

Recorded, Requested By, and  
When Recorded Return To:  
T-Mobile West Corporation  
2008 McGaw Avenue  
Irvine, CA 92614  
Attn: Property Management, Site #SV11876A

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**MEMORANDUM OF SITE LEASE**

This Memorandum of Site Lease ("Memorandum") dated as of \_\_\_\_\_  
is entered into between City of Oxnard, a municipal corporation ("Landlord") and T-Mobile  
West Corporation, a Delaware corporation ("Tenant") regarding a portion of the property.

See Attached Exhibit "A" incorporated herein for all purposes

The Site Lease is for a term of five (5) years and will commence on the commencement  
of construction of the Antenna Facilities. Tenant shall have the right to extend this Site Lease for  
three (3) additional five-year terms.

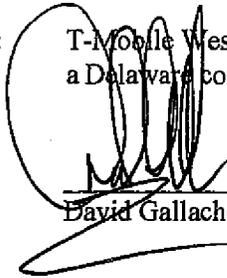
This Memorandum is solely for the purpose of giving constructive notice of the Site  
Lease. In the event of a conflict between the terms of the Site Lease and this Memorandum, the  
terms of the Site Lease shall control.

IN WITNESS WHEREOF, the parties hereto have respectively executed this  
Memorandum effective as of the date of the last party to sign.

LANDLORD: City of Oxnard,  
a municipal corporation

TENANT: T-Mobile West Corporation,  
a Delaware corporation

\_\_\_\_\_  
Dr. Thomās E. Holden, Mayor

  
\_\_\_\_\_  
David Gallacher, Vice President

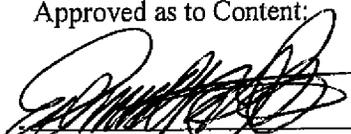
Attest:

\_\_\_\_\_  
Daniel Martinez, City Clerk

Approved as to Form:

  
\_\_\_\_\_  
Alan Holmberg, City Attorney

Approved as to Content:

  
\_\_\_\_\_  
Edmund F. Sotelo, City Manager

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Exhibit A

Legal Description of the Premises

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

A PORTION OF SUBDIVISION 32 OF THE RANCHO EL RIO DE SANTA CLARA O'LA COLONIA IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA AS SHOWN ON THE MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY IN THAT CERTAIN ACTION ENTITLED "THOMAS A. SCOTT ET AL., PLFFS., VS RAFAEL GONZALES, ET AL., DEFTS." DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN PARCEL OF LAND SHOWN AS 19.90 ACRES, ON THE MAP, FILE IN THE OFFICE OF THE COUNTY RECORDER, IN BOOK 17, PAGE 25 OF RECORD OF SURVEYS.

EXCEPT THAT PORTION LYING WESTERLY OF THE EASTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO THE CITY OF OXNARD, RECORDED December 18, 1972, IN BOOK 4050, PAGE 99 OF OFFICIAL RECORDS, AND JANUARY 11, 1973, IN BOOK 4061, PAGE 879 OF OFFICIAL RECORDS.

ALSO EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND MINERALS ON, IN AND UNDER SAID REAL PROPERTY, TOGETHER WITH THE RIGHT TO DRILL FOR, DEVELOP, PRODUCE AND TAKE ANY OF SAID SUBSTANCES FROM SAID REAL PROPERTY, BUT NOT AT A POINT NEARER THAN 500 FEET FROM THE SURFACE OF SAID LAND; WITH NO RIGHT, TO GO UPON THE SURFACE OF SAID LAND FOR ANY OF SAID PURPOSES, AS TO THAT PORTION DESCRIBED IN DEED TO OXNARD ELEMENTARY SCHOOL DISTRICT OF VENTURA COUNTY, CALIFORNIA, RECORDED MAY 13, 1955 IN BOOK 1290, PAGE 7 OF OFFICIAL RECORDS.

ALSO EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES LOCATED BENEATH SAID LAND, WITHOUT THE RIGHT, HOWEVER, TO ENTER UPON THE SURFACE OF SAID LAND NOR THE UPPER 500 FEET THEREOF MEASURED VERTICALLY FROM THE SURFACE OF SAID LAND, AS TO THE REMAINDER.

APN: 201-0-090-075

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

On 10.21.2010 before me, Luke Lucas, Notary  
DATE INSERT NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC

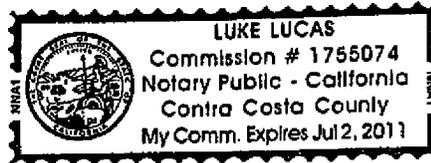
personally appeared, DAVID GALLACHER

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

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

WITNESS my hand and official seal.

LUKE LUCAS (SEAL)  
NOTARY PUBLIC SIGNATURE



OPTIONAL INFORMATION

THIS OPTIONAL INFORMATION SECTION IS NOT REQUIRED BY LAW BUT MAY BE BENEFICIAL TO PERSONS RELYING ON THIS NOTARIZED DOCUMENT.

TITLE OR TYPE OF DOCUMENT Lease

DATE OF DOCUMENT 10.16.2010 NUMBER OF PAGES N/A

SIGNERS(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

SIGNER'S NAME \_\_\_\_\_ SIGNER'S NAME \_\_\_\_\_

RIGHT THUMBPRINT

RIGHT THUMBPRINT

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

STATE OF CALIFORNIA )

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_  
DATE INSERT NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC

personally appeared, \_\_\_\_\_

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

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

WITNESS my hand and official seal.

\_\_\_\_\_(SEAL)  
NOTARY PUBLIC SIGNATURE

**OPTIONAL INFORMATION**

THIS OPTIONAL INFORMATION SECTION IS NOT REQUIRED BY LAW BUT MAY BE BENEFICIAL TO PERSONS RELYING ON THIS NOTARIZED DOCUMENT.

TITLE OR TYPE OF DOCUMENT \_\_\_\_\_

DATE OF DOCUMENT \_\_\_\_\_ NUMBER OF PAGES \_\_\_\_\_

SIGNERS(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

SIGNER'S NAME \_\_\_\_\_ SIGNER'S NAME \_\_\_\_\_

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## SITE LEASE

THIS SITE LEASE (“Lease”) is entered into this 20th day of July 2010 between the City of Oxnard (“Landlord”) and T-Mobile West Corporation, a Delaware corporation (“Tenant”).

1. Leased Premises: As of the Commencement Date (as that term is defined below) Landlord grants to Tenant a lease of specified areas within Del Sol Park, a public park which Landlord represents that it owns, located at 1600 Camino Del Sol, Oxnard, California 93030 (the “Property”), together with certain rights of ingress and egress and a license for utilities as more particularly provided herein. The legal description of the Property is set forth in Exhibit A and is attached hereto and incorporated herein by this reference. Tenant’s lease area together with such licenses and access rights granted herein are altogether referred to herein as the “Premises.” The Premises and the general location and orientation of Tenant’s Antenna Facilities (as that term is defined below) are more particularly shown on the plans approved by the Planning Division of the City of Oxnard which are attached hereto and incorporated herein as Exhibit B.
2. Government Approvals: Tenant shall obtain and maintain, at Tenant’s sole expense and as quickly as reasonably feasible, all land use approvals, licenses and permits required for Tenant’s use of the Premises (“Governmental Approvals”). Landlord agrees to cooperate with Tenant in obtaining, at Tenant’s expense, all such Governmental Approvals and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, land-use permits, and Landlord expressly grants to Tenant a right of access to the Property to perform surveys, soils tests, and other engineering procedures or environmental investigations on the Property necessary to determine that Tenant’s use of the Premises will be compatible with Tenant’s engineering specifications, system design, operations and Governmental Approvals. Notwithstanding the foregoing, Tenant may not change the zoning classification of the Property without first obtaining Landlord’s written consent.
3. Term: The term of this Lease shall be five (5) years, commencing on the commencement of construction of the Antenna Facilities (“Commencement Date”), and terminating at midnight on the last day of the month in which the fifth annual anniversary of the Commencement Date shall have occurred (“Initial Term”). Tenant shall have the right to extend this Lease for three (3) additional five (5)-year terms (“Renewal Terms”). Each Renewal Term shall be on the same terms and conditions as set forth herein. This Lease shall automatically be renewed for each successive Renewal Term unless Tenant shall notify Landlord of Tenant’s intention not to renew this Lease at least ten (10) days prior to the expiration of the then current Term. The Initial Term and Renewal Terms shall be collectively referred to as the “Term” throughout this Lease.
4. Use:
  - a. The Premises may be used by Tenant only for the installation, repair, modification, operation and removal of a wireless communications site. Under this Lease, Tenant may install, place, use and operate on the Premises such antennas, radio transmitting and receiving equipment, conduits, wires, batteries, back-up generators, utility lines and facilities, supporting structures, storage facilities, telephone facilities, microwave equipment, radio equipment and other related equipment

