OPTION AND TOWER LEASE AGREEMENT

This Option and Tower Lease Agreement made this ______ day of ______, 2009, between the City of Lancaster, a municipal corporation, corporate and politic, with its principal offices located at 44933 North Fern Avenue, Lancaster, California 93534, hereinafter designated LESSOR and Los Angeles SMSA Limited Partnership, d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

LESSOR is the owner of that certain real property located at 43000 30th Street East, Lancaster, California, legally described on Exhibit "A," attached hereto and made a part hereof (the entirety of LESSOR's property is referred to hereinafter as the "**Property**"). LESSEE desires to obtain an option to lease a portion of said Property ("**Land Space**") and tower space ("**Tower Space**"), together with the non-exclusive right (the "**Right of Way**") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twelve-foot (12') wide right-of-way extending from the nearest public right-of-way ,West 30th Street East, to the Land Space; and together with any further rights of way (the "**Further Rights of Way**") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Right of Way and Further Rights of Way, if any, are substantially described in Exhibit "A", attached hereto and made a part hereof demised premises and are collectively referred to hereinafter as the "**Premises**."

NOW THEREFORE, in consideration of the sum of Two Thousand Dollars (\$2,000.00), to be paid by LESSEE to LESSOR, LESSOR hereby grants to LESSEE the right and option to lease said Premises, for the term and in accordance with the covenants and conditions set forth herein. The foregoing payment shall be made by LESSEE within forty five (45) days of full execution of this Agreement or of receipt by LESSEE from LESSOR of the Rental Documentation, as defined in and in accordance with Paragraph 3a of the Agreement below, whichever occurs later. The providing by LESSOR of Rental Documentation to LESSEE shall be a prerequisite for the payment of the foregoing amount or any other option or rental payment, if applicable, by LESSEE, and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any payment(s) until Rental Documentation has been supplied to LESSEE.

The option may be exercised at any time on or prior to twelve (12) months after the date of this Agreement. If the option has not been so exercised, it shall be automatically extended for one additional period of twelve (12) months, unless LESSEE gives written notice to LESSOR of the intent not to extend prior to the end of the initial option period. If the option is extended, LESSEE shall make an additional payment of Two Thousand Dollars (\$2,000.00) to LESSOR within thirty (30) days of the option being extended, provided LESSOR has supplied to LESSEE the Rental Documentation, as defined in and in accordance with Paragraph 3a of the Agreement below. The time during which the option may be exercised may be further extended by mutual agreement in writing. If during said option period, or during the term of the lease, if the option is exercised, LESSOR decides to subdivide, sell or change the status of the Property or LESSOR's property contiguous thereto LESSOR shall immediately notify LESSEE in writing so that LESSEE can take steps necessary to protect LESSEE's interest in the Premises.

This option may be sold, assigned or transferred by LESSEE without any approval or consent of LESSOR to LESSEE's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of LESSEE in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

Should LESSEE fail to exercise this option or any extension thereof within the time herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered, this option terminated, and LESSOR shall retain all money paid for the option, and no additional money shall be payable by either Party to the other.

LESSOR shall cooperate with LESSEE in its effort to obtain all certificates, permits and other approvals that may be required by any Federal, State or Local authorities which will permit LESSEE use of the Premises. LESSOR shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE.

LESSOR shall permit LESSEE, during the option period, free ingress and egress to the Premises to conduct such surveys, inspections, structural strength analysis, subsurface soil tests, and other activities of a similar nature as LESSEE may deem necessary, at the sole cost of LESSEE.

LESSOR agrees to execute a Memorandum of this Option to Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Option to Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

Notice of the exercise of the option shall be given by LESSEE to LESSOR in writing by certified mail, return receipt requested. Notice shall be deemed effective on the date of the notice and thereupon the following agreement shall take effect:

TOWER LEASE AGREEMENT

This Tower Lease Agreement ("**Agreement**"), made this ____ day of _____, 2009, between the City of Lancaster, a municipal corporation, corporate and politic, with its principal offices located at 44933 North Fern Avenue, Lancaster, California 93534, hereinafter designated **LESSOR**, and Los Angeles SMSA Limited Partnership, d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated **LESSEE**. LESSOR and LESSEE are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES.

