

If the option is extended pursuant to Paragraph 2 hereof, Optionees quarterly option payments are as follows:

B. In the event this option is exercised, or not exercised, all sums paid Optionor in consideration for the option as described in this Paragraph 3 shall be retained by the Optionor in consideration of granting this option.

C. In the event this option is not exercised, Optionees shall turn over to Optionor at no charge to Optionor true and complete copies of any and all investigations, studies, correspondence with any local, county, state or federal agencies, plans and reports in the possession or control of Optionees with reference to any applications to locate the small FM Radio facility on Optionor's Property at the site described herein.

D. Optionor shall fully cooperate and shall not in any way protest in Optionees' endeavor to locate the FM Radio facility on Optionor's Property, at Optionees' sole cost and expense, and shall do any reasonable act or execute and deliver any document that Optionees reasonably deem necessary or desirable for such purposes. Optionees shall execute all agreements and pay, or agree to pay, to the applicable public agency all fees and charges payable in connection with the FM Radio facility, and shall hold Optionor free and harmless from any such obligation, cost or expense. Optionor shall have no obligation



and shall constitute a default by Optionees, and render this option as void.

7. COMMENTS AND WARRANTIES

Optionor makes no representation or warranty respecting the Property, or otherwise in connection with the transaction contemplated hereby.

8. NO WAIVER

The waiver, by one party of the performance of any covenant, condition, or promise shall not invalidate this Agreement nor shall it be considered to be a waiver by such party of any other covenant, condition, or promise hereunder. The waiver by either or both parties of the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time.

9. POSSESSION AND ACCESS

During the option period, Optionees and Optionees' agents, upon prior reasonable notice of not less than twenty-four (24) hours, and with Optionor's consent, which consent shall not be untimely or unreasonably withheld, shall be entitled to enter the access road and site area of the Property to conduct inspections, studies, or other necessary or convenient investigations and generally for the purpose of both parties complying with the provisions of this Option Agreement, providing such access shall not result in any injury or damage to the Property. Optionees agree to repair any damage or disturbance Optionees may cause to the Property. Optionees shall keep the Property free and clear

*Handwritten initials/signature*

from any encumbrances, including, but not limited to, mechanics and materialmen's liens, and further agree to indemnify, defend, pay and hold Optionor harmless from any and all costs, expenses, losses, attorney's fees and liability incurred or sustained by Optionor as a result of the acts of Optionees pursuant to this paragraph.

10. EXCLUSIVE RIGHT BARRING ANY OTHER FM RADIO TRANSMISSION USES

Optionor hereby grants to Optionees the right to erect such facilities as described herein to the exclusion of any other similar facilities on the entirety of Optionor's property as described in Exhibit "A" attached.

11. MISCELLANEOUS

A. Notices

Unless otherwise provided herein, any notice, tender, or delivery to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of date of mailing. Mailed notice shall be addressed as set forth below but each party may change their/her address by written notice in accordance with this paragraph.

If to Optionor to: Donna Blakemore  
193 Refugio Road  
Goleta, CA 93117

With a copy sent to: Jack L. Collison  
A Professional Law Corporation  
1610 Oak Street Suite 106  
Solvang, CA 93463

Handwritten signature and initials, possibly "JL" and "BC", in the bottom right corner.

If to Optionees to: Brian Costello and  
Catherine Lyall  
465 Winding Wood Way  
Sebastopol, CA 95472

B. Attorneys' Fees

In the event of any controversy, claim, or dispute between the parties hereto, arising out of or relating to this Option Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees and costs.

C. Entire Agreement

This Agreement contains the entire agreement and understanding between the parties with respect to the Property. There are no oral understandings, terms or conditions, and neither party has relied upon any representations, express or implied, not contained in this Agreement. All prior understandings, terms or conditions are deemed merged into this Agreement. No variations, modifications, or changes herein or hereof shall be binding upon any party hereto unless set forth in a document executed by or on behalf of such party.

D. Counterparts

This Option Agreement may be executed in counterparts and all so executed shall constitute one Agreement which shall be binding on all parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterpart.

E. Binding Effect

Except for the prohibition against assignment by Optionees, this Agreement and all the terms and provisions

*BC*  
*ab*

contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

F. Time

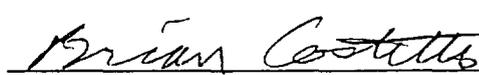
Inasmuch as the term of the option period and the times of performance for the Optionees to perform has been carefully negotiated, it is extremely important to Optionor and Optionees that each perform their respective obligations on time. Therefore, it is agreed that time is of the essence in this Option Agreement.

IN WITNESS WHEREOF, the parties have executed this Option Agreement the day and year first above stated.

OPTIONOR:

  
DONNA BLAKEMORE

OPTIONEES:

 7-29<sup>1</sup>-96  
BRIAN COSTELLO BC

 7-29-96  
CATHERINE LYALL

Exhibit "A"

Parcel "A" of Parcel Map No. 12702, in the County of Santa Barbara, State of California, as shown on Parcel Map filed in Book 20, Pages 94 and 95 of Parcel Maps, in the Office of the County Recorder of said County.

Excepting the interest conveyed to the State of California by Deed recorded June 1, 1970 as Instrument No. 14035 in Book 2310, Page 523 of Official Records.

Also excepting an undivided 50% interest in and to all minerals, including, but not limiting the foregoing, all oil, gas and other hydrocarbon substances in, on and under said land or which may be produced therefrom, without, however, any right to use the surface of said land or that portion of the subsurface of said land lying above a depth of 500 feet below said surface of said land as reserved in Deed from Stephen Nelson Rutherford, a married man, to Stewart L. Abercrombie and Lillian C. Abercrombie, husband and wife, dated November 17, 1964 and recorded January 4, 1965 as Instrument No. 134 in Book 2086, Page 166 of Official Records, lying westerly of the following described line.

