

**CITY OF PALM DESERT
COMMUNICATIONS SITE LEASE AGREEMENT
WITH COX PCS ASSETS, L.L.C.**

1. PARTIES AND DATE.

This Lease is made and entered into this 19TH day of JULY, 2001 by and between the City of Palm Desert (hereinafter referred to as "City", a municipal corporation organized under the laws of the State of California with its principal place of business at 73-510 Fred Waring Drive, Palm Desert, CA 92260 and Cox PCS Assets, L.L.C. (hereinafter referred to as Lessee), a Delaware limited liability company licensed to conduct business in the State of California with its principal place of business in California at 4683 Chabot Drive, Suite 100, Pleasanton, CA 94588. The City and Lessee are sometimes collectively referred to herein as the "Parties."

2. RECITALS.

2.1 Description of Leased Land. The City is the owner of a piece of land generally located at the Palm Desert Soccer Park in the City of Palm Desert, County of Riverside ("City Property"). City would like to lease to Lessee and Lessee would like to lease from City approximately Eight Hundred Forty-Six (846) square feet of the City Property and such other property as is necessary for access and utility easements, if any, which are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference ("Leased Land").

2.2 Purpose of Lease. City desires to lease to the Lessee and the Lessee desires to lease from the City the Leased Land for due and adequate consideration, the receipt and sufficiency of which are acknowledged by the Parties and further described and set forth in this Lease. The purpose of the Lease is to allow Lessee to construct and operate a wireless communication facility which will include an antenna structure commonly referred to as a "Monopalm" of approximately sixty-eight (68) feet in height on the Leased Land to provide better communication services to its customers. Lessee shall comply with all the requirements of Conditional Use Permit 01-04 issued by the City.

3. TERMS.

3.1 Leased Land. City hereby leases to Lessee and Lessee hereby leases from City, on the terms hereinafter set forth, the Leased Land and all access and utility easements, if any.

3.2 Term. The term of this Lease shall be for ten (10) years, commencing on the earlier of (i) the date Lessee commences construction of Lessee's Facilities on the Leased Land or (ii) sixty days after Lessee is issued a building permit for the construction of Lessee's Facilities on the Leased Land (the "Commencement Date"). This Lease may be terminated in accordance with the provisions of Section 3.10 herein.

3.3. Option to Renew. Lessee shall have the option to renew this Lease on the terms and conditions herein contained for three (3) additional five (5) year periods (each, a "Renewal Term") upon written notice to City of Lessee's intent to do so at least sixty (60) days prior to the expiration of the preceding term. Such notice shall be deemed given upon the mailing of such notice to the City Manager. If Lessee exercises the option to renew the Lease, City and Lessee shall execute an amendment to this Lease prior to its expiration; however, failure to do so shall not affect Lessee's extension of the term.

3.4 Facilities; Utilities; Access.

3.4.1 Lessee has the right to erect, maintain and operate on the Property radio communications facilities, such as an antenna tower or pole and foundation, utility lines, transmission lines, air conditioned equipment shelter(s), electronic equipment, radio transmitting and receiving antennas, supporting equipment and structures thereto ("Lessee Facilities"). In connection therewith, Lessee has the right to do all work necessary to prepare, maintain and alter the Property for Lessee's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of Lessee's construction and installation work shall be performed at Lessee' sole cost and expense, and in a good and workmanlike manner. Title to the Lessee Facilities shall be held by Lessee. All Lessee Facilities shall remain Lessee's personal property and are not fixtures. Lessee shall remove all Lessee Facilities at its sole expense on or before the expiration or earlier termination of the Lease, and shall repair any damage to the Property or Leased Land caused by such removal. Lessee shall restore the Property and Leased Land to their original condition, as discussed in Paragraph 3.13. If Lessee shall not restore the Property and Leased Land, City may proceed with such work, at Lessee's sole cost and expense, or assume title and ownership to the Lessee Facilities.

3.4.2 Lessee shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Lessee shall draw electricity and other utilities from separate utility service than City's from any utility company that will provide service to the Leased Land (including a standby power generator for Lessee's exclusive use). City agrees to sign such documents or easements as may be required by said utility companies to provide such service to the Property, including the grant to Lessee or to the servicing utility company at no cost to the Lessee of an easement in, over across or through the Leased Land as required by such location acceptable to City and the servicing utility company.