- LESSOR hereby leases to LESSEE a portion of that certain space (the a. "Tower Space") on LESSOR's light standard, hereinafter referred to as the "Tower," located at 43000 30th Street East, Lancaster, California, legally described on Exhibit "A," attached hereto and made a part hereof (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a parcel of land measuring approximately twenty-one (21) feet by fortytwo (42) feet and containing approximately eight hundred eighty-two (882) square feet (the "Land Space") for the installation of an equipment building ("Shelter"); together with the non-exclusive right (the "Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twelve-foot (12') wide right-of-way extending from the nearest public right-of-way, 30th Street East, to the Land Space; and together with any further rights of way (the "Further Rights of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Right of Way and Further Rights of Way, if any, are substantially described in Exhibit "B," attached hereto and made a part hereof demised premises and are collectively referred to hereinafter as the "Premises."
- b. In the event any public utility is unable to use the Right of Way or Further Rights of Way, LESSOR hereby agrees to grant an additional right-of-way(s) either to LESSEE or to the public utility, and LESSOR acknowledges that it will not be entitled to additional consideration for granting such additional right of way(s).
- c. In connection with the installation of LESSEE's facility, LESSEE shall remove and dismantle LESSOR's existing light standard ("Existing Light Standard"), which removal shall be contingent upon LESSEE obtaining all necessary certificates, permits and other approvals that may be required by any federal, state or local authorities in connection with same. LESSEE shall dismantle and remove or shall cause the Existing Light Standard to be dismantled and removed in a safe and workmanlike manner. LESSOR shall cooperate with LESSEE with regard to such dismantling and removal of the Existing Light Standard.
- d. After the dismantling and removal of the Existing Light Standard has been completed, LESSEE agrees that it will install a new light standard ("New Light Standard") in compliance with all applicable laws and substantially in accordance with plans and specifications (the "Plans") to be approved by LESSOR, which approval shall not be unreasonably withheld, conditioned or delayed. Within thirty (30) days after LESSOR receives LESSEE's notice that installation of the New Light Standard has been completed, LESSOR shall inspect the New Light Standard with a representative of LESSEE present. If LESSOR provides written notice to LESSEE of LESSOR's approval of the New Light Standard within such thirty (30) day period, LESSEE shall execute the documentation specified herein. If LESSOR provides written notice of any installation deficiencies to LESSEE within said thirty (30) day time period (the "Notice"), LESSEE shall commence any repairs and/or remedial work necessary to correct the deficiencies described therein. Once such repairs and/or remedial work have been completed, LESSOR shall re-inspect the New Light Standard, but only with respect to such installation deficiencies while in

the presence of a LESSEE representative. If LESSOR reasonably determines that LESSEE has corrected such installation deficiencies in compliance with the Notice, LESSOR shall give LESSEE written approval of the New Light Standard, and LESSEE shall thereafter execute the documentation specified herein. In the event LESSOR either fails to approve installation of the New Light Standard, as described above, or fails to provide the Notice to LESSEE within such thirty (30) day time period, LESSOR shall be deemed to approve LESSEE's installation of, and shall be deemed to approve the New Light Standard, and accepted it in its "as is" condition, and LESSEE shall have no further liability with respect to construction of same. After such thirty (30) day period has expired, LESSEE shall execute the documents specified herein. Upon completion of installation of the New Light Standard in accordance with this Paragraph, LESSEE will deliver to LESSOR the following documentation: (a) LESSEE will execute and deliver to LESSOR a bill of sale substantially in the form of Exhibit "C," attached hereto and made a part hereof, transferring all of its right, title and interest in the New Light Standard to LESSOR; and (b) LESSEE will execute and deliver to LESSOR, in a form reasonably acceptable to LESSOR, assignment(s) of all manufacturers' and contractors' warranties with respect to the New Light Standard (to the extent that such warranties are assignable), consented to by the manufacturers and contractors, such that LESSOR will enjoy the benefit of all such warranties in the same manner as would be enjoyed if LESSOR had directly contracted for the materials comprising, and installation of, the New Light Standard.

- e. In connection with constructing the Shelter, LESSEE shall also construct a ten-foot (10') by twelve-foot (12') addition onto the Shelter, which LESSOR shall be permitted to use for LESSOR's purposes.
- 2. <u>SURVEY</u>. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "D," which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "B." Cost for such work shall be borne by LESSEE.