(collectively "Antenna Facilities") as are permitted by the Governmental Approvals. Tenant, subject to the limitations of this Lease, may perform construction, maintenance, repairs, additions to, and replacement of Antenna Facilities as necessary, desirable and appropriate for its ongoing business and as required for Tenant's communications operations at the Property, subject to the provisions of Section 7(a) below. Tenant shall not sublease the Antenna Facilities for co-location purpose.

- b. Tenant at its sole expense, shall have the right to remove and dispose of, or (at Landlord's request) transfer to Landlord's storage area located within the immediately surrounding area, the existing light standard currently located within the Premises (the "Original Light Standard"). Following removal, Tenant shall have the right, at its expense, to replace the Original Light Standard with a replacement light standard structurally capable of supporting Landlord's light fixtures and Tenant's antennas and other ancillary equipment (the "Replacement Light Standard") as permitted by the Governmental Approvals. Upon installation of the Replacement Light Standard, Tenant shall maintain the Replacement Light Standard during the Term of this Lease provided that, after Tenant initially installs Landlord's light fixtures on the Replacement Light Standard, Landlord shall thereafter be solely responsible for changing out any light fixtures located thereon as may be necessary. The light fixtures to be installed upon the Replacement Light Standard shall be supplied and continuously owned by Landlord during the entire Term of this Lease. Upon the expiration or earlier termination of this Lease, title and ownership of the Replacement Light Standard shall automatically, without need for execution of further documentation transfer to Landlord in its "AS IS" and "WHERE IS" condition without warranty or representation of any kind. Following such transfer, Landlord will be solely responsible for the ongoing maintenance and upkeep of the Replacement Light Standard and Tenant shall have no further responsibility in relation thereto.
- c. In using the Premises, Tenant shall comply with all applicable local, state and federal laws and regulations but shall not be required to remedy any prior existing condition of the Property which is out of compliance therewith.
- d. Tenant shall maintain the Premises and all Antenna Facilities in good condition and repair.

5. Rent.

- a. Upon the date Tenant starts construction of the Antenna Facilities with all of the required permits and approvals, or twelve (12) months after the Commencement Date of this Lease, whichever is sooner, Tenant shall pay Landlord, as rent, the sum of Two Thousand Seven Hundred and 00/100 Dollars (\$2,700.00) per month (the "Rent"). Rent shall be paid to Landlord within forty-five (45) days of the Commencement Date. Thereafter, Rent shall be paid to Landlord within ten (10) days of the first day of each month, in advance, at Landlord's address specified in Section 16 below. If the Lease is commenced other than on the first day of a month, the Rent shall be prorated for that first month for the number of days from the Commencement Date to the end of the month. Within forty-five (45) days of the Commencement Date, Tenant shall pay to Landlord a one-time fee of One Hundred Thousand and 00/100 Dollars (\$100,000.00) for improvements to the Del Sol Stadium.
- b. If this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination, and, in the event of termination for any reason other than non-payment of Rent, all prepaid Rents shall be refunded to Tenant.

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- c. Upon the commencement of any Renewal Term hereunder, Rent will be increased for each such Renewal Term over the monthly or annual installment of Rent payable during the preceding Renewal Term by fifteen percent (15%).
- d. Tenant acknowledges that late payment of Rent may cause Landlord to incur administrative costs and expenses which are difficult and impractical to fix. Therefore, if any installment of Rent or other payment due from Tenant is not received by Landlord within three (3) business days after Tenant's receipt of a notice of late payment, Tenant shall pay Landlord an additional sum equal to five percent (5%) of the overdue amount as a late charge which shall be deemed additional Rent. The parties agree that this late charge represents a fair and reasonable estimate of the administrative costs that Landlord may incur by reason of Tenant's late payment and shall accrue as of the date initially due.

6. Interference.

- a. Landlord shall not use, nor shall Landlord permit its employees, tenants, licensees, invitees or agents to use any portion of the Property in any way which interferes with the prior existing physical or technological operations of Tenant. Such interference shall be deemed a material breach by Landlord, and Landlord shall have the responsibility to terminate said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference will cause irreparable injury to Tenant, and therefore, Tenant shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease.
- b. Nothing in this Lease shall be construed to limit the Landlord's right to sell the Property (provided any purchaser of the Property acknowledges in writing that the Property is subject to this Lease), or assign or lease the Property or portions thereof, provided, however, that Landlord shall include in any leases of portions of the Property a requirement that the tenant shall not interfere with the prior existing physical or technological operations of Tenant. Similarly, Tenant shall not use the Premises in any way which interferes with the then current use of the Property by Landlord, or lessees or licensees of Landlord or with equipment installed by any of them prior in time to Tenant's installation.
- c. Nothing in this Lease shall be construed to limit or interfere with Landlord's right to repair, maintain and improve the Premises. Tenant agrees to reasonably cooperate with Landlord and its contractors as necessary to accomplish such repairs, maintenance and improvements, and when necessary, upon no less than forty five (45) days prior written notice, agrees to temporarily relocate its Antenna Facilities and utilities, described in Section 4 above, to another location on the Property while Landlord or its contractors perform such repairs, maintenance, or improvements. To the extent reasonably possible, Landlord shall cooperate with Tenant to minimize any inconvenience or disruption to Tenant in connection with any such repairs, maintenance, or improvements, which cooperation shall include but not be limited to allowing the use of temporary facilities by Tenant so as to avoid an interruption or diminishment of services provided by Tenant from the Property without additional fee or charge by Landlord to Tenant. Landlord shall, to the extent Landlord may legally and properly do so, expedite any and all City of Oxnard permits and approvals for the allowance of Tenant's temporary facility. The responsibility for the costs and expenses associated with any temporary relocation of Tenant's Antenna Facilities as provided for in this subsection shall be allocated as follows: Landlord shall be responsible for the first \$1,000.00 of such costs and expenses; Landlord and Tenant shall each bear responsibility for one-half of such costs and expenses in excess of \$1,000.00.