3.4.3 Lessee, Lessee's employees, agents, subcontractors, lenders and invitees shall have access to the Property without notice to City twenty-four (24) hours a day, seven (7) days a week, at no charge. City grants to Lessee, and its agents, employees, contractors, guests and invitees, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across the Property.

3.4.4 City shall maintain all existing access roadways from the nearest public roadway to the Leased Land in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. City shall be responsible for maintaining and repairing such roadway, at its sole expense, except for any damage caused by Lessee's use of such roadways.

3.5 Use. The Property may be used for any activity directly connected with the provision of communication services and the operation of the Lessee Facilities. Lessee's use of the Property shall comply with all applicable laws, ordinances and regulations. If technically feasible, City may license other communication users on City Property (but not the Leased Land), provided that such users do not interfere with Lessee's communications operations.

3.6 Rent. The annual rent shall be Eighteen Thousand Dollars (\$18,000.00), payable on the Commencement Date and each annual anniversary thereof.

3.7 Future Rent. The annual rent shall increase by fifteen percent (15%) at the beginning of each Renewal Term.

3.8 Rental Payments. All rental payments shall be made annually, payable to: The City of Palm Desert, 73-150 Fred Waring Drive, Palm Desert, CA 92260.

3.9 Late Payment Charges. Lessee hereby acknowledges that late payment by Lessee to City of rent and other sums due hereunder will cause City to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any installment of rent or any other sum due from Lessee shall not be received by City within twenty (20) days after such amount shall be due, Lessee shall pay to City a late charge equal to ten percent (10%) of such overdue amount, as well as interest on the outstanding amount which shall accrue at the rate of ten percent (10%) per annum. In no event shall the late charge exceed the maximum allowable by law. The parties hereby agree that such late charge will incur by reason of late payment by Lessee. Acceptance of such late charge by City shall in no event constitute a waiver of Lessee's default with respect to such overdue amount and shall not prevent City from exercising any of the other rights and remedies granted hereunder.

3.10 Termination. This Lease may be terminated on thirty (30) days prior written notice as follows: (i) by either Party upon a default of any covenant or term in this Lease by the other Party, which default is not cured within sixty (60) days of receipt of written notice of default, provided the grace period for any monetary default is fifteen (15) days from receipt of notice; or (ii) by Lessee for any reason or for no reason, provided Lessee delivers the required written notice to City no later than thirty (30) days prior to the Commencement Date; or (iii) by Lessee if it does not obtain or maintain any permits, authorization, or approval necessary for the construction and operation of the Lessee's Facilities; or (iv) by Lessee if Lessee is unable to occupy and utilize the Premises due to any action of the Federal Communications Commission, including without limitation, a take back of channels or change in frequencies; or (v) by Lessee if Lessee determines, in its sole discretion, that the Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference.

3.11 [Reserved].

3.12 Interference.

3.12.1 Lessee shall operate the Lessee Facilities in a manner that will not cause interference to City or City's use of City Property, as well as to other lessees or licensees of the Leased Land, provided that such installations and uses predate that of the Lessee Facilities. Except in emergencies agreed to by City, Lessee shall not perform or have performed any tests, construction, installation, operation, maintenance or repair activities on the Property or Leased Land which will likely interfere with City's quiet enjoyment of City Property outside the Leased Land. All operations by Lessee shall be in compliance with all Federal Communications Commission (AFCC@) requirements, as well as other applicable Federal, State and local laws, rules and regulations. In the event interference by Lessee in violation of this Section occurs, Lessee agrees to take all reasonable steps necessary to eliminate such interference promptly. If Lessee cannot eliminate such interference, City shall have the right to terminate this Agreement pursuant to Section 3.10.

3.12.2 There is reserved to City the right to construct or reconstruct facilities and appurtenances in, upon, over, under, across and along City Property, and in connection therewith, the right to grant or convey to others rights and interest to City Property; provided such rights and interests do not cause interference with Lessee's operations.

3.13 Removal of Improvements. All structures and/or other improvements placed on the Property by Lessee shall be the personal property of Lessee and shall be removed by Lessee from Property by the last day of the Lease. After not less than thirty (30) days prior written notice, City may keep, or dispose of, at Lessee's expense, any real or personal property not so removed. In the event of termination by either party, improvements shall be removed within sixty (60) days of the date of written notice of termination. City shall be the sole owner of improvements remaining on the property after said sixty (60) days.