A portion of that part of Tract 4 of the Subdivision of that portion of the Rancho Nuestra Senora Del Refugio, in the county of Santa Barbara, State of California, s shown on a Map entitled "Map of that Division of all that part of Rancho Nuestra Senora Del Refugio that belonged to the Estate of Bruno Orella, Deceased, filed in Book 2, Page 16 of Maps and Surveys, Records of said County, conveyed to the State of California by Deed recorded June 1, 1970 in Book 2310 of Official Records at page 523, described as follows:

Beginning at the most westerly corner of Parcel "A" shown and designated on Parcel Map No. 10,939 filed November 19, 1969 in Book 6, Page 23 of Parcel Maps in the Office of the County Records of said County; Thence south  $11^{\circ}46'50''$  east along the westerly line of said Parcel "A" 426.41 feet to an angle point in said Parcel "A"; thence south  $10^{\circ}31'17''$  east 408.91 feet to a point on course (7) as described in the Deed to the State of California, recorded June 1, 1970 as Instrument No. 14035 in Book 2310, Page 523 of Official Records, Records of said County being distant thereon south  $83^{\circ}07'30''$  west 151.65 feet from the easterly terminus of said course (7).

Assessor's Parcel No. 81-210-46

Parcel "B" of Parcel Map No. 10939, in the County of Santa Barbara, State of California, as shown on Parcel Map filed in Book 6, Page 23 of Parcel Maps, in the Office of the County Recorder of said County.

Assessor's Parcel No. 81-210-42

BC  
G  
M

19

659.81 Ac.  
69-AP-29

42

4032.53' 12.13 Ac.

36

566 Ac

46

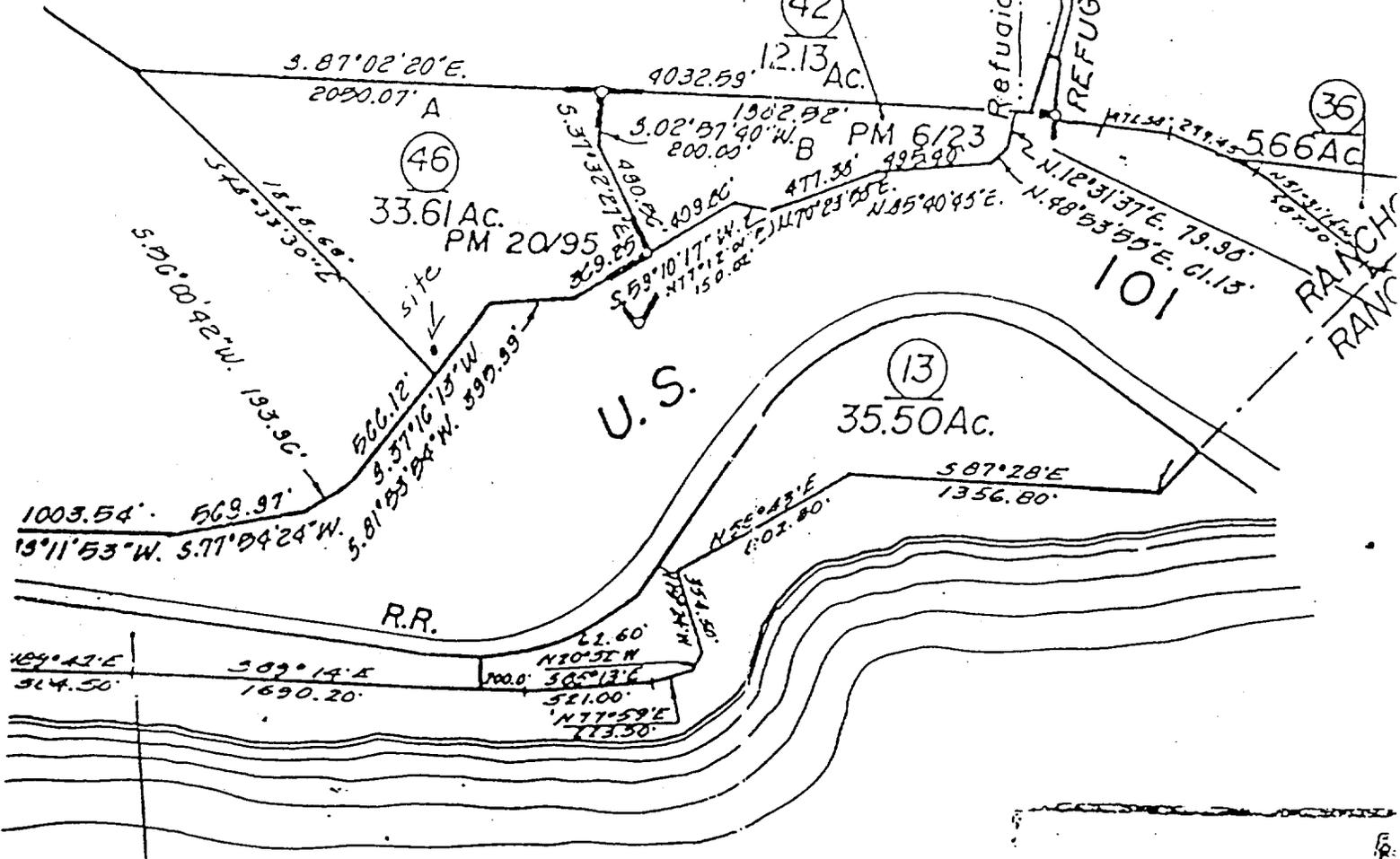
33.61 Ac.  
PM 20/95

13

35.50 Ac.

28

11.00± Ac.