3. TERM: RENTAL; ELECTRICAL.

- a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Twenty-Four Thousand Dollars (\$24,000.00) to be paid in equal monthly installments on or before the first day of the month to LESSOR's Finance Director, or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 24 below. The "Commencement Date" shall be the first day of the month in which notice of the exercise of the option, as set forth above, is effective. However, LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the exercise of the option is effective.
- b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this

Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term (as defined below) of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 24 below. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s) or transferee(s) of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s) or transferee(s) of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s) or transferee(s) of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

- LESSOR shall, at all times during the Term, provide electrical service and If permitted by the local utility company telephone service access within the Premises. servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then LESSEE shall pay LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE at Verizon Wireless, P.O. Box 182727, Columbus, Ohio 43218. LESSEE shall be permitted at any time during the Term (as defined below), to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.
- 4. <u>EXTENSIONS</u>. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.
- 5. <u>RENT INCREASES</u>. Commencing on the first annual anniversary of the Commencement Date and on each annual anniversary thereafter during the Term, the annual rent shall be increased by an amount equal to three percent (3%) of the annual rent paid during the immediately preceding year.

- extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for four (4) additional five (5) year terms thereafter unless terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. The initial term and all extensions shall be collectively referred to herein as the "Term."
- TAXES. LESSEE shall have the responsibility to pay any personal property, real 7. estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. <u>USE; GOVERNMENTAL APPROVALS</u>. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals")

that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that it will be unable to use the Premises for its intended purposes, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. <u>INDEMNIFICATION</u>. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. <u>INSURANCE</u>.

- a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.
- b. LESSOR, at its own cost and expense, will maintain commercial general liability insurance with limits not less than One Million Dollars (\$1,000,000) for injury to or death of one or more persons in any one occurrence and One Million Dollars (\$1,000,000) for damage or destruction to property in any one occurrence. LESSEE, at its own cost and expense, will maintain commercial general liability insurance with a combined single limit of not less than Five Million Dollars (\$5,000,000) for injury to or death of one or more persons and damage or destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.
- c. In addition, LESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Tower at full replacement cost, as the

same shall exist from time to time without a coinsurance feature. LESSOR's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Tower required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.

- 11. <u>LIMITATION OF LIABILITY</u>. Except for indemnification pursuant to Paragraphs 9 and 30, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.
- 12. ACCESS TO TOWER. LESSOR agrees LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.
- 13. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 34 below). LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If LESSOR fails to make such repairs including maintenance LESSEE may make the repairs and the costs thereof shall be payable to LESSEE by LESSOR on demand together with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. If LESSOR does not make payment to LESSEE within ten (10) days after such demand, LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from LESSEE to LESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Upon request of LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, repair or similar work at the Property or on the Tower provided:

- a. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;
 - b. LESSOR pays all costs incurred by LESSEE for relocating LESSEE's

equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for LESSEE's use, in LESSEE's reasonable determination;

- c. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate;
- d. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- e. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSOR.
- LESSEE agrees to install equipment of the type and 14. INTERFERENCE. frequency which will not cause harmful interference, which is measurable in accordance with then existing industry standards, to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference, which is measurable in accordance with then existing industry standards, to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.
- 15. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of this Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.
- 16. <u>HOLDOVER</u>. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 15 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good

faith, LESSEE holds over in violation of Paragraph 15 and this Paragraph 16, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 15 shall be increased to one hundred ten percent (110%) of the rent applicable during the month immediately preceding such expiration or earlier termination.

- 17. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal.
- 18. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.
- 19. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.
- 20. <u>TITLE</u>. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

- 21. <u>INTEGRATION</u>. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under this Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.
- 22. <u>GOVERNING LAW</u>. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.
- 23. <u>ASSIGNMENT</u>. This Agreement may be sold, assigned or transferred by LESSEE without any approval or consent of LESSOR to LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.
- 24. <u>NOTICES</u>. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Lancaster

44933 Fern Avenue Lancaster, CA 93534 Attn.: City Manager (661) 723-6000

LESSEE:

Los Angeles SMSA Limited Partnership,

d/b/a Verizon Wireless

180 Washington Valley Road Bedminster, New Jersey 07921 Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

- 25. <u>SUCCESSORS</u>. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.
- 26. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, Tower or right-ofway; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Tower or Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of this Agreement, (2) fulfill LESSOR's obligations under this Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under this Agreement. Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that this Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.
- 27. <u>RECORDING</u>. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

28. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day

period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

- In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property, provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.
- REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the nondefaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

30. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or

concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Tower or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

- b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Tower or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.
- Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.
- CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than fortyfive (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and

effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

- 33. <u>SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY</u>. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.
- and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.
- 35. <u>SURVIVAL</u>. The provisions of this Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.
- 36. <u>CAPTIONS</u>. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of this Agreement. They shall not affect or be utilized in the construction or interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:		
City of Lancaster		
Ву:		
Name:		
Title:		

LESSEE:

Dated:

Los Angeles SMSA Limited Partnership, dba Verizon Wireless

By: AirTouch Cellular, its General Partner

Name: Walter L. Johes, Jr.

Title: Area Vice President Network

EXHIBIT "A"

(Legal Description of the Property)

The land referred to herein is situated in the State of California, County of Los Angeles, and described as follows:

BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 11 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE NORTH 00° 36' 25" WEST A DISTANCE OF 86.03 FEET; THENCE NORTH 89° 23' 35" EAST A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00° 36' 25" WEST, PARALLEL WITH THE WESTERLY LINE OF SAID SECTION 29, A DISTANCE OF 1,410.27 FEET; THENCE SOUTH 89° 53' 36" EAST A DISTANCE OF 165.08 FEET; THENCE SOUTH 73° 17' 08" EAST A DISTANCE OF 334.73 FEET; THENCE NORTH 87° 59' 30" EAST A DISTANCE OF 374.17 FEET; THENCE NORTH 00° 00' 00" WEST A DISTANCE OF 56.91 FEET; THENCE SOUTH 89° 58' 14" EAST A DISTANCE OF 1,738.60 FEET; THENCE SOUTH 00° 32' 49" EAST A DISTANCE OF 1,386.15 FEET; THENCE SOUTH 44° 46' 18" WEST A DISTANCE OF 38.40 FEET; THENCE NORTH 89° 54' 34" WEST; PARALLEL WITH THE SOUTH LINE OF SAID SECTION 29, A DISTANCE OF 2,542.65 FEET; THENCE NORTH 45° 14' 46" WEST A DISTANCE OF 37.83 FEET TO THE POINT OF BEGINNING. CONTAINS 83.56 ACRES.

EXCEPT THEREFROM:

COMMENCING AT THE CENTER CORNER OF SAID SECTION 29, ALSO BEING THE CENTERLINE INTERSECTION OF AVENUE "K-8 AND 35th STREET EAST THENCE WESTERLY ALONG THE NORTHERLY LINE OF THE SAID SOUTHWEST QUARTER OF SECTION 29, ALSO BEING THE CENTERLINE OF AVENUE "K-8" AT A BEARING OF NORTH 89° 58' 14" WEST, A DISTANCE OF 1355.00 FEET; THENCE SOUTH 00° 01' 46" WEST, A DISTANCE OF 1180.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89° 58' 14" WEST, A DISTANCE OF 147.58 FEET THENCE SOUTH 00° 01' 46" WEST, A DISTANCE OF 147.58 FEET; THENCE SOUTH 89° 58' 14" EAST, A DISTANCE OF 147.58 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ONE-FOURTH OF ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN, ON OR UNDER SAID LAND, AS RESERVED BY WALTER E. MCLANE AND MINNIE MCLANE, HUSBAND AND WIFE, IN DEED RECORDED JULY 20, 1951 IN BOOK 36804 PAGE 227, OFFICIAL RECORDS.

EXHIBIT "B"

(Description of Premises)



43000 W 30TH STREET EAST LANCASTER, CA 93535 OAK IIII

CODE COMPLIANCE

VICINITY MAP

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE CODES AS ADDRED BY THE LOCAL COVERNING AUTHORIES, NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LOCAL CODES.

COLUMBIA WAY

PROJECT DESCRIPTION

CONSTRUCTION OF AN UNMANNED WIRELESS CELL SITE FOR VERIZON WIRELESS.