3.14 Vacating the Property. At the expiration of the term or at any sooner termination of this Lease, Lessee shall quit and surrender possession of the Property and its appurtenances to City in as good order and condition as the Property was delivered to Lessee, reasonable wear and tear and damage by the elements excepted. Lessee agrees to pay any clean-up costs incurred by City as a result of Lessee's failure to comply with this Section.

3.15 Maintenance. Lessee shall, at its sole cost and expense, keep the Leased Land free of noxious weeds and trash, and in good and proper condition in compliance with all applicable laws and regulations concerning Lessee's use of the Leased Land. All improvements shall be maintained in good and workable order and good appearance. In addition, Lessee shall make any repairs to the Leased Land caused by or incident to Lessee's use of the Property or implementation of this Lease.

3.16 Hazardous Substances.

3.16.1 For purposes of this Lease, the term "Hazardous Substances" means: (a) any substance, products, waste, or other material of any nature whatsoever which is or becomes listed,

regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 United States Code Section 9601 et seq.; the Resources Conservation and Recovery Act, 42 United States Code Section 6901 et seq.; the Hazardous Materials Transportation Conservation and Recovery Act, 42 United States Code Section 1801 et seq.; the Clean Water Act, 33 United States Code Section 1251 et seq.; the Toxic Substances Control Act, 15 United States Code Section 2601 et seq.; the California Hazardous Waste Control Act, Health and Safety Code Section 25100 et seq.; the Hazardous Substance Account Act, Health and Safety Code Section 25330 et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code Section 25249.5 et seq.; California Health and Safety Code Section 25280 et seq. (Underground Storage of Hazardous Substances); the California Hazardous Waste Management Act, Health and Safety Code Section 25170.1 et seq.; California Health and Safety Code Section 25501 et seq. (Hazardous Materials Release Response Plans and Inventory); or the California Porter-Cologne Water Quality Control Act, Water Code Section 13000 et seq., all as amended (the above cited California state statutes are hereinafter collectively referred to as "the State Toxic Substances Law"); or any other federal, state, or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance, now or at any time hereinafter in effect; (b) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court; (c) petroleum or crude oil, other than petroleum and petroleum products which are contained within regularly operated motor vehicles; and (d) asbestos.

3.16.2 City warrants and represents that to its knowledge as of the date hereof there are no Hazardous Substances in or about the Property and the Property and improvements thereon do not violate any applicable Federal, State, or local statutes, ordinances, regulations, rules or other requirements, and that there is not presently pending any proceeding before any Federal, State or local tribunal or agency, the outcome of which would diminish or preclude Lessee's use of the Property as permitted under the terms of this Lease. Except as so provided, City makes no warranty or representation whatsoever concerning the Property, including without limitation, the condition, fitness or utility for any purpose thereof, of any improvements thereto with applicable laws, ordinances or governmental regulations. Lessee's right to use the Property is strictly on an "as is" basis with all faults. City hereby disclaims all other warranties whatsoever, express or implied, the condition of the soil (or water), geology, and any warranty of merchantability or habitability or fitness for a particular purpose.

3.16.3 Except as otherwise specifically permitted under the terms of this Lease, Lessee shall not use, create, generate, store, dispose of or allow any Hazardous Substances on, under, about or within the Property or Leased Land in violation of any federal, state, or local law, rule, regulation, order, decree or other requirement listed in sub-section 3.16.1. Storage batteries in use for emergency power are accepted.

3.16.4 In no case shall Lessee cause or allow the deposit or disposal of any such Hazardous Substances on, under, about or within the Property or Leased Land.

3.16.5 No underground or above ground storage tanks shall be installed on the Property.

3.16.6 City or its officers, employees, contractors, or agents shall at all times have the right to go upon and inspect the Property and the operations conducted thereon to assure compliance with the requirements herein stated. This inspection may include taking samples for chemical analysis of substances and materials present and/or testing soils on the Property and taking photographs.

3.16.7 Lessee shall, within a reasonable time, either prior to the release by Lessee, or following the discovery by Lessee, of the presence of, or believed presence of, a Hazardous Substance as defined herein, give written notice to City in the event that Lessee knows or has reasonable cause to believe that any release of Hazardous Substance caused by Lessee has come or will come to be located on, under, about or within the Property. The failure to disclose in a timely manner the release of a Hazardous Substance by Lessee, including but not limited to, an amount which is required to be reported to a state or local agency pursuant to law (e.g., California's Hazardous Materials Storage and Emergency Response Act, Health and Safety Code Section 25550 et seq.) may subject Lessee to a default under this Lease in addition to actual damages and other remedies provided by law. Lessee shall immediately clean up and completely remove all Hazardous Substances placed by Lessee on, under, about or within the Property, in a manner that is in all respects safe and in accordance with all applicable laws, rules, regulations.