7. Improvements; Utilities; Access.

- a. Tenant shall have the right, at its expense, to install, construct, repair, replace, modify, maintain and remove the Antenna Facilities in the Premises. The installation and construction of any improvements shall be in accordance with the design set forth in the Governmental Approvals allowing such installation and construction. The design permitted by the Governmental Approvals is attached hereto as Exhibit B. The design of the initial installation of the Antenna Facilities may not be altered without the prior written approval of the Landlord which shall not be unreasonably withheld but shall be subject to its standard approval requirements. Notwithstanding the foregoing however, Tenant shall have the right, upon notice to Landlord, to: (i) install additional equipment within the ground based portion of its Premises; and (ii) make like-for-like exchanges of equipment located upon the Replacement Light Standard provided in both cases that doing so complies with all required Governmental Approvals and provided that in the event of a like-for-like equipment exchange upon the Replacement Light Standard, that such replacement does not increase the load capacity of such light standard. Tenant acknowledges that any and all damage caused to Del Sol Park as a result of Tenant's use of the park for access shall be the sole responsibility of Tenant and Tenant shall, within thirty (30) days of Tenant's receipt of written demand, repair such damage, or if Tenant does not commence repair within such thirty (30) day periods and complete repair within 30 days thereafter, pay immediately upon written demand and reasonable supporting documentation from Landlord, the reasonable cost to repair such damage incurred by Landlord .
- b. The Antenna Facilities shall remain the exclusive property of Tenant, and Tenant shall have the right to remove all or any portion of the Antenna Facilities or any portion thereof during the Lease Term and following any termination of this Lease. Tenant shall repair any and all damages to the Premises or Property caused by any such removal.
- c. Tenant shall have the right to install utilities and to improve the present utilities, all at Tenant's expense, on the Premises (including, but not limited to the installation of emergency power generators). Tenant shall have the right to permanently place utilities, at Tenant's expense, on (or to bring utilities across) the Property in order to serve the Premises and the Antenna Facilities, together with a right to enter the Property in order to maintain, repair and replace the utilities so long as the placement of such utilities and access do not interfere with Landlord's then current use of the Property. Landlord and Tenant shall act reasonably and cooperate concerning the placement of utilities. Landlord hereby grants a non-exclusive license to Tenant, which shall expire concurrent with the Term of this Lease, as may be extended, for access and utilities.
- d. Landlord shall provide Tenant ingress and egress from an open and improved public road, and access over and across the Property adequate to service the Antenna Facilities at all times during the Term of this Lease at no additional charge to Tenant. Tenant shall be entitled to 24-hour, seven days per week, access to the Premises, without the necessity of prior written notice to Landlord. Tenant may not conduct any activities in a manner which interferes with Landlord's use of the Property as described in Section 6. Absent the event of an emergency, Tenant shall provide Landlord at least forty-eight (48) hour prior telephonic notice of vehicular access to the Premises.
- e. Tenant shall keep the Premises free from all liens and stop notices arising from any work performed, materials furnished, or obligations incurred by or at the request of Tenant. If any lien or stop notice is filed against the Premises as a result of the acts or omissions of Tenant, or Tenant's employees, agents or contractors, Tenant shall discharge, bond, or otherwise secure the same to Landlord's satisfaction within thirty (30) days after Tenant has notice that the lien or stop notice

has been filed. If Tenant fails to commence steps to discharge, bond or secure any lien or stop notice within such period, then, in addition to any other right or remedy, Landlord may, at its election, upon five days' prior written notice to Tenant, discharge the lien or stop notice by either paying the amount claimed to be due, or obtaining the discharge by deposit with a court or a title company, or by bonding. Tenant shall pay, on demand, any amount reasonably so paid by Landlord and all reasonable attorneys' fees and other reasonable legal expenses of Landlord incurred in defending any action or in obtaining the discharge of such lien, together with all reasonable disbursements related thereto from any such bond.

8. Default.

- a. Landlord shall be in default under this Lease if: (i) Landlord shall fail to cease any physical or technological interference within the cure periods set forth herein; or (ii) Landlord shall fail to observe or perform any of Landlord's other obligations under this Lease when such failure shall continue for thirty (30) days after written notice from Tenant to Landlord; provided, however, that if the nature of Landlord's default is such that it cannot be cured solely by payment of money and that more than a 30-day period may be reasonably required to effect such cure, then Landlord shall not be deemed to be in default under this clause (ii) if Landlord shall commence such cure within the 30-day period and shall thereafter diligently prosecute such cure to completion. In the event of any breach of this Lease by Landlord, Tenant shall have the right (but not the obligation), in addition to all remedies that may be available at law or in equity, to perform Landlord's obligations under this Lease. Tenant shall have the right to set off any expense incurred as a result of Landlord's default against any Rent or other payment due under this Lease.
- b. Tenant shall be in default under this Lease if: (i) Tenant shall fail to pay the Rent due under this Lease within ten (10) days after written notice from Landlord that such Rent is overdue; or (ii) Tenant shall fail to observe or perform any of Tenant's other obligations under this Lease when such failure shall continue for thirty (30) days after written notice from Landlord to Tenant. However, if the nature of Tenant's default is such that it cannot be cured solely by payment of money and that more than a 30-day period may be reasonably required to effect such cure, then Tenant shall not be deemed to be in default under this clause (ii) if Tenant shall commence such cure within the 30-day period and shall thereafter diligently prosecute such cure to completion. In the event of any breach of this Lease by Tenant, Landlord shall have the right (but not the obligation), in addition to all remedies that may be available at law or in equity, to perform Tenant's obligations under this Lease.

9. Termination. Except or in addition to as otherwise provided herein, this Lease may be terminated, without any penalty or further liability, on thirty (30) days' written notice as follows: (a) 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 (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); (b) by Tenant if it is unable to obtain or maintain any license, permit or other Governmental Approval necessary to the construction and/or operation of the Antenna Facilities or Tenant's business; or (c) by Tenant if the Premises is or becomes unacceptable for economic reasons or under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong. In the event Tenant terminates this Lease under provision (c) of this section, Tenant will pay a one-time termination fee to Landlord as liquidated damages in an amount equal to six (6) months of the then current monthly Rent.

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10. Condition of Premises upon Termination. Upon termination, Tenant will return the Premises to their original condition, ordinary wear and tear and casualty not caused by Tenant excepted.
11. Taxes. This Lease may create a taxable property interest in the Premises. Tenant shall pay and be solely responsible for any personal property taxes, possessory interest tax or other leasehold interest tax assessed on, or any portion of such taxes directly attributable to, the Antenna Facilities or Tenant's use of the Premises. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Premises. However, Tenant shall pay, as additional Rent, any increase in real property taxes levied against the Premises which is directly attributable to Tenant's use of the Premises, and Landlord agrees to furnish proof of such increase to Tenant, except for proof of possessory or other leasehold interest taxes, billings for which are submitted directly to Tenant by the taxing agency. Landlord hereby grants to Tenant the right to challenge, whether in a Court, Administrative Proceeding or other venue, on behalf of Landlord and/or Tenant, any personal property or real property tax assessments that may affect Tenant, at no cost to Landlord, and upon provision of security adequate to protect Landlord's interest in Del Sol Park provided such security shall not exceed the contested amount. If Landlord receives notice of any personal property or real property tax assessment against the Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 11.
12. Insurance.
- a. Tenant shall obtain and maintain during the performance of any services under this Agreement the insurance coverage specified in Exhibit INS-N, attached hereto and incorporated herein by this reference, issued by a company satisfactory to Landlord's Risk Manager or maintaining an AM Best's rating of A- VII or better.
  - b. Tenant shall, prior to the Commencement Date, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-N. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in INS-N.
  - c. Maintenance of proper insurance coverage by Tenant is a material element of this Lease. Tenant's failure to maintain or renew insurance coverage or to provide evidence of renewal may be considered as a material breach of this Lease.
  - d. All insurance standards applicable to Tenant shall also be applicable to Tenant's sub-contractors. Tenant agrees to maintain appropriate agreements with sub-contractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.
13. Destruction of Property. If the Antenna Facilities or the Premises are destroyed or damaged so as, in Tenant's judgment, to hinder the effective use of the Antenna Facilities, Tenant may elect to terminate this Lease as of the date of the damage or destruction by so notifying Landlord not more than forty-five (45) days following the date of damage. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction provided that such abatement shall not exceed ninety (90) days; or