PROJECT CONSISTS OF AN EQUIPMENT BUILDING WITH MINDOOR EQUIPMENT, (1) SENERATOR, AND UTLINT CABINETS AS REQUIRED. REPLACE ESTAING LIGHT STANDARD WITH A SIMILAR KIND TO INCLUDE (6) PANEL ANTENNAS ONCEALED WITHIN 14'-O", TALL RE TRANSPARENT CANISTER EXPENSION ON TOP OF (N) LIGHT STANDARD. CONNECTIONS AS REQUIRED FOR POWER AND TELCO SERVICES.

SHEET INDEX

LS-1 TOPOGRAPHIC SURVEY

<u>T</u>

TITLE SHEET

- 77777 OVERALL SITE PLAN, EQUIPADIT LAYOUT & ANTENNA LAYOUT ELEVATIONS
 ELEVATIONS
 DETAILS

PROJECT TEAM

7€ (Z)

ARCHITECT

FULSANG ARCHITECTURE INC.
3400 VA OPORTO SUITE 204
NEWPORT BEACH, CA 92663
CONTACT: ERIC FULSANG
PHONE: (949) 836—4139

SURVEYOR

DRIVING DIRECTIONS

BERT HAZE & ASSOCIATES 3100 ARRWAY AVE #101 COSTA MESA, CA 92626 CONTACT: BERT HAZE PHONE: (714) 557-1567

PROJECT REPRESENTATIVE

MMI-TITAN INC. 12225 SOUTH ST. #205 ARTESW, CA 90701 CONTACT: JUSTIN ROBINSON PHONE: (714) 863-4366

STARTING FROM VISIZON WIRELESS IRVANE OFFICE:

1: START WILTENGNIS SUTHERST ON SAND CANYON ARE

1: START WILTENGNIS SUTHERST ON SAND CANYON ARE

1: START START SUTHERST ON SAND CANYON ARE

2: TURN REPORT ONTO RANKE BLYD.

3: TURN REPORT ONTO CANYON BLYD.

4: MERGE ONTO 04-133 N (PORTIONS TOLL).

6: MERGE ONTO 04-135 N (TOWARD RAVERSIDE.

7: MERGE ONTO 1-15 N TOWARD RAVERSIDE.

8: TURN LEFT ONTO CA-138 CHIT ONTO START STE (CA-138 W.

11: TURN SUGHT RIGHT ONTO START STE (CA-138 W.

12: TURN LEFT ONTO SAND STE ELANGASTER, CA 935-35

14: END AT 43000 W 30TH ST E LANGASTER, CA 935-35

CONTRACTOR SHALL VERBY ALL PLAKS WITH EXISTING DIMENSIONS AND COOMITIONS ON THE JOB STE AND SHALL WARRINGTON THE ARCHITECT IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR HE RESPONSIBLE FOR SAME.

GENERAL CONTRACTOR NOTES

PROJECT INFORMATION

APPLICANT/LESSEE

VERIZON WIRELESS
15505 SAND CANYON AVE.
15505 SOND CANYON AVE.
BULDING '0' 1st FLOOR
IRVINE, CA 92618
PHONE: (949) 286-7000

PROPERTY OWNER: PROPERTY OWNER CONTACT PERSON: CITY OF LANCASTER — PARKS, RECREATION AND ARTS DEPARTMENT MIKE CAMPBELL

CONTACT PHONE:

PROPERTY OWNER ADDRESS:

44933 N. FERN AVE

(661) 723-6077

PROPERTY INFORMATION

3170-009-902

ELEVATION: LONGITUDE MITTUDE HANDICAP REQUIREMENTS: TYPE OF CONSTRUCTION: CURRENT ZONING: JURISDICTION: FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION HANDICAPPED ACCESS NOT REQUIRED. S 118' 04' 22.58" W 34" 39" 46.14" N CITY OF LANCASTER 2,448.5' A.M.S.L.