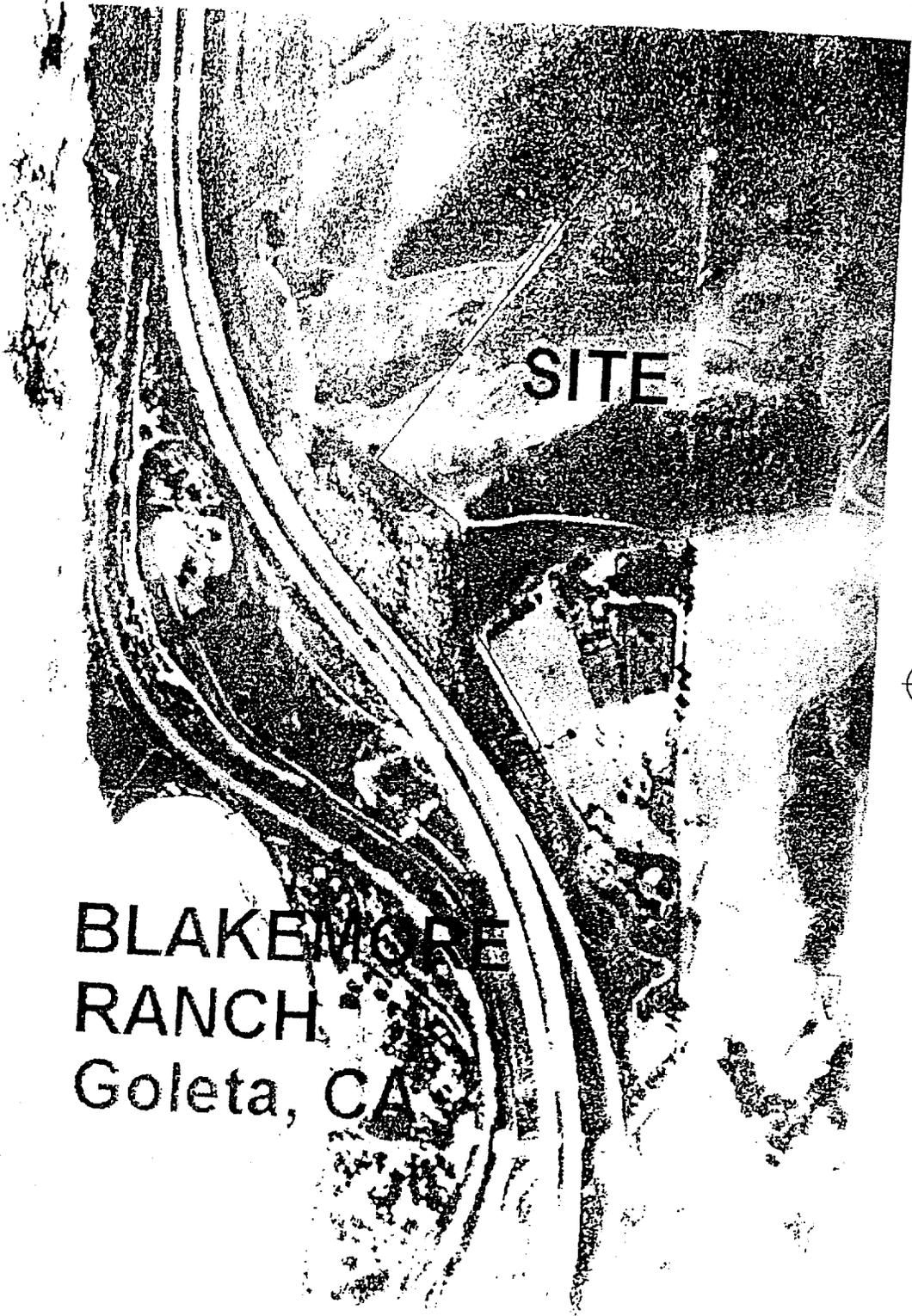
OCEAN

Assessor's purpose only  
parcel ledger

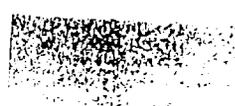
Assessor's  
County of So

EXHIBIT "B"

1.390



BLAKEMORE  
RANCH  
Goleta, CA



LEASE FOR FM RADIO FACILITY

1. Parties:

This Lease is made and entered into this 1st day of May, 1996, by and between DONNA BLAKEMORE (hereinafter referred to as "Landlord") and BRIAN COSTELLO and CATHERINE LYALL (hereinafter referred to as "Tenants").

2. Premises/Use:

Landlord hereby leases to Tenants and Tenants hereby lease from Landlord, on the terms and conditions hereinafter set forth, a 50 x 50 foot site located and described in Exhibit "B" attached hereto and incorporated herein (hereinafter called the "Premises"), on the property of Landlord (Assessor Parcel No. 81-210-46), County of Santa Barbara, State of California, legally described in Exhibit "A" attached hereto and incorporated herein, with non-exclusive vehicular access to the site, for the sole and only purpose of locating a small FM Radio facility (class A-6000 watts). Tenants shall be permitted to erect a fifty (50) foot utility pole on the site and mount a small FM antenna at the top of the utility pole. In addition, Tenants shall be permitted to construct within the premises a small equipment building to contain transmitter equipment. The building will be approximately 10 x 10 feet at the base and approximately seven (7) feet in height.

3. Term:

The term of this Lease shall be for six (6) years, commencing on \_\_\_\_\_ (the date Tenants exercise Tenants' option pursuant to and in compliance with an Option Agreement between Landlord and Tenants, dated May 1, 1996), and ending on \_\_\_\_\_.

4. Rent:

Tenants shall pay to Landlord as rent for the Premises as follows:

All rent shall be paid in advance on the first day of each month. Any rental unpaid for more than ten (10) days shall include a late payment penalty of Fifty Dollars (\$50.00).

5. **Taxes:**

Landlord shall pay all real property taxes and general assessments levied and assessed against the Premises during the term of this Lease. Tenants shall pay any personal property taxes assessed against Tenants' improvements.

6. **Utilities:**

Tenants shall make all arrangements and pay for all power, telephone and other utility services supplied to the Premises and Landlord shall have absolutely no responsibility therefor. Landlord will reasonably approve the location of utility services to the site described in Exhibit "B" attached hereto and incorporated herein.

7. **Maintenance and Repair:**

Tenants accept the Premises in an "as is" condition and shall be solely responsible for the repair and maintenance of the Premises and Tenants' improvements. Landlord shall have absolutely no responsibility for repairs or maintenance to the Premises.

8. **Hold Harmless - Liability Insurance:**

Tenants shall indemnify and hold Landlord harmless from and against any and all claims arising from Tenants' use or occupancy of the Premises or from the conduct of Tenants' business or from any activity, work, or things which may be permitted or suffered by Tenants in or about the Premises, including any act or omission of Tenants' employees or agents, and including all damages, costs, attorneys' fees, expenses and liabilities incurred in the defense of any claim or action or proceeding arising therefrom.

