therein within ten (10) working days of Lessor's receipt of Lessee's work plans. If Lessor does not provide such approval or request for changes within such ten (10) working day period, it shall be deemed to have approved the plans. Lessor shall not be entitled to receive any additional consideration in exchange for giving its approval of Lessee's plans.

7. **Interference with Communications.** Lessee's Facilities shall not disturb the communications configurations, equipment and frequency which exist on Lessor's Property on the Commencement Date ("Pre-existing Communications"), and Lessee's Facilities shall comply with all non-interference rules of the Federal Communications Commission ("FCC"). Lessor shall not intentionally permit the use of any portion of Lessor's Property in a way which interferes with the communications operations of Lessee described in Section 2, above, ("the Impediment"). If Lessor is unable or unwilling to remedy the Impediment with good faith reasonable efforts within two (2) business days after written notice from Lessee setting forth a description of the Impediment; and the Impediment still exists, then Lessee's only recourse shall be to terminate this Lease immediately upon notice to



14. Indemnity.

(a) Lessee's Indemnity. Lessee shall indemnify, defend, and hold Lessor, its employees, successors and assigns harmless and defend from and against any and all loss, cost, claim, liability, action, damage, injury to or death of any person (including reasonable attorneys' fees) ("Claims"), arising out of or connected with Lessor or its agents, contractors, guest or invitees use of the Premises and/or of Lessee, its agents or contractors, except for Claims arising out of (i) the sole negligence or willful misconduct of Lessor; (ii) violation of law by Lessor that is the sole cause of the damage; (iii) breach of any duty or obligation by Lessor under this Lease that is the sole cause of the damage.

(b) Lessor's Indemnity. Lessor shall indemnify, defend, and hold Lessee, its employees, successors and assigns harmless from and against any and all loss, cost, claim, liability, action, damage, injury to or death of any person (including reasonable attorneys' fees) ("Claims"), arising out of or connected with the Premises and that is caused solely by Lessor due to (i) the gross negligence or willful misconduct of Lessor; (ii) violation of law by Lessor; (iii) breach of any duty or obligation by Lessor under this Lease.

(c) Survival. The foregoing indemnity in (a) and (b) will survive the termination, cancellation or expiration of this Lease.

15. Assignment. Lessee may assign this Lease at any time upon notice to Lessor, subject to Lessor's approval which shall not be unreasonably withheld. Notwithstanding the foregoing, Lessee may assign this Lease to any corporate affiliate or purchaser of all or substantially all of Lessee's stock or assets without Lessor's approval.

16. Title.

(a) Lessor warrants that it has full right, power and authority to execute this Lease.

(b) Lessee has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Lessee, such title report shows any defects of title or any liens or encumbrances which may adversely affect Lessee's use of the Premises, prior to the Commencement Date, Lessee shall have the right to terminate this Lease immediately upon written notice to Lessor.

(c) Lessor agrees to obtain, for the benefit of Lessee, a Non-Disturbance Agreement from the present mortgagee(s) or holder of a deed of trust, and subsequent mortgagee(s) or holder of a deed of trust. In the event Lessor finances or refinances Lessor's Property, Lessor agrees to obtain from any lender a Non-Disturbance Agreement for the benefit of Lessee confirming that during this Lease Lessee shall not be disturbed so long as Lessee has not defaulted under this Lease.

17. Repairs. Lessee shall be required to keep the Premises clean and to make any repairs to the Premises.

18. Environmental. Lessor represents, to the best of its knowledge after reasonable investigation, that the Premises have not been used for the generation, storage, treatment or disposal of hazardous materials, hazardous substances or hazardous wastes. In addition, Lessor represents, to the best of its knowledge after reasonable investigation, that no hazardous materials, hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyls (PCBs), petroleum or other fuels (including crude oil or any fraction or derivative thereof) or underground storage tanks are located on or near the Premises. Notwithstanding any other provision of this Lease, Lessee relies upon its own independent investigations.

19. Miscellaneous.

(a) If any provision of this Lease is invalid or unenforceable with respect to any party, the remainder of this Lease 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 Lease shall be valid and enforceable to the fullest extent permitted by law.

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

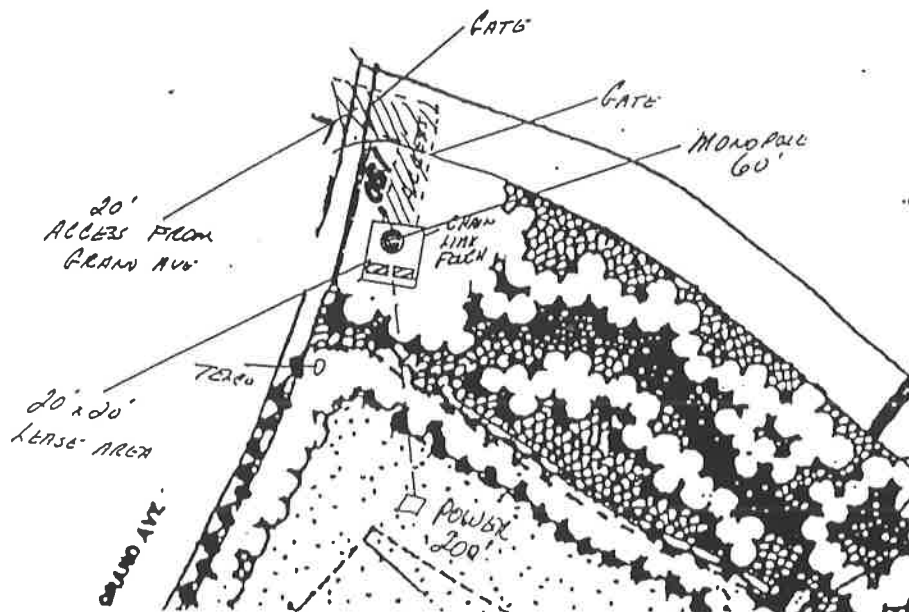


EXHIBIT B

DESCRIPTION OF PREMISES

The Premises consist of those general areas described/shown below: The exact location of the Premises and all applicable easements will be determined prior to the Commencement Date, at which time an amended Exhibit B will replace this general description of the Premises.

A parcel of land approximately twenty feet (20') by twenty feet (20') together with a non-exclusive easement and right of way in and over Lessor's Property to provide physical access by personnel and equipment from the nearest public right of way, and utilities from the nearest service, to or from the Premises; and, a temporary construction easement, as reasonably necessary, to permit the construction and installation of Lessee's Facilities on the Premises. Lessee agrees promptly to repair any areas disturbed within this temporary construction easement.



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

Notes:

1. This Exhibit may be replaced by a land survey or 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 and mounting positions may vary from what is shown above.

