

AMENDMENT NO. 1

2007
Moves Antenna off Tank
to tower

This Amendment No. 1 ("Amendment") is attached to and made a part of that certain Communications Site License Agreement dated July 3, 1997 (the "Agreement") entered into by and between NEXTEL OF CALIFORNIA, INC., a Delaware corporation, ("Lessee") and MARINA COAST WATER DISTRICT, a County Water District formed and operating under California law, ("Lessor").

WHEREAS, Lessee and Lessor desire to amend the Agreement to revise the existing Exhibit B and certain other provisions of the Agreement to reflect the terms and conditions pursuant to which Lessee will relocate the Lessee Facilities to accommodate Lessor's development plans for the Property, to provide for the partial abatement of Rent to offset some of the cost and expense incurred by Lessee in relocating the Lessee Facilities, to redefine the Lessee's new temporary and long-term Premises and to update Lessee's notice address and Lessor's notice information.

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

1. The terms in this Amendment shall have the same meaning as like terms in the Agreement. In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions herein shall control. Except as set forth below, all provisions of the Agreement remain unchanged and in full force and effect.
2. The Exhibit B of the Agreement is hereby deleted in its entirety and replaced in full with the Revised Exhibit B attached hereto and incorporated herein by this reference (the "Revised Exhibit B"). Upon execution of this Amendment, all references in the Agreement to the Exhibit B shall hereinafter refer to and mean the Revised Exhibit B.
3. Lessee's and Lessor's notice addresses contained in Section 19(d) of the Agreement entitled "Miscellaneous" are hereby deleted in their entirety and replaced in full with the following:

Lessor:

Marina Coast Water District
11 Reservation Road
Marina, CA 93933
Attn: General Manager

Tenant:

Nextel of California
12657 Alcosta Blvd., Suite 300
San Ramon, CA 94583
Attn: Property Services
Phone: 800-275-9084

Handwritten initials and a circular stamp that reads "Sprint Sites USA".

With a copy to:

Nextel Communications
2001 Edmund Halley Drive
Reston, VA 20191-3436
Attn: Contracts Manager – Legal

4. Lessee and Lessor hereby acknowledge, agree and consent to all of the follow:
- (a) Lessee will use diligence and good faith efforts to promptly remove the current Lessee Facilities as depicted on the Exhibit B to the Agreement and replace such facilities with the New Lessee Facilities (defined below) and as more particularly depicted on the Revised Exhibit B.
 - (b) Lessee shall be allowed to install and operate a temporary cell-on-wheels ("COW") at a location depicted on the Revised Exhibit B (the "Lessee COW Location") prior to installing the New Lessee Facilities within the area depicted on the Revised Exhibit B as the "New Premises"; provided, that Lessee will work diligently and use good faith efforts to insure that the COW will not interfere with any proposed construction or any of Lessor's operations on the portion of the area described in Exhibit A to the Agreement outside the area depicted on the Revised Exhibit B as the "New Premises."
 - (c) ~~Following installation and commencement of the commercial operation of the COW, all references in the Agreement to the "Premises" shall thereafter refer to and mean the "New Premises" and all references in the Agreement to the "Lessee Facilities" shall thereafter refer to and mean the "New Lessee Facilities" as defined immediately below. New references shall not change any of the times set forth in paragraph 4 of the Agreement.~~
 - (d) The "New Lessee Facilities" shall consist of the right to erect, maintain and operate on the New Premises radio communications facilities, including a telecommunications tower and foundation, utility lines, transmission lines, air conditioned equipment shelter(s), electronic equipment, radio transmitting and receiving antennas, backup power batteries and supporting equipment, access roads or paths, and structures thereto.
 - (e) The "New Premises" shall consist of approximately 40' x 20' (800) square feet of the Land and all access and utility easements as described in the Revised Exhibit B.
 - (f) Removal of the former Lessee Facilities and installation of the COW and the New Lessee Facilities shall be performed by Lessee, or its agents, at its sole cost and expense in a prompt manner upon the full execution of this Amendment provided that Lessee shall not be required to perform any such work unless and until, through the mutual good faith efforts of Lessee and Lessor (and at no out – of-pocket expense to Lessor), all environmental reviews, permits, consents and

approvals necessary for the installation and operation of such facilities have been obtained by Lessee and all applicable appeal periods have expired.