14. Condemnation. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's determination, to render the Premises unsuitable for the use which Tenant was then making of the Premises, this Lease shall terminate as of the date the title vests in the condemning authority. It is the intention of the parties that neither Landlord nor the condemning authority shall have the right to terminate the Lease in the event of the condemnation of the Premises or any portion of the Property, unless Tenant's use of the Premises thereafter materially interferes with the condemning authority's use of the balance of the Property. The parties shall be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Property (which for Tenant shall include, where applicable, the value of its Antenna Facilities, moving expenses, prepaid Rent, and business dislocation expenses) as set out by the condemning authority, or as agreed to by the parties. If the respective interests are not set forth by the condemning authority and the parties are unable to agree, their respective share shall be determined by mediation through an independent mediator or if mediation fails to resolve the controversy, then by arbitration under the provisions of the California Arbitration Act. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power, shall be treated as a taking by condemnation.

15. Indemnity.

- a. Tenant agrees to indemnify, hold harmless and defend Landlord, its City Council, and each member thereof, and every officer, employee, representative or agent of Landlord, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration (collectively "Losses"), to the extent caused by the negligent acts or omissions related to this Lease performed by Tenant or its agents, employees, contractors, consultants and other persons acting on Tenant's behalf. This obligation to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or wrongful acts for which Tenant or its agents, employees, contractors, consultants and other persons acting on Tenant's behalf would otherwise be held strictly liable. Tenant shall also indemnify Landlord for any Losses to the extent caused by Tenant's default under this Agreement.
- b. Landlord agrees to indemnify, hold harmless and defend Tenant, and every officer, employee, representative or agent of Tenant, from any and all Losses to the extent directly caused by the active negligence of Landlord or its agents, employees, contractors, consultants and other persons acting on behalf of Landlord in relation to this Lease. This obligation to indemnify, hold harmless and defend shall only apply to such acts that are the product of active negligence, willfulness or wrongful acts for which Landlord or its agents, employees, contractors, consultants and other persons acting on Landlord's behalf would otherwise be held strictly liable.

16. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Landlord, to:           City of Oxnard  
  General Services/Parks Division  
  1060 Pacific Avenue, Bldg. 3  
  Oxnard, California 93030

With a Copy to:           City of Oxnard  
  City Attorney

300 West Third Street  
Oxnard, California 93030

For Telephonic Access Notice to City: Richard Arias – (805)444-9252  
Luis McArthur – (805)207-4762

Rent Payments to: City of Oxnard  
General Services/Parks Division  
1060 Pacific Avenue, Bldg. 3  
Oxnard, California 93030

If to Tenant, to: T-Mobile USA, Inc.  
12920 SE 38<sup>th</sup> St.  
Bellevue, WA 98006  
Attn: PCS Lease Administration  
Site #SV11876A

With a Copy to: Attn: Legal Dept/Site #SV11876A

With a Copy to: T-Mobile West Corporation  
2008 McGaw Avenue  
Irvine, CA 92614  
Attn: Lease Administration Manager  
Site #SV11876A

Either party may by written notice to the other party specify a different address for notice purposes which notice shall be effective thirty (30) days following receipt thereof.

17. Title and Quiet Enjoyment.

Landlord represents and warrants that it (i) has full right, power and authority to execute this Lease; (ii) has good and unencumbered title to the Property free and clear of any ground leases, liens, mortgages or other restrictions or encumbrances upon Landlord or the Property that would interfere with Tenant's intended use of the Premises; and (iii) has the power to grant the access rights as set forth in this Lease. Landlord further warrants that Tenant shall have the quiet enjoyment of the Premises during the Term of this Lease.

18. Emergency Measures. Landlord acknowledges that Tenant, as a telecommunications carrier, has an obligation to provide its services at all times, even in times of power failures, natural disaster, civil commotion and other emergencies. Accordingly, Landlord agrees that Tenant shall have access to the Premises and the right to utilize emergency backup power batteries and generators (in compliance with applicable Governmental Approvals and federal, state and local laws), as may be reasonably necessary to allow Tenant to continue its operations in the face of such emergencies.

19. Assignment. Tenant may not assign the Lease and its other rights under this Lease (including, without limitation, any options to extend the term of the lease), or sublet the Premises or any portion thereof, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, delayed or denied. Notwithstanding the preceding sentence, upon notice to Landlord,

Tenant may assign this Lease to its parent company or to any company that is controlling, controlled by, an affiliate of or a subsidiary of it or its parent company. Any sublease that is entered into by Tenant shall be subject to the provisions of the Lease. Upon such assignment Tenant shall be relieved of all liabilities and obligations hereunder accruing thereafter and Landlord shall look solely to the assignee for performance of such obligations under this Lease provided such assignee accepts all such obligations in writing and is of substantially similar financial strength or credit worthiness as Tenant either as of the Commencement Date or the date of such assignment, whichever is greater. Tenant may, upon notice to Landlord, collaterally assign or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by such Secured Parties..

20. Successors and Assigns. This Lease shall run with the Property, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

21. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities and other equipment or trade fixtures brought onto the Premises by Tenant, all which shall be deemed personal property for the purposes of this Lease, regardless of whether or not same is deemed real or personal property under applicable laws, and Tenant shall have the right to remove all or any portion of same from time-to-time in Tenant's sole discretion and without Landlord's consent.

22. Environmental Matters.

- a. Tenant represents and warrants to Landlord that Tenant will not generate, store or dispose of any Hazardous Materials on, under or about the Property in violation of any Hazardous Substance Laws (as defined below). Tenant shall indemnify and hold Landlord, its Council members, employees, officers and agents harmless from any losses, claims, damages, penalties and liabilities to the extent caused by Tenant's breach of the foregoing representations and warranties.
- b. Landlord shall indemnify and hold harmless Tenant, its partners, directors, officers, employees, and agents, and any assignees, subtenants, or successors to Tenant's interest in the Premises, their partners, directors, officers, employees, and agents, from and against any and all losses, claims, damages, penalties, and liability, including all out-of-pocket litigation costs and the reasonable fees and expenses of counsel and experts, including without limitation all consequential damages directly or indirectly arising out of the use, generation, storage, release, or disposal of Hazardous Materials by Landlord, its agents, or contractors prior to execution of this Lease or at any time after execution, or by any prior owner or operator of the Property, and also from and against the cost of any required repair, cleanup, or detoxification and any closure or other required plans to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of Hazardous Materials by any person on, under, or in the Property.
- c. If any cleanup, repair, detoxification, or other similar action is required by any governmental or quasi-governmental agency as a result of the storage, release, or disposal of Hazardous Materials by Landlord, its agents or contractors, at any time, or by any prior owner, possessor, or operator of any part of the Property, and such action interferes with Tenant's normal use of the Premises for greater than a twenty-four (24) hour period, then the Rent will be abated entirely during the period beyond 24 hours; in addition, Tenant shall have the rights set forth in this Lease.

d. In this Section, "Hazardous Materials" includes, but is not limited to, substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances defined as hazardous, toxic, hazardous wastes, toxic wastes, or as hazardous or toxic substances by any law or statute now or after this date in effect in the state in which the Premises are located; and in the regulations adopted and publications promulgated pursuant to those laws (all collectively "Hazardous Substance Laws").

e. The provisions of this Section will survive the expiration or termination of this Lease.