Tenants further agree to take out and keep in force during the term of this Lease at Tenants' own expense, public liability insurance in companies approved by Lessor for protection against liability to the public arising as an incident to the use of or resulting from any accident occurring in or about the leased Premises. The limits of liability under this insurance are to be not less than \$500,000 for total personal injury and \$100,000 for property damage. These insurance policies shall insure the contingent liability of Landlord, and the policies, or certificates of insurance, are to be placed with Landlord. Such policies shall contain a written obligation on the part of the insurance companies to notify Landlord in writing before any cancellation of the insurance. Tenants agree that, if Tenants do not keep the insurance in force, Landlord may take out the necessary insurance and pay the premiums. The repayment of the premiums shall be part of the rental and payment shall be made on the day on which rental becomes due.

BC  
[Handwritten signature]

9. **Surrender and Restoration:**

On the last day of the term of this Lease, Tenants shall surrender and restore the Premises to Landlord in the condition it was prior to the installation of improvements by Tenants as provided herein to the satisfaction of Landlord, at the sole cost of Tenants.

10. **Installation of Improvements:**

Any and all costs of Tenants' additions, utility or equipment installations shall be paid for by Tenants. Tenants shall keep the leased Premises and the property on which the leased Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenants. Should any claims of lien be filed against the leased Premises or any action affecting the title to such property be commenced (as a result of Tenants' actions), Tenants shall give Landlord written notice thereof as soon as Tenants have knowledge thereof. Should any such lien be filed against the leased Premises because of any work performed, materials furnished or obligations incurred by Tenants, then within thirty (30) days of the recording of such lien, Tenants shall obtain by discharge, bond or otherwise, its full release. If Tenants shall not obtain the full release of any such lien within said thirty (30) day period, Landlord may (but shall not be so required) pay said claim and discharge any such lien and the costs and the amounts so paid together with reasonable attorneys' fees incurred in connection therewith shall be due and owing from Tenants to Landlord within ten (10) days after receipt of a written request for such reimbursement, together with interest on said sum at ten percent (10%) per annum. Failure to pay said amount shall be considered a default and breach of this Lease, allowing Landlord to proceed under Paragraph 13 of this Lease.

11. **Right of Entry:**

Landlord shall permit Tenants and Tenants' agents to enter the non-exclusive access road and the Premises at all reasonable times upon reasonable prior notice of at least twenty-four (24) hours, except in an emergency.

12. **Assignment:**

This Lease shall not be assigned or subleased without written approval of Landlord, which approval shall not be unreasonably withheld.

13. **Default; Remedies:**

If Tenants fail to pay any rent required by this Lease as and when due and if such failure continues for five (5) days, or if Tenants breach any other material promise, covenant or agreement contained in this Lease and fail to cure such breach

BC  
LH

within thirty (30) days after receiving a written notice specifying the breach from Landlord (or if Tenants fail thereafter to diligently prosecute the cure to completion, including the utilization of overtime labor and other emergency measures if necessary under the circumstances considering the nature of the breach) or, if Tenants abandon the leased Premises (as abandonment is defined in *California Civil Code*, Section 1951.3), then Landlord may terminate this Lease by giving the notice provided for in Paragraph 17 below and be revested with Landlord's former estate in the leased Premises free and clear of all claims against it by Tenants. Landlord shall have all rights provided by law or equity for Tenants' default of this Lease, including, but not limited to, all provisions of law relating to forcible entry or unlawful detainer.

**14. Attorneys' Fees:**

If either party commences any proceeding in court to enforce or interpret any provisions(s) of this Lease or an action against the other party for damages, the prevailing party shall be entitled to recover from the losing party said party's reasonable attorneys' fees and costs with respect to such proceeding or action as the court may adjudge to be reasonable.

**15. Waivers:**

The waiver by Landlord or Tenants of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent or continuing breach of the same or any other terms, covenant or condition herein contained. No action or inaction by either party shall constitute a waiver of a default.

**16. Cancellation Beyond Tenants' Control:**

Any controlling agencies whose final decisions are beyond the control of Tenants that prohibit the use of the facility by Tenants shall be considered to be proper grounds for the cancellation of this Lease by Tenants. Landlord, as a condition of cancellation, shall be entitled to receive and review all documents relating to the prohibition of use by Tenants from any governmental agency. Agencies that have controlling decisions to prohibit Tenants' use include, but shall not be limited to, the Federal Communications Commission, the California Coastal Commission and the County of Santa Barbara, Planning and Zoning.

**17. Lease**

Landlord hereby leases the premises to Tenants with the right to use the premises for the purpose of erecting facilities as described herein to the exclusion of any other similar facility on the entirety of Landlord's property described in Exhibit "A" attached.

BC  
BX  
llh

18. Notices:

Whenever under this Lease a provision is made for any demand, notice or declaration of any kind, it shall be in writing and served either personally or sent by registered or certified United States mail, postage prepaid, addressed at the addresses as set forth below:

TO LANDLORD AT: DONNA BLAKEMORE  
193 Refugio Road  
Goleta, CA 93117

With a Copy to: JACK L. COLLISON  
A PROFESSIONAL LAW CORPORATION  
1610 Oak Street, Suite 106  
Solvang, CA 93463

TO TENANT AT: BRIAN CASTILLO and  
CATHERINE LYALL  
465 Winding Wood Way  
Sebastopol, CA 95472

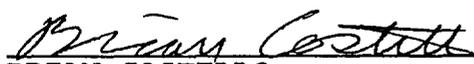
Such notice shall be deemed to be received within forty-eight (48) hours from the time of mailing, if mailed as provided for in this paragraph.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date first above written.

LANDLORD:

TENANTS:

  
DONNA BLAKEMORE

  
BRIAN COSTELLO

7-29-96  
BC

  
CATHERINE LYALL



Exhibit "A"

Parcel "A" of Parcel Map No. 12702, in the County of Santa Barbara, State of California, as shown on Parcel Map filed in Book 20, Pages 94 and 95 of Parcel Maps, in the Office of the County Recorder of said County.

Excepting the interest conveyed to the State of California by Deed recorded June 1, 1970 as Instrument No. 14035 in Book 2310, Page 523 of Official Records.