(g) By virtue of executing this Agreement, Lessor expressly consents to the location of the access and utility easements depicted on the Revised Exhibit B and represents and warrants that such easements will not be disturbed by Lessor's development of the Property.

(h) Notwithstanding anything to the contrary contained in the Agreement including Section 4 (i), Lessee shall have the right to sublet space on its new telecommunications tower and within its New Premises under the following conditions:

a. If the sublessee is a parent company, affiliate or subsidiary of Lessee or of Lessee's parent company ("Permitted Sublessee's"), each such sublet shall require the Lessor's prior written notification and an increase in the then current monthly Rent by an amount equal to One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) per month with CPI adjustments made consistent with the Agreement and partial months to be prorated. Notwithstanding the foregoing, any such increase in the monthly Rent associated with a "Permitted Sublessee" shall be abated until such time as the cumulative abated rent totals One Hundred Ninety Thousand and 00/100 Dollars (\$190,000.00) as reimbursement for a portion of Lessee's costs and expenses incurred in removing the Lessee Facilities and installing the New Lessee Facilities within the New Premises.

b. If the sublessee is not a parent company, affiliate or subsidiary of Lessee at the time of the subletting, each such sublet to these entities ("Consensual Sublessees") shall require the Lessor's prior written approval and an increase in the then current monthly Rent by an amount equal to One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) per month with CPI adjustments made consistent with the Agreement notwithstanding the Consensual Sublessee may later become a parent company, affiliate or subsidiary of Lessee.

c. With respect to Consensual Sublessees consent shall not be unreasonably, withheld, conditioned or delayed and shall be deemed reasonable so long as the subletting and any equipment associated with the subletting does not interfere with Lessor's construction, operations, or maintenance work associated with Lessor's Premises and facilities as determined by Lessor in its sole but reasonable discretion.

d. Additionally, Lessee agrees to provide the Lessor with space on its new telecommunications tower at no cost to the Lessor for one antennae during the term of this Agreement and subsequent Renewal Terms provided that Lessor shall coordinate antennae installation with Lessee so as to avoid frequency or other physical interference with Lessee's antennae.

(i) Upon the removal of the Lessee Facilities, the current Rent shall be immediately reduced by Eight Hundred and 00/100 Dollars (\$800.00) per month until such time as Lessee has recouped Sixty Thousand and 00/100 Dollars (\$60,000.00) in abated Rent as reimbursement for a portion of its costs and expenses incurred in



removing the Lessee Facilities and installing the New Lessee Facilities within the New Premises.

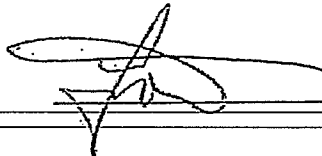
- (j) Change "Lessor" to "Lessee" and change "Lessee" to "Lessor" in Section 20 of the Agreement, so that Lessee shall have sole responsibility for all FAA marking and lighting requirements for the New Lessee Facilities and the COW
- (k) Lessee understands and acknowledges that Lessor's principal intended use of the Premises is for facilities to provide water service and that the Lessor will be upgrading the storage and transmission facilities as described in the Lessor's "D-Zone Reservoir and E-Zone Hydropneumatic Pump Station Project Plans and Specifications" ("Lessor's Upgrade Plans"). Lessee agrees that Lessee's installation, field work and activities associated with its COW and New Lease Facilities will comply with all applicable laws, rules and regulations and will not unreasonably interfere with Lessor's principal intended use of the Premises as currently operated and/or as described on Lessor's Upgrade Plans.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on this _____ day of _____, 2007.

LESSOR:
MARINA COAST WATER DISTRICT,
a California Water District

LESSEE:
NEXTEL OF CALIFORNIA, INC.,
a Delaware corporation,

By: _____



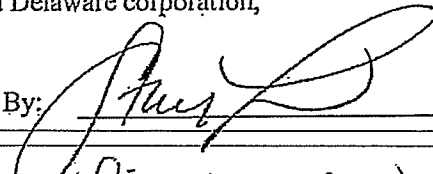
Title: _____

President

Date: _____

5.5.07

By: _____



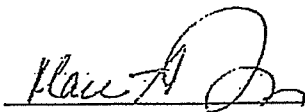
Title: _____

Site Maint Mgr

Date: _____

4-25-07

By: _____



Title: _____

Secretary

Date: _____

4/27/07