23. Relocation of Premises. Landlord shall, following expiration of the fifteenth (15<sup>th</sup>) anniversary of the Commencement Date, have the one-time right to have the Premises permanently relocated to a different location pursuant to the following conditions: (i) the alternate location must satisfy Tenant's cell site and network requirements related to quality of service, coverage area and capacity, (ii) the relocation must be performed exclusively by Tenant or its agents and must not result in an interruption of Tenant's service provided therefrom and (iii) the costs of any such relocation of the Premises and the relocation of Tenant's facilities associated therewith shall be solely the responsibility of the Landlord. Within one (1) year after agreeing to the relocation of the Premises and its facilities located thereon, Tenant shall complete the relocation, at the expense of the Landlord. Tenant shall be free to continue to use the original Premises during the period of relocation. In the event an alternate site cannot be agreed upon, or if Landlord declines to pay for the cost of any such relocation, then Landlord's ability to obtain a relocation of the Premises under this Section 23 shall terminate and be of no effect.

24. Miscellaneous.

a. The substantially prevailing party in any litigation or other proceeding arising under this Lease shall be entitled to its court costs and reasonable attorneys' fees (which, for Landlord, shall include the reasonable value of services rendered by the City Attorney's Office), including appeals, if any.

b. Each party agrees to furnish to the other such truthful estoppel information as the other may in writing reasonably request, upon not less than thirty (30) days' prior notice.

c. This Lease and all addenda and exhibits attached hereto constitute the entire agreement and understanding of the parties, and supersede all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

d. If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker.

e. Landlord agrees to cooperate with Tenant in executing (or obtaining the execution by third parties, as the case may be) any documents necessary to protect Tenant's rights under this Lease or Tenant's use of the Premises. Such documents may include, without limitation, a short-form memorandum of this Lease (which may reference the various renewal rights of Tenant under this Lease), a short-form memorandum of the Lease, the easement or license agreements of this Lease, a waiver of Landlord's interest in the Antenna Facilities, or a non-disturbance agreement from any

existing or future mortgagee or ground lessor assuring that Tenant may remain in possession of the Premises without reduction in its rights under this Lease should Landlord default under said mortgage or ground lease. All of the foregoing documents must be commercially reasonable in content and in a form suitable for recordation, and shall be executed by Landlord not later than thirty (30) days after Tenant's request therefore.

- f. Upon expiration or earlier termination of this Lease, Tenant shall, if requested by Landlord, record a quitclaim deed to evidence the termination of Tenant's interest in the Property and the Premises.
- g. This Lease shall be construed in accordance with the laws of the State of California. The provisions of this Lease shall be construed in accordance with the fair meaning of the language used and shall not be strictly construed against either party. If the parties delete any provisions appearing in the original draft of this Lease, this Lease shall be interpreted as if the deleted language were never a part of this Lease.
- h. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

DATED as of the date first set forth above.

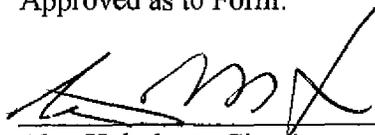
LANDLORD: City of Oxnard, a municipal corporation  
Tax ID: 95-6000756

\_\_\_\_\_  
Dr. Thomas E. Holden, Mayor

Attest:

\_\_\_\_\_  
Daniel Martinez, City Clerk

Approved as to Form:

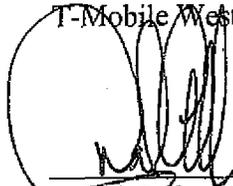


\_\_\_\_\_  
Alan Holmberg, City Attorney

Approved as to Content:

\_\_\_\_\_  
Edmund F. Sotelo, City Manager

TENANT: T-Mobile West Corporation, a Delaware corporation



\_\_\_\_\_  
David Gallacher, Vice President

**EXHIBIT A**  
**Legal Description**

**The Property is legally described as follows:**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

A PORTION OF SUBDIVISION 32 OF THE RANCHO EL RIO DE SANTA CLARA O'LA COLONIA IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA AS SHOWN ON THE MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY IN THAT CERTAIN ACTION ENTITLED "THOMAS A. SCOTT ET AL., PLFFS., VS RAFAEL GONZALES, ET AL., DEFTS." DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN PARCEL OF LAND SHOWN AS 19.90 ACRES, ON THE MAP, FILE IN THE OFFICE OF THE COUNTY RECORDER, IN BOOK 17, PAGE 25 OF RECORD OF SURVEYS.

EXCEPT THAT PORTION LYING WESTERLY OF THE EASTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO THE CITY OF OXNARD, RECORDED December 18, 1972, IN BOOK 4050, PAGE 99 OF OFFICIAL RECORDS, AND JANUARY 11, 1973, IN BOOK 4061, PAGE 879 OF OFFICIAL RECORDS.

ALSO EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND MINERALS ON, IN AND UNDER SAID REAL PROPERTY, TOGETHER WITH THE RIGHT TO DRILL FOR, DEVELOP, PRODUCE AND TAKE ANY OF SAID SUBSTANCES FROM SAID REAL PROPERTY, BUT NOT AT A POINT NEARER THAN 500 FEET FROM THE SURFACE OF SAID LAND; WITH NO RIGHT, TO GO UPON THE SURFACE OF SAID LAND FOR ANY OF SAID PURPOSES, AS TO THAT PORTION DESCRIBED IN DEED TO OXNARD ELEMENTARY SCHOOL DISTRICT OF VENTURA COUNTY, CALIFORNIA, RECORDED MAY 13, 1955 IN BOOK 1290, PAGE 7 OF OFFICIAL RECORDS.