Also excepting an undivided 50% interest in and to all minerals, including, but not limiting the foregoing, all oil, gas and other hydrocarbon substances in, on and under said land or which may be produced therefrom, without, however, any right to use the surface of said land or that portion of the subsurface of said land lying above a depth of 500 feet below said surface of said land as reserved in Deed from Stephen Nelson Rutherford, a married man, to Stewart L. Abercrombie and Lillian C. Abercrombie, husband and wife, dated November 17, 1964 and recorded January 4, 1965 as Instrument No. 134 in Book 2086, Page 166 of Official Records, lying westerly of the following described line.

A portion of that part of Tract 4 of the Subdivision of that portion of the Rancho Nuestra Senora Del Refugio, in the county of Santa Barbara, State of California, s shown on a Map entitled "Map of that Division of all that part of Rancho Nuestra Senora Del Refugio that belonged to the Estate of Bruno Orella, Deceased, filed in Book 2, Page 16 of Maps and Surveys, Records of said County, conveyed to the State of California by Deed recorded June 1, 1970 in Book 2310 of Official Records at page 523, described as follows:

Beginning at the most westerly corner of Parcel "A" shown and designated on Parcel Map No. 10,939 filed November 19, 1969 in Book 6, Page 23 of Parcel Maps in the Office of the County Records of said County; Thence south 11°46'50" east along the westerly line of said Parcel "A" 426.41 feet to an angle point in said Parcel "A"; thence south 10°31'17" east 408.91 feet to a point on course (7) as described in the Deed to the State of California, recorded June 1, 1970 as Instrument No. 14035 in Book 2310, Page 523 of Official Records, Records of said County being distant thereon south 83°07'30" west 151.65 feet from the easterly terminus of said course (7).

Assessor's Parcel No. 81-210-46

Parcel "B" of Parcel Map No. 10939, in the County of Santa Barbara, State of California, as shown on Parcel Map filed in Book 6, Page 23 of Parcel Maps, in the Office of the County Recorder of said County.

Assessor's Parcel No. 81-210-42

BC  
CL  
LB

(19)

659.81 Ac.  
69-AP-29

(42)

12.13 Ac.

(36)

566 Ac.

(46)

33.61 Ac.  
PM 20/95

(13)

35.50 Ac.

(28)

11.00± Ac.

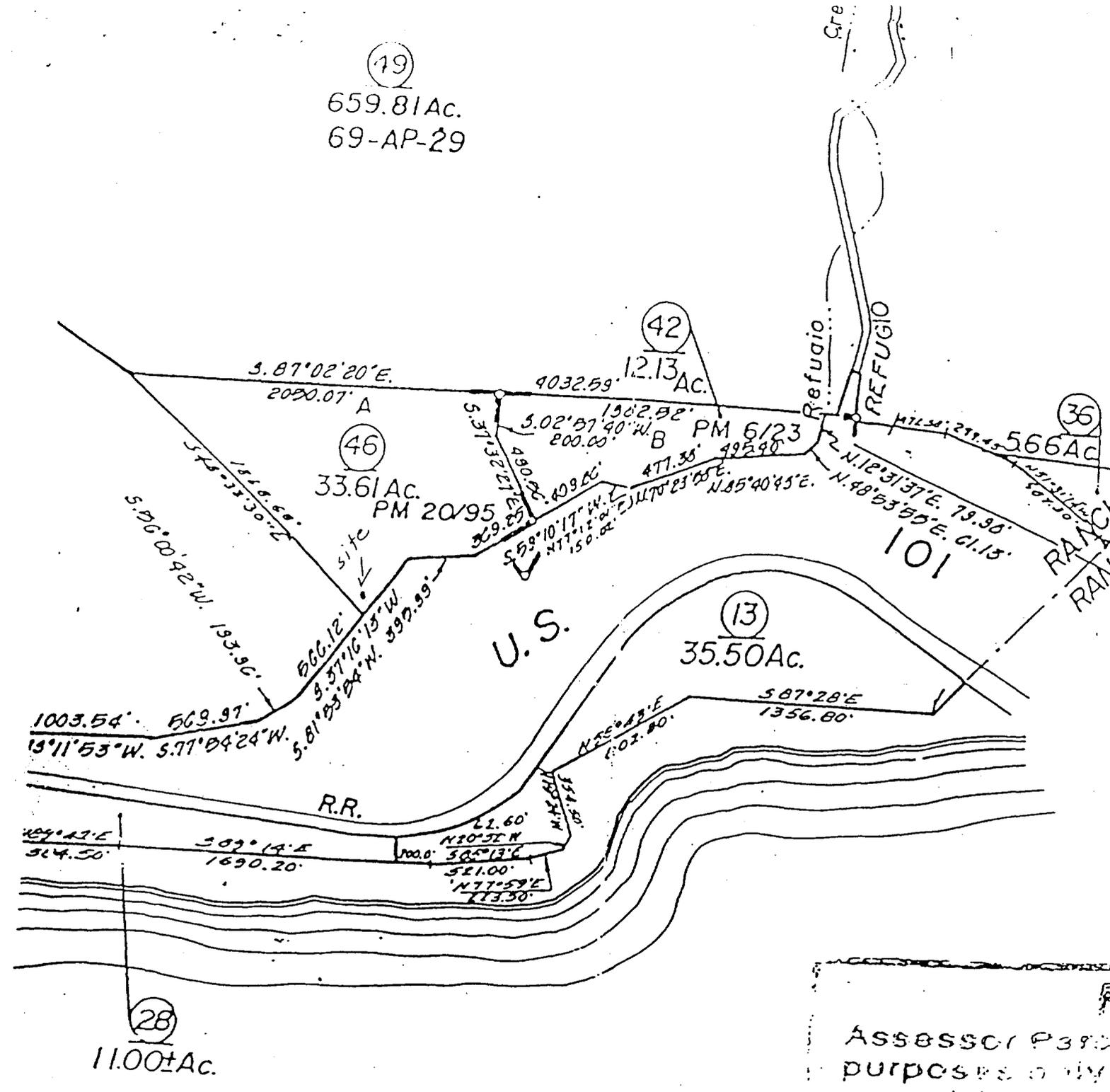
Assessor's purposes only  
parcel legend