3.16.8 In the event Hazardous Substances are discovered, Lessee shall disclose to City the specific information regarding Lessee's discovery of any Hazardous Substances placed on, under, about or within the Property by Lessee, and provide written documentation of its safe and legal disposal, but only if the Hazardous Substances were brought onto the Property by Lessee.

3.16.9 Breach by Lessee of any covenants made by Lessee herein shall give City the authority to either immediately terminate this Lease or to shut down Lessee's operations thereon, at the sole discretion of City. In either case, Lessee will continue to be liable under this Lease to remove and mitigate all Hazardous Substances placed by Lessee on, under, about or within the Property. Lessee shall be responsible for, and bear the entire cost of removal and disposal of, all Hazardous Substances introduced to the Property by Lessee during Lessee's period of use and possession of the Property. City may pass through to Lessee any and all costs of removal and mitigation or decontamination, on or off the Property, necessitated by the presence of such Hazardous Substances placed on the Property by Lessee. Upon termination of this Lease, Lessee is required, in accordance with all laws, to remove from the Property any equipment or improvements placed on the Property by Lessee that could be contaminated by Hazardous Substances.

3.16.10 Lessee shall defend, indemnify and hold City and its officials, officers, employees, contractors and agents free and harmless from any and all claims, liability, injury, damage, costs, or expenses (including, without limitation, the cost of attorney's fees) arising as a result of the presence of use of any Hazardous Substances placed or caused to be placed by the Lessee or its

partners, affiliates, agents, officials, officers, contractors or employees on the Property or Leased Land. The foregoing indemnity is intended to operate as an agreement pursuant to, among other requirements, Section 107, subdivision (e) of CERCLA, 42 United States Code Section 9607, subdivision (e), and California Health and Safety Code Section 25364, to insure, protect, hold harmless and indemnify City from any liability created by Hazardous Substances placed on the Property by the Lessee, pursuant to such sections.

3.17 Access. Upon written request by City, Lessee shall provide and maintain uninterrupted vehicular access in and across the Property for City and its employees, agents and contractors. If requested by City, Lessee shall provide a means for City to place its locks on gates.

3.18 Entry by Owner. Lessee shall permit City to enter upon the Property at any reasonable time for the inspection thereof, or at any time in connection with any work which may be required thereon, and, except for the negligence or willful misconduct of City, its agents, employees or contractors, City shall not be liable for any damage to Lessee's personal property in the course thereof.

3.19 Previous Leases. In the event there is an existing lease between Lessee and City (or its predecessor-in-interest) covering the Property, it is agreed and understood that this Lease shall cancel, supersede and terminate said prior lease as of the effective date of this Lease.

3.20 Assignment or Subletting. Lessee shall not assign this Lease or sublet all or any portion of the Leased Land; provided, however, Lessee may assign this Lease to any of its subsidiaries, affiliates or successor legal entities, or to any entity acquiring substantially all of the assets of Lessee; provided, however, no such assignment shall permit a change in the use authorized under this Lease. Any unauthorized assignment or sublicense shall be void and shall immediately terminate this Lease.

3.21 Taxes. The possessory property interest created by this Lease may be subject to property taxation, and Lessee may be subject to the payment of property taxes levied on such interest by the appropriate taxing authority. Lessee is required to pay any such tax directly to the appropriate taxing authority. In addition, if personal property taxes are assessed, Lessee shall pay any portion of such taxes directly attributable to the Lessee Facilities. City shall pay all real property taxes, assessments and deferred taxes on the Leased Land.

3.22 Mechanic's Liens. Lessee shall keep the Property free from any liens arising out of any work performed, material furnished, or obligations incurred by Lessee, or any tenant or subtenant thereof.

3.23 Waiver. The waiver by City of Lessee of any breach of any term, covenant, condition or provision contained herein ("Terms"), shall not be deemed to be a waiver of such Terms for any subsequent breach of the same or any other Terms contained herein. The subsequent acceptance of rent by City shall not be deemed to be a waiver of any preceding breach by Lessee of any Terms of this Lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of City's knowledge of such preceding breach at the time of acceptance of such rent.