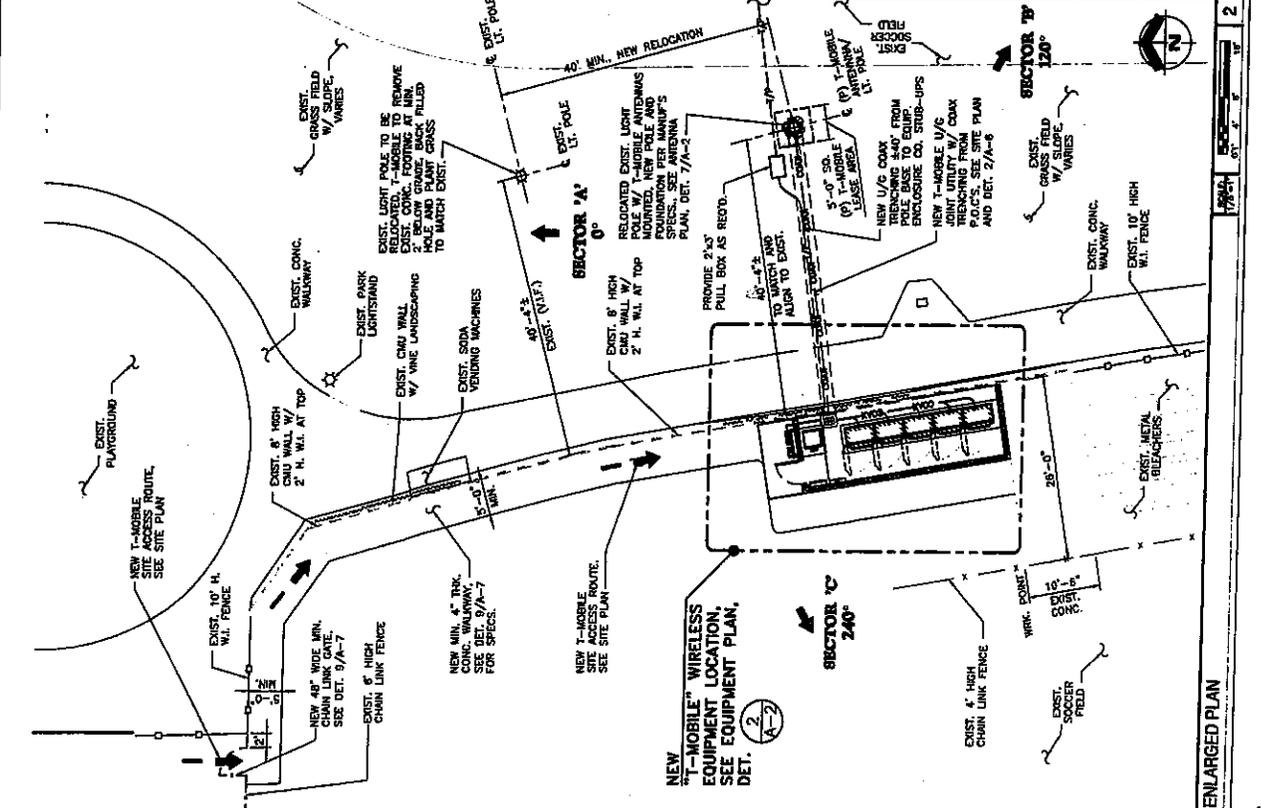
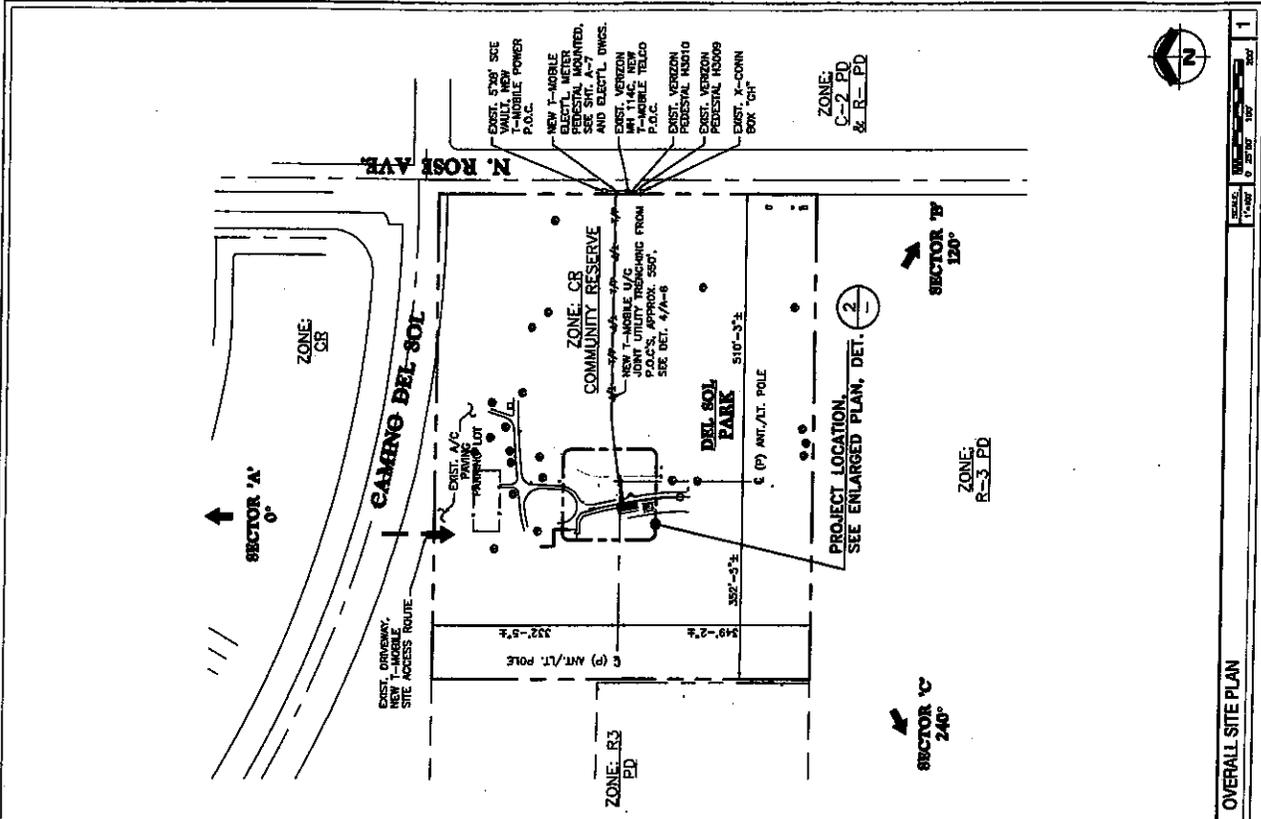
ALSO EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES LOCATED BENEATH SAID LAND, WITHOUT THE RIGHT, HOWEVER, TO ENTER UPON THE SURFACE OF SAID LAND NOR THE UPPER 500 FEET THEREOF MEASURED VERTICALLY FROM THE SURFACE OF SAID LAND, AS TO THE REMAINDER.

APN: 201-0-090-075

**EXHIBIT B**

**The location of the Premises within the Property (together with access and utilities) is more particularly described and depicted as follows:**

<p>Stick Together.<sup>SM</sup></p> <p>4100 DUNDON ST., SUITE 101 SAN VALLEY, CA 95663</p>		<p><b>DEL SOL PARK</b> SY1878A</p> <p>1600 CAMINO DEL SOL RD. SAN JOSE, CA 95131 SANTA CLARA COUNTY</p>		<p>PROJECT INFORMATION:</p> <p>CURRENT ISSUE DATE: 08-27-10</p>		<p><b>CONSTRUCTION</b></p> <table border="1"> <thead> <tr> <th>REV.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td>Δ</td> <td>03-31-10</td> <td>PRELIM BOX CD ISSUED FOR ERM</td> <td>BK</td> </tr> <tr> <td>Δ</td> <td>05-18-10</td> <td>ISSUED FOR ERM</td> <td>BK</td> </tr> <tr> <td>Δ</td> <td>07-28-10</td> <td>ISSUED FOR ERM</td> <td>BK</td> </tr> <tr> <td>Δ</td> <td>08-27-10</td> <td>ISSUED FOR ERM</td> <td>BK</td> </tr> </tbody> </table>		REV.	DATE	DESCRIPTION	BY	Δ	03-31-10	PRELIM BOX CD ISSUED FOR ERM	BK	Δ	05-18-10	ISSUED FOR ERM	BK	Δ	07-28-10	ISSUED FOR ERM	BK	Δ	08-27-10	ISSUED FOR ERM	BK	<p>PLANS PREPARED BY:</p> <p>Synergy Development Services, Inc. 11470 BAYVIEW BLVD., SUITE 100 SAN DIEGO, CA 92126</p>		<p>CONSULTANT:</p> <p>Synergy Development Services, Inc. 11470 BAYVIEW BLVD., SUITE 100 SAN DIEGO, CA 92126</p>		<p>DRAWN BY: CWD, BK</p> <p>CAD: SYNERGY, BK</p> <p>LICENSURE: CWD, BK</p>				<p>SHEET TITLE: OVERALL SITE PLAN AND ENLARGED PLAN</p>		<p>SHEET NUMBER: A-1 3</p> <p>REVISION: SY1878A</p>	
REV.	DATE	DESCRIPTION	BY																																				
Δ	03-31-10	PRELIM BOX CD ISSUED FOR ERM	BK																																				
Δ	05-18-10	ISSUED FOR ERM	BK																																				
Δ	07-28-10	ISSUED FOR ERM	BK																																				
Δ	08-27-10	ISSUED FOR ERM	BK																																				