OCEAN

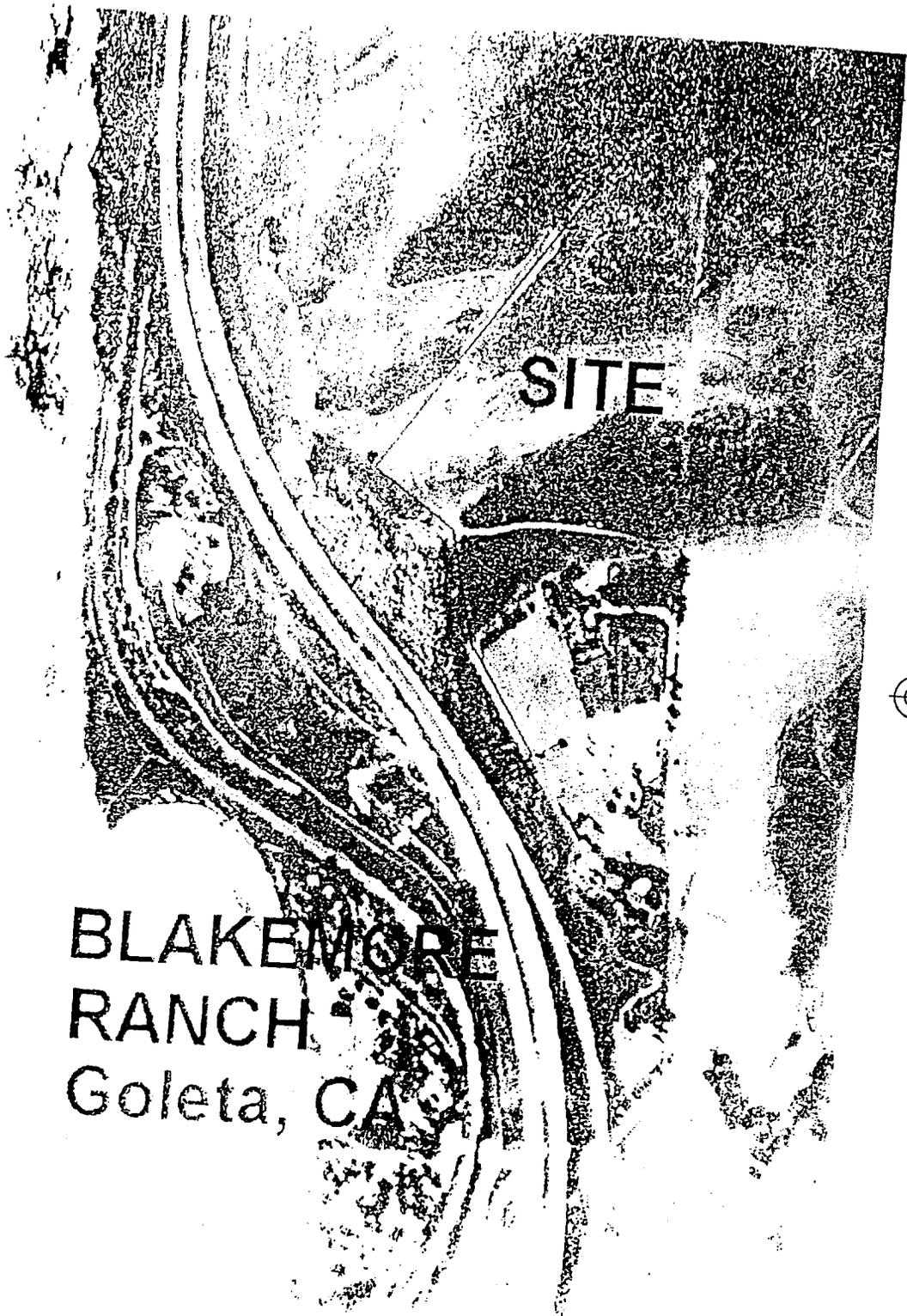
Assessor's 1

County of So

EXHIBIT "B"