COAX/ANTENNA SCHEDULE

	NOTE: CO	GPS		-	GAMMA	BETA	ALPHA	NITENNA SECTOR	
	USTRUCTION FABRICATION	N/A			350*	230*	110"	AZIMUTH	
	NOTE: CONSTRUCTION MANAGER TO FIELD VERIFY CABLE LENGTHS PRIOR TO ORDERING, FABRICATION, OR INSTALLATION OF CABLES, CHECK RF DATA SHEET	TBD			DBT DBT	TBD	CBT	ANTENNA WAKE/MODEL	
İ	RF DATA S	20'			170'	170'	170'	COAX	
	i i	1/2			7/8	7/8	7/8	CABLE	

APPROVAL

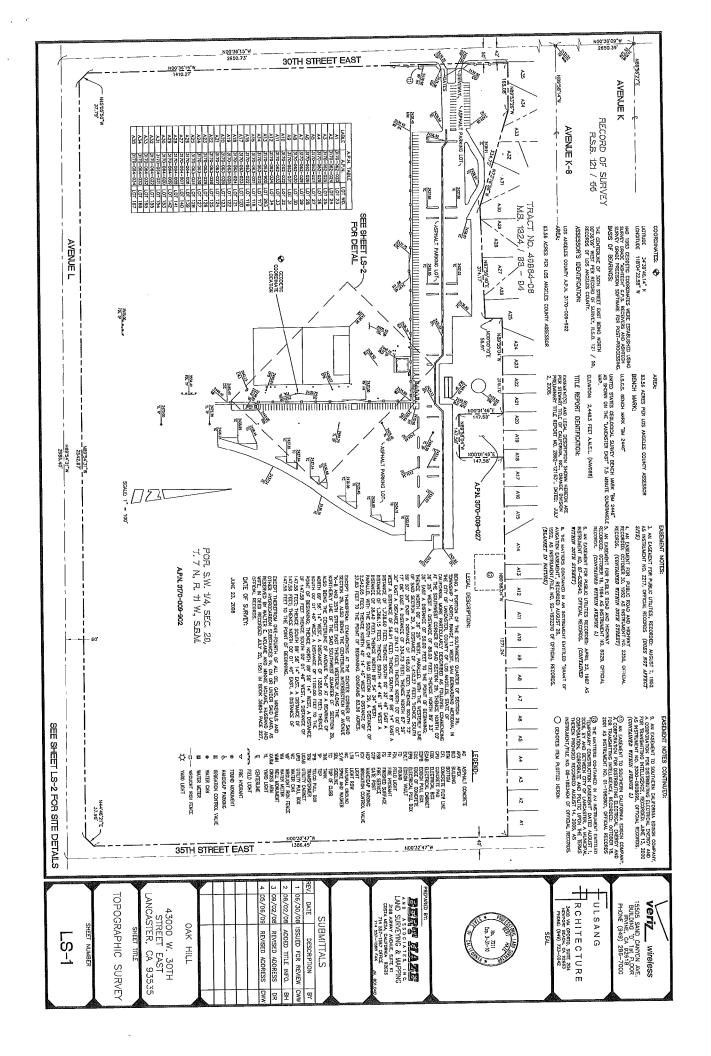
_		
	LANDLORD:	
	PROJECT MANAGER:	
	CONSTRUCTION MANAGER:	
	RF ENGINEER:	THE PERSON NAMED IN COLUMN
	SITE ACQUISITION:	
	ZONING MANAGER:	, and the same of
	UTILITY COORDINATOR:	
	NETWORK OPERATIONS:	