**T-Mobile**  
Stick Together  
4100 COUNTRY BLVD, SUITE 101  
SAN WALEY, CA 94983

**PROJECT INFORMATION:**  
DEL SOL PARK  
SYN1878A  
1600 CAMINO DEL SOL, RD.  
OAKLAND, CA 94612  
VENTURA COUNTY

**ISSUED FOR:**  
08-27-10

**CONSTRUCTION**

REV.	DATE	DESCRIPTION	BY
Δ	03-31-10	PRELIM FOR CD	BK
Δ	05-18-10	100% COS ISSUED FOR BP	BK
Δ	07-28-10	PER MANIF. TO BE RELOCATED TO NEW T-MOBILE ANTENNA SURFACE	BK
Δ	08-27-10	PER MANIF. TO BE RELOCATED TO NEW T-MOBILE ANTENNA SURFACE	BK

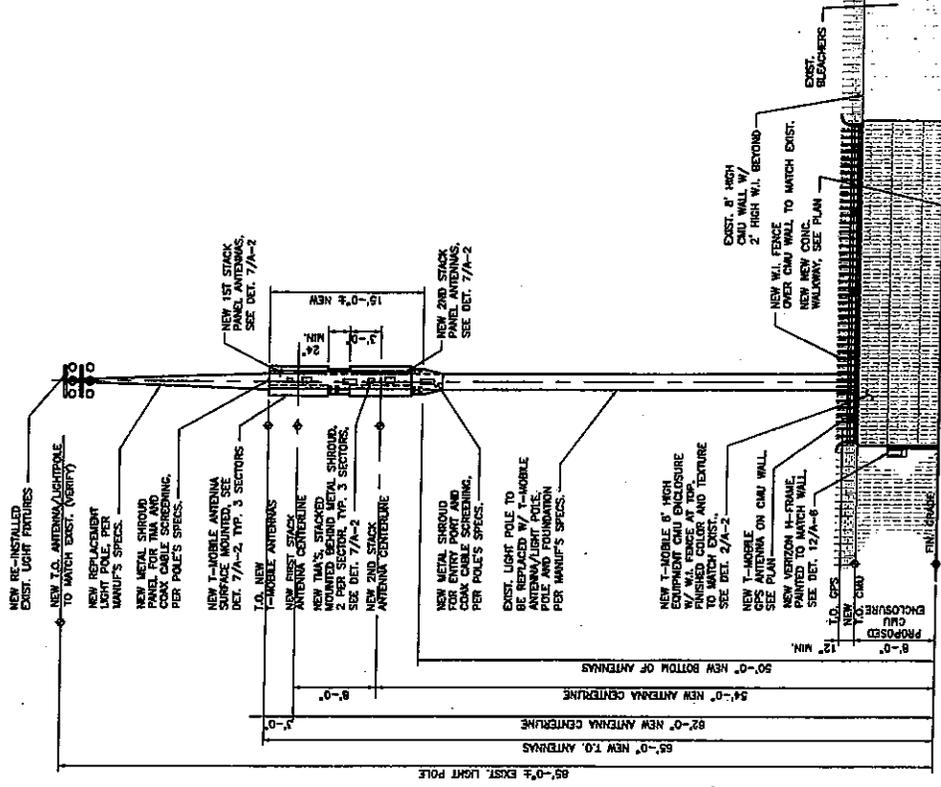
**PLANS PREPARED BY:**  
**Synergy**  
Developed Services, Inc.  
18171 Woodside St., Van Nuys, CA 91411  
OTHER FILE NUMBERS: Pac 011110000

**CONSULTANT:**  
**Synergy**  
18171 Woodside St., Van Nuys, CA 91411  
OTHER FILE NUMBERS: Pac 011110000

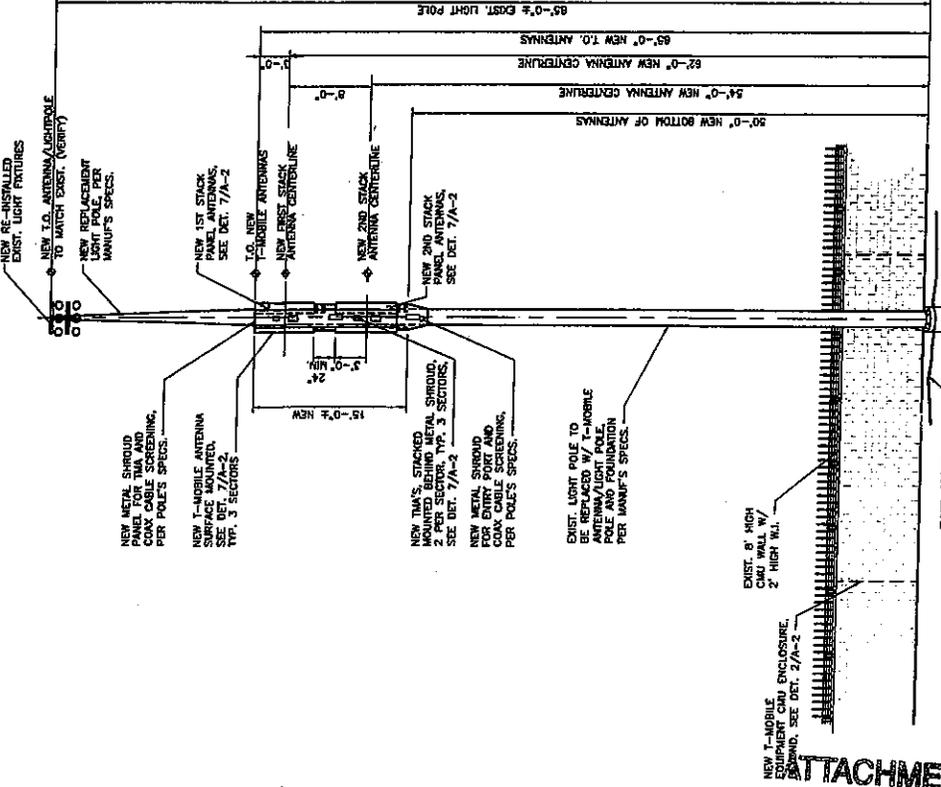
**DRAWN BY:** CAD  
**DESIGNED BY:** SYNERGY  
**CHK.:** BK  
**DATE:** 08-27-10

**SHEET TITLE:**  
EAST AND WEST ELEVATIONS  
**SHEET NUMBER:** A-4  
**REVISION:** 3  
SYNERGY

**NOTE:**  
MOUNTED EQUIPMENT  
SHALL BE PAINTED TO MATCH POLE.



**NOTE:**  
MOUNTED EQUIPMENT  
SHALL BE PAINTED TO MATCH POLE.



**INSURANCE REQUIREMENTS FOR LEASES OF LAND OR BUILDINGS  
(WITH AUTOMOBILE LIABILITY REQUIREMENT)**

1. Lessee shall obtain and maintain during the term of the lease the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the lease by lessee, its agents, representatives, employees or sublessees.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence for general liability with coverage substantially equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence for automobile liability with coverage substantially equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000.

d. Property Insurance against all risks of loss to any tenant improvements or betterments in the amount of the full replacement cost of the improvement or betterment with no co-insurance provisions.