3.24 Attorneys' Fees. The prevailing party in any action brought by either party hereto, based on any claim arising under this Lease, shall be entitled to reasonable attorneys' and/or consultants' fees.

3.25 Liability Insurance. Lessee shall procure and maintain for the duration of the Lease insurance against claims for injuries to personal or damages to property which may arise from or in connection with the Lease by the Lessee, its agents, representatives, employees or subcontractors. Lessee shall obtain and furnish to City proof of coverage as to each type of insurance required.

3.25.1 Minimum Scope of Insurance.

Coverage shall be at least broad as:

3.25.1.1 *Commercial General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence) form CG 0001.

3.25.1.2 *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto).

3.25.1.3 *Workers' Compensation and Employers' Liability:* Workers' Compensation Insurance as required by the Labor Code of the State of California and Employers Liability Insurance.

3.25.2 Minimum Limits of Insurance.

Limits of insurance shall be:

3.25.2.1 *Commercial General Liability:* \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

3.25.2.2 *Automobile Liability:* \$1,000,000 combined single limit per accident for bodily injury and property damage.

3.25.2.3 *Workers' Compensation and Employers Liability:* Workers' Compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident. The Lessee's General Liability Insurance, including occupational disease coverage, for the Lessee and all persons and/or subcontractors employed or to be employed in the performance of this Lease, which insurance shall at all times be maintained in strict accordance with this Lease, and the provisions of Section 3700 et seq. of the Labor Code which requires every

employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code. Use by the Lessee of "Workers' Compensation Waiver" forms will necessitate the filing of said waiver with City for each individual by the Lessee prior to that individual commencing any work under this Lease. Failure to comply with this requirement may result in termination of this Lease at City's sole discretion.

3.25.3 Reserved.

3.25.4 Endorsements.

The insurance policies shall contain the following provisions, or Lessee shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

3.25.4.1 *General Liability:* (1) The City, its directors, officers, employees and agents shall be covered as additional insureds with respect to the use of the Leased Land or any activities on the Property by the Lessee or its official, officers, employees, agents or contractors; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Lessee's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officers, employees and agents shall be excess of the Lessee's insurance and shall not be called upon to contribute with it in any way.

3.25.4.2 *Automobile Liability:* (1) The City, its directors, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Lessee or for which the Lessee is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Lessee's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officers, employees or agents shall be excess of the Lessee's insurance and shall not be called upon to contribute with it in any way.

3.25.4.3 *Workers' Compensation and Employers Liability Coverage:* The insurer shall agree to waive all rights of subrogation against the City, its directors, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Lessee.

3.25.4.4 *All Coverages:* Each insurance policy required by this contract shall be endorsed to state that: (1) coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees or agents.

3.25.5 Separation of Insureds.

All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City or its directors, officers, employees or agents.

3.25.6 Verification of Coverage.

Lessee shall furnish City with Certificates of Insurance and with copies of original endorsements effecting coverage required by this Lease. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by City before the Lease agreement is fully executed.

3.25.7 Acceptability of Insurers.

All insurance shall be provided by insurers having a current A.M. Best's rating of A:VIII or better and acceptable to City.

3.26 Assumption of Risk. Lessee assumes all risk of loss to itself, which in any manner may arise out of the use of the Property under this Lease.

3.27 Indemnity. Lessee hereby agrees to defend, indemnify and hold City and its directors, officials, officers, agents and employees free and harmless from and against any and all claims, demands, causes of action, costs, liabilities, expenses, losses, damages or injuries of any kind in law or equity, including the payment to City of all consequential damages and reasonable expenses of legal representation, whether by special counsel or by City's staff, to persons or property, including wrongful death, to the extent caused by the negligent acts, omissions or willful misconduct of Lessee, its partners, affiliates, agents officials, officers or employees in performance of this Lease or use of the Leased Land or the Property. Lessee shall defend, with counsel reasonably acceptable to City and at Lessee's sole expense, any and all aforesaid suits, actions or proceedings, legal or affirmative, that may be brought or instituted against City, its directors, officials, officers, agents or employees. Lessee shall pay and satisfy any judgment, award or decree that may be rendered against City, its directors, officials, officers, agents or employees. Lessee shall reimburse such parties for any and all legal expenses and costs incurred by one or all of them in connection with the indemnity herein provided. Lessee's obligation shall survive termination or expiration of this Lease, and shall not be restricted to insurance proceeds, if any, received by City or its directors, officials, officers, agents or employees. The foregoing shall not apply to the extent of any negligence or willful misconduct by any of the indemnified parties.