1.390



BLAKEMORE  
RANCH  
Goleta, CA





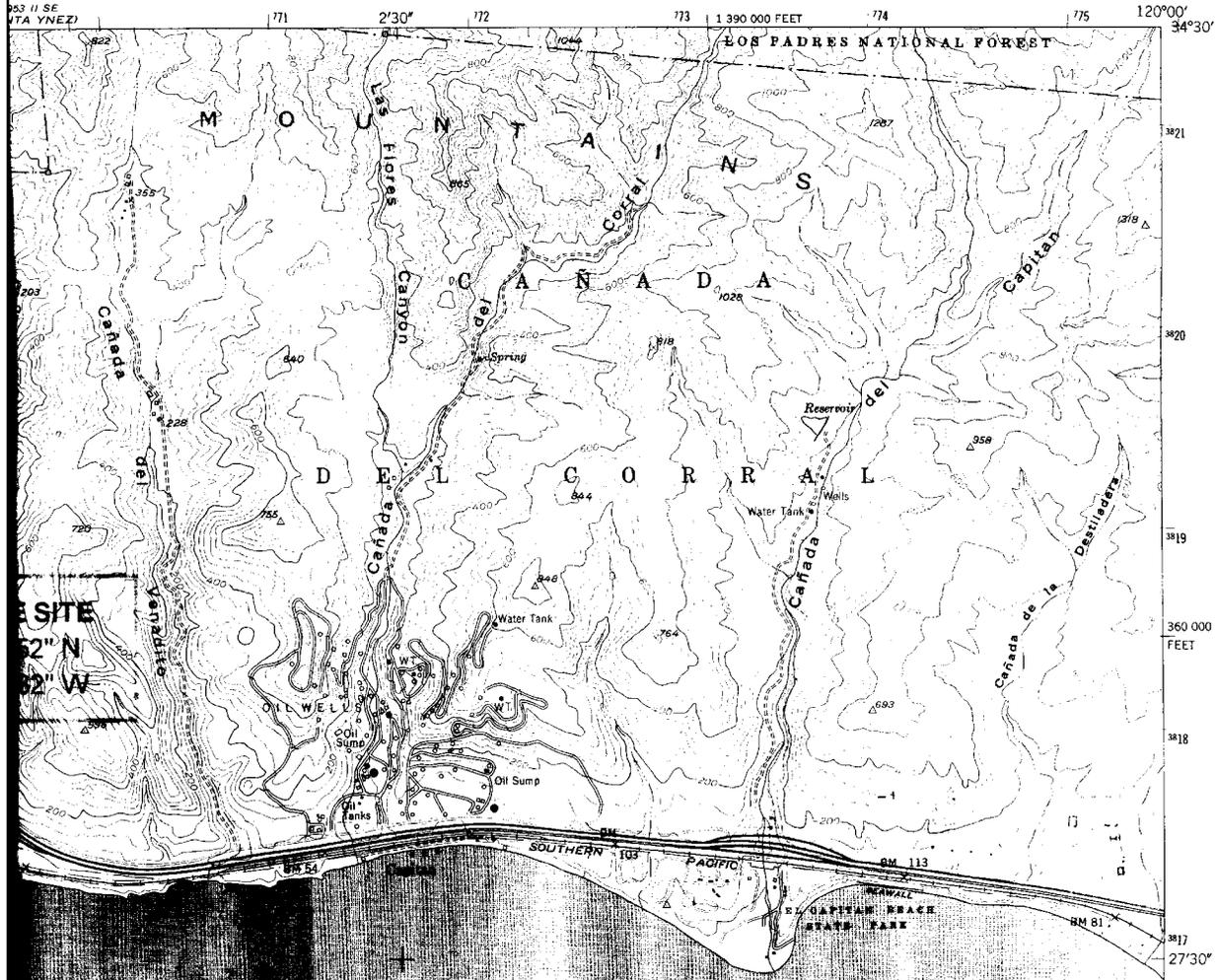
A



CALIFORNIA  
WATER RESOURCES

TAJIGUAS QUADRANGLE  
CALIFORNIA-SANTA BARBARA CO.  
7.5 MINUTE SERIES (TOPOGRAPHIC)

2053 III SW  
(LAKE CACHUMA)



SITE  
362° N  
122° W

C H A N N E L

1005 PUEBLOS CANYON  
2055 IV NW

3813

25'

3811

3810

3809

330 000  
FEET

3808

34°22'30"  
120°07'30"

1 360 000 FEET

'66

'67

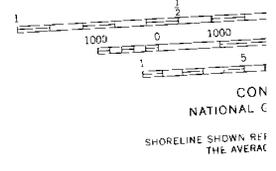
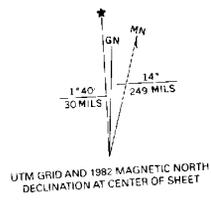
'68 5'

'69

P A C I F I C

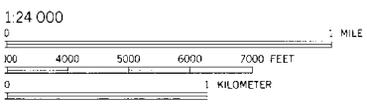
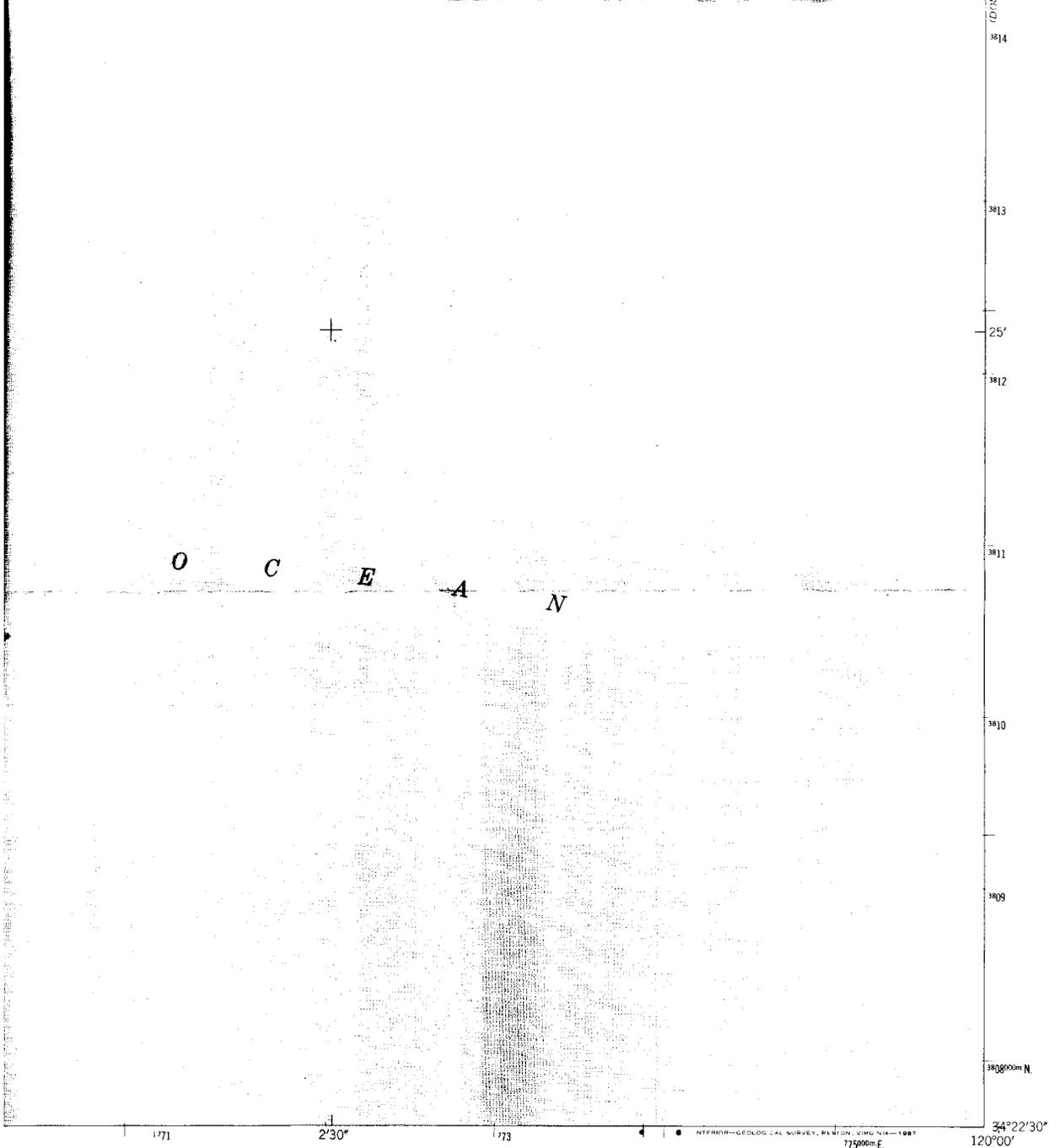