2. Lessee shall, prior to occupation of the premises, file with the Risk Manager certificates of insurance and an additional insured endorsement on the Commercial General Liability and Business Automobile Liability policies effecting coverage required by this Exhibit INS-N. The certificates and additional insured endorsement for the Commercial General Liability and Business Automobile Liability insurance policies are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and additional insured endorsement are to be on the attached forms or on other forms reasonably approved by the Risk Manager. All certificates of insurance in compliance herewith and the additional insured endorsement are to be received and reasonably approved by the Risk Manager before occupation of the premises. City reserves the right to require complete certified copies of all required insurance policies in the event a claim arises which triggers the need to review certified copies of the required insurance policies, provided that such policies shall not be disclosed to any third party unless required by a court order. The certificates of insurance and additional insured endorsement shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard  
Risk Manager  
Reference No. A-7252  
300 West Third Street, Suite 302  
Oxnard, California 93030

3. Lessee agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A-:VII or better and such required insurance shall be endorsed to state that coverage may not be canceled by either party, or reduced in coverage or limits below the requirements set forth herein without thirty (30) days' prior written notice to the Risk Manager.

4. Lessee agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of lessee; products and completed operations of lessee; premises owned, occupied or used by lessee; or automobiles owned, leased, hired or borrowed by lessee.

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Any deductibles shall be at the sole cost of Lessee. Lessee shall review the insurance requirements on a yearly basis. In the event that Lessee changes from the deductible program to the self-insured retentions program, Lessee shall disclose such change to City and obtain reasonable approval from City Risk Manager.

7. All insurance standards applicable to lessee shall also be applicable to lessee's sublessees. Lessee agrees to maintain appropriate agreements with sublessees and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

*Certificates of Insurance*

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

INS-N.doc

# ACCORD CERTIFICATE OF INSURANCE ISSUE DATE (MM/DD/YY)

<b>PRODUCER</b>	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODESUB-CODE	<b>COMPANIES AFFORDING INSURANCE COVERAGE</b>
INSURED	COMPANY LETTER <b>A</b> SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER <b>B</b>

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE <span style="float: right;">\$1,000,000</span> PRODUCTS COMP/OP AGG. <span style="float: right;">\$1,000,000</span> PERSONAL & ADV. INJURY <span style="float: right;">\$1,000,000</span> EACH OCCURRENCE <span style="float: right;">\$1,000,000</span> FIRE DAMAGE (Any one fire) <span style="float: right;">\$</span> MED. EXPENSE (Any one person) <span style="float: right;">\$</span>
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT <span style="float: right;">\$1,000,000</span> BODILY INJURY (Per person) <span style="float: right;">\$</span> BODILY INJURY (Per accident) <span style="float: right;">\$</span> PROPERTY DAMAGE <span style="float: right;">\$</span>
A	<b>EXCESS LIABILITY</b> UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE <span style="float: right;">\$</span> AGGREGATE <span style="float: right;">\$</span>
A	<b>WORKERS' COMPENSATION AND EMPLOYERS LIABILITY</b>				STATUTORY LIMITS EACH ACCIDENT <span style="float: right;">\$1,000,000</span> DISEASE-POLICY LIMIT <span style="float: right;">\$1,000,000</span> DISEASE-EACH EMPLOYEE <span style="float: right;">\$1,000,000</span>
A	OTHER				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS**

CERTIFICATE HOLDER City of Oxnard Attn: Risk Manager Reference No. <u>A-7252</u> 300 W. Third Street, Suite 302 Oxnard CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE
--	--

ATTACHMENT NO. 1

PAGE 25 OF 27

**SUBMIT IN DUPLICATE**

**GENERAL LIABILITY SPECIAL ENDORSEMENT  
FOR THE CITY OF OXNARD (the City)**

ENDORSEMENT NO. \_\_\_\_\_ ISSUE DATE (MM/DD/YY) \_\_\_\_\_

**PRODUCER**

**POLICY INFORMATION:**

Insurance Company \_\_\_\_\_  
Policy No.: \_\_\_\_\_  
Policy Period: (from) \_\_\_\_\_ (to) \_\_\_\_\_  
LOSS ADJUSTMENT EXPENSE  Included in Limits  
 In Addition to Limits

Telephone: \_\_\_\_\_

**NAMED INSURED**

Deductible  Self-Insured Retention (check which) of \$ \_\_\_\_\_  
with an Aggregate of \$ \_\_\_\_\_ applies to \_\_\_\_\_  
coverage.  Per Occurrence  Per Claim (which) \_\_\_\_\_

**APPLICABILITY.** This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here  in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS \_\_\_\_\_

**TYPE OF INSURANCE**

**GENERAL LIABILITY**

- COMMERCIAL GENERAL LIABILITY  Claims Made
- COMPREHENSIVE GENERAL LIABILITY  Retroactive Date \_\_\_\_\_
- OWNERS & CONTRACTORS PROTECTIVE  Occurrence

**OTHER PROVISIONS**

**COVERAGES**

**LIABILITY LIMITS IN THOUSANDS \$**

EACH OCCURRENCE \_\_\_\_\_ AGGREGATE \_\_\_\_\_

- GENERAL
- PRODUCTS/COMPLETED OPERATIONS
- PERSONAL & ADVERTISING INJURY
- FIRE DAMAGE
- \_\_\_\_\_
- \_\_\_\_\_

**CLAIMS:** Underwriter=s representative for claims pursuant to this insurance.

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: ( ) \_\_\_\_\_

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured=s scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company=s limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED=S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
  - a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG 0001; or
  - b. If excess, affords coverage which is at least as broad as the primary insurance form CG 0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

**ENDORSEMENT HOLDER**

**CITY OF OXNARD**

Attn: Risk Manager

Reference No. A-7252

300 W. Third Street, Suite 302

Oxnard, CA 93030

**AUTHORIZED REPRESENTATIVE**

Broker/Agent  Underwriter  \_\_\_\_\_

I \_\_\_\_\_ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature \_\_\_\_\_  
(original signature required)

Telephone: ( ) \_\_\_\_\_ Date Signed \_\_\_\_\_

**AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT  
FOR THE CITY OF OXNARD (the "City")**

**SUBMIT IN DUPLICATE**

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
-----------------	-----------------------

PRODUCER

**POLICY INFORMATION:**

Insurance Company  
Policy No.: \_\_\_\_\_ (to)  
Policy Period: (from) \_\_\_\_\_  
LOSS ADJUSTMENT EXPENSE  Included in Limits  
 In Addition to Limits

Telephone \_\_\_\_\_

Deductible  Self-Insured Retention (check which) of \$ \_\_\_\_\_  
with an Aggregate of \$ \_\_\_\_\_ applies to  
coverage.  Per Occurrence  Per Claim (which)

NAMED INSURED

**APPLICABILITY:** This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here  in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

**TYPE OF INSURANCE**

- COMMERCIAL AUTO POLICY  
 BUSINESS AUTO POLICY  
 OTHER

**OTHER PROVISIONS**

**LIMIT OF LIABILITY**

\$ \_\_\_\_\_ per accident, for bodily injury and property damage.

**CLAIMS:**

Underwriter's representative for claims pursuant to this insurance.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

- INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured
- CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
- SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
- CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
- PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers
- SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
  - Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
  - If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1)

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached

**ENDORSEMENT HOLDER**

CITY OF OXNARD  
Attn: Risk Manager  
Reference No. A-7252  
300 W. Third Street, Suite 302  
Oxnard, CA 93030

**AUTHORIZED REPRESENTATIVE**

Broker/Agent  Underwriter  \_\_\_\_\_

I, \_\_\_\_\_ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement:

Signature \_\_\_\_\_  
(original signature required)

Telephone ( \_\_\_\_\_ ) \_\_\_\_\_ Date Signed \_\_\_\_\_

ATTACHMENT NO. 1

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