3.28 Amendments. The provisions of this Lease may be amended by mutual written consent of both parties.

3.29 No Relocation Assistance. Lessee acknowledges that Lessee is not entitled to relocation assistance or any other benefits under the Uniform Relocation Assistance Act or any other applicable provision of law upon termination to this Lease.

3.30 Time. Time is of the essence of this Lease.

3.31 Notices. All notices permitted or required under this Lease shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

LESSEE: Sprint Spectrum L.P.
4683 Chabot Drive, Suite 100
Pleasanton, CA 94588
Attn: Property Specialist–Riverside County;
RV-03-XC-083(E)

WITH COPY TO: Sprint Law Department
6391 Sprint Parkway
Mailstop: KSOPHT0101-Z2020
Overland Park, Kansas 66251-2020
Attention: Sprint PCS Real Estate Attorney

CITY: City of Palm Desert
73-510 Fred Waring Drive
Palm Desert, CA 92260
Attn: Carlos Ortega, City Manager

Such notice shall be deemed made when personally delivered or forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.32 Entire Agreement. This Lease constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Lease must be in writing and executed by both parties.

3.33 Invalidity. 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.

3.34 Successors and Assigns. This Lease shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

3.35 Governing Law. This Lease shall be governed by the laws of the State of California.

3.36 Title Insurance. Lessee may obtain title insurance on its interest in the Property at its sole expense. City shall cooperate by executing documentation required by the title insurance company.

3.37 Exhibits. All Exhibits annexed hereto form material parts of this Lease.

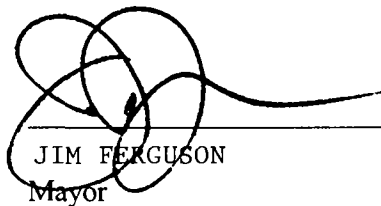
3.38 Execution of Lease. This Lease may be executed in duplicate counterparts, each of which shall be deemed an original.

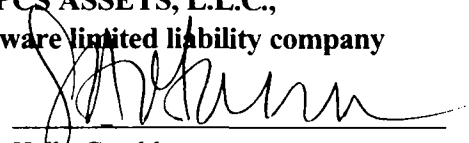
3.39 Survival. All obligations of Lessee hereunder not fully performed as of the completion or termination of this Lease shall survive such completion or termination, including without limitation all payment obligations and all obligations concerning the condition of the Leased Land and Property.

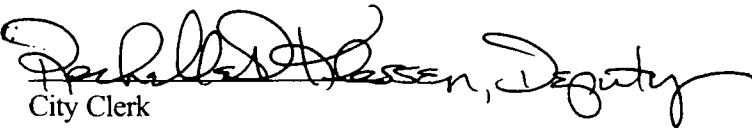
3.40 Nondiscrimination. Lessee certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies and any of its contractors retained with respect to the Property are and shall be treated equally without regard to or because of race, religion, ancestry, national original or sex, and in compliance with all federal and state laws prohibiting discrimination in employment.

3.41 Recording. Upon request of Lessee, City agrees to execute a recordable short form memorandum of this lease for recording with the Riverside County Recorder.

CITY

By: 
JIM FERGUSON
Mayor

COX PCS ASSETS, L.L.C.,
a Delaware limited liability company
By: 
Kelly Gamble
Regional Director of Site Development

Attest: 
Deborah A. Jensen, Deputy
City Clerk

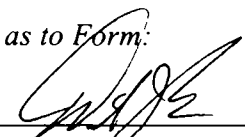
Approved as to Form:

Best Best & Krieger LLP
City Attorney

EXHIBIT "A"**LEGAL DESCRIPTION OF LEASED LAND**

Parcel 3 of Parcel Map 22794, in the City of PALM DESERT, County of RIVERSIDE, State of California, as per map recorded in Book 157, page(s) 93 and 94, of Parcel Maps, in the office of the County Recorder of said County.

Except that portion conveyed to the Coachella Valley Water District by Grant Deed recorded December 16, 1993 as Instrument No. 500256 of Official Records of Riverside County, California.