Mapped, edited, and published by the Geological Survey  
 Control by NOS/NOAA and USCE  
 Topography from aerial photographs by multiplex methods  
 Aerial photographs taken 1947. Field check 1953  
 Polyconic projection. 1927 North American datum  
 10,000-foot grid based on California coordinate system, zone 5  
 1,000-meter Universal Transverse Mercator grid ticks,  
 zone 10, shown in blue  
 To place on the predicted North American Datum 1983  
 move the projection lines 4 meters north and  
 88 meters east as shown by dashed corner ticks  
 Dashed land lines indicate approximate locations  
 There may be private inholdings within the boundaries of  
 the National or State reservations shown on this map



CON  
 NATIONAL C  
 THIS MAP COMPLET  
 FOR SALE BY U. S. GEOLOGICAL SU  
 A FOLDER DESCRIBING TOPO

1987



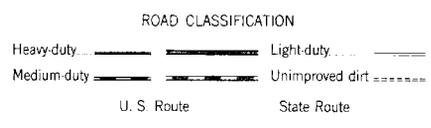
VERTICAL DATUM OF 1929  
 APPROXIMATE LINE OF MEAN HIGH WATER  
 IS APPROXIMATELY 4 FEET

**DIGITAL MAP ACCURACY STANDARDS**  
 FOR COLORADO 80225, OR RESTON, VIRGINIA 22092  
 DATA AND SYMBOLS IS AVAILABLE ON REQUEST



QUADRANGLE LOCATION

Revisions shown in purple compiled from aerial photographs  
 dated 1973 and other source data. This information has  
 been field checked. Map edited 1982



**TAJIGUAS, CALIF.**  
 34120-D2-TF-024

**1953**  
 PHOTOGRAPHIC SOURCE  
 DMA 1952 I NE-SERIES V895

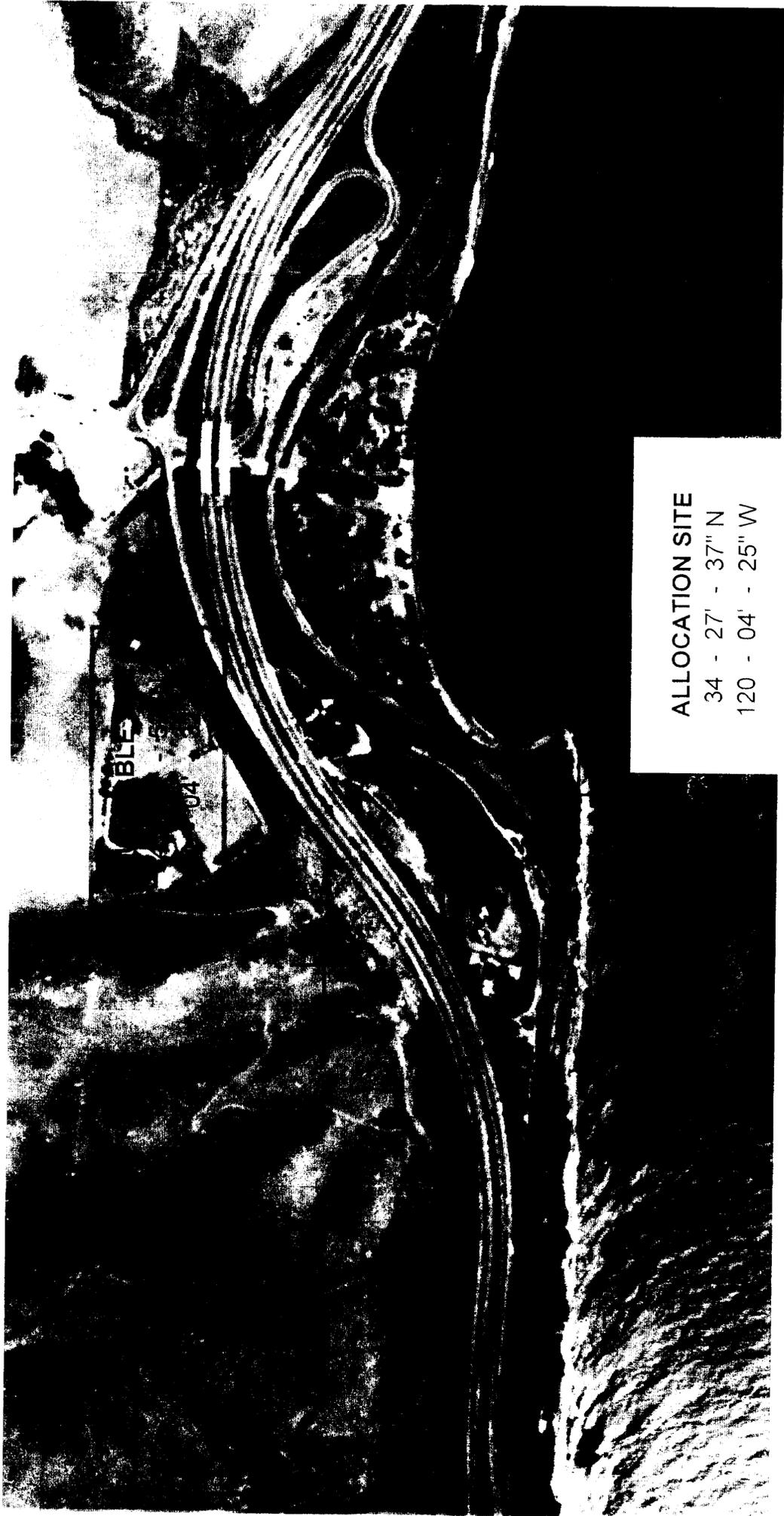




**ALLOCATION SITE**

34 - 27' - 37" N

120 - 04' - 25" W



ALLOCATION SITE

34 - 27' - 37" N

120 - 04' - 25" W

C



34-27  
120 04