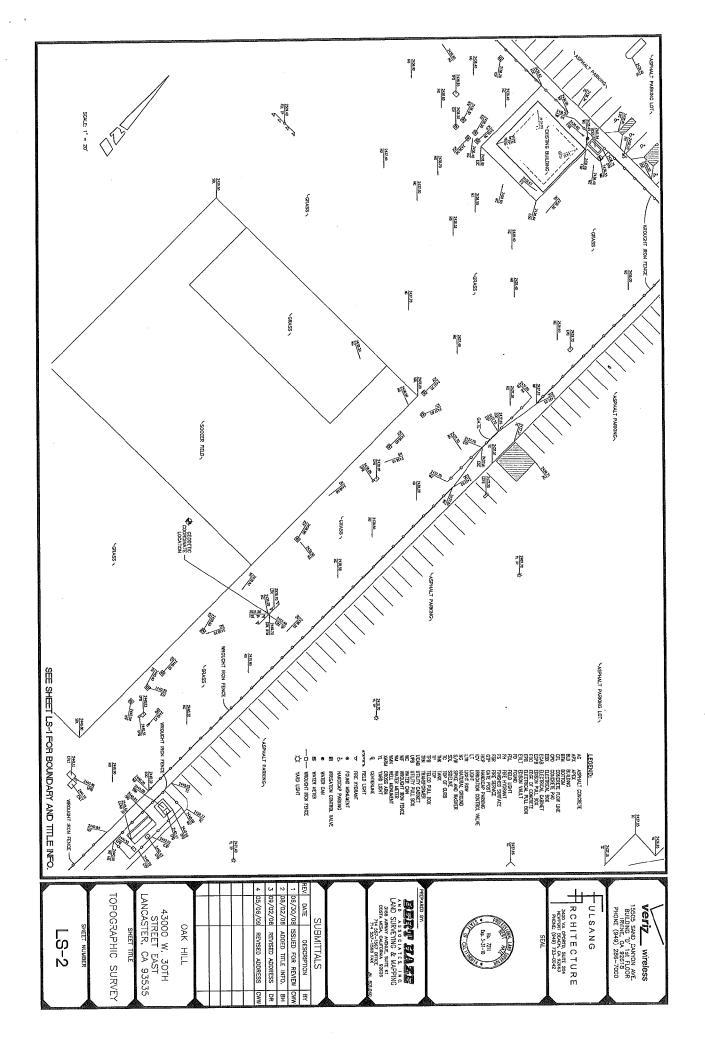
ULSANG RCHITECTURE 3480 VM. OPDATIO, SUITE 224 NEWPORT BEJOH, CA. 92563 PHONE: (949) 838-4139 Verizon wireless 15505 SAND CANYON AVE. BUILDING 'D' 1st FLOOR IRVINE, CA 92618 PHONE (949) 286-7000

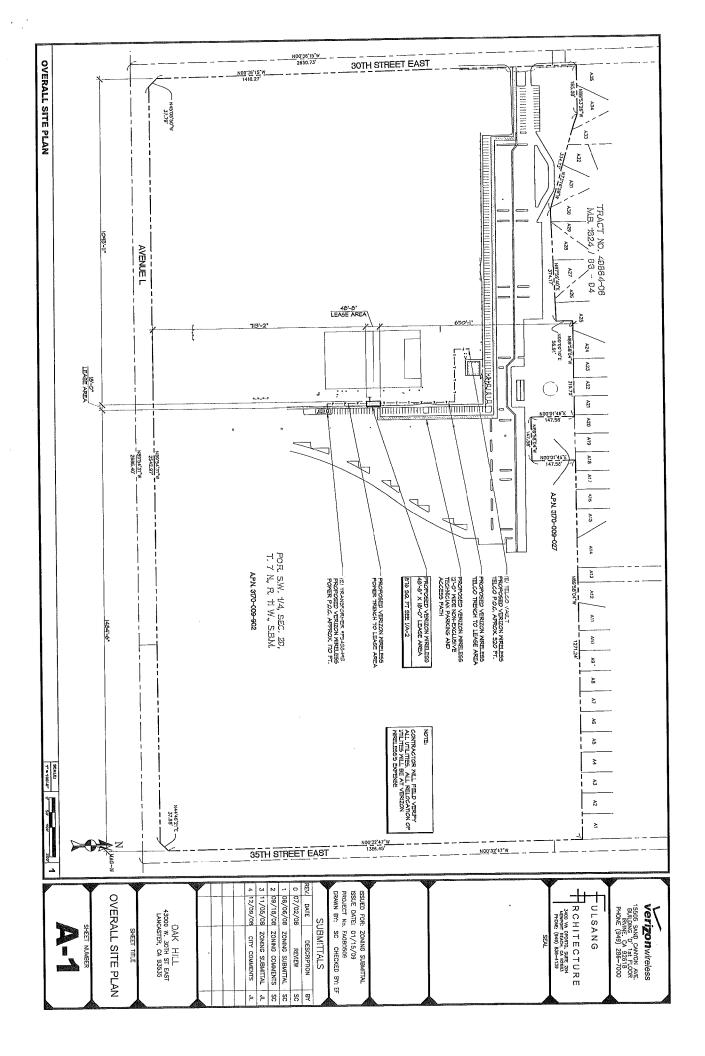
1 08/06/08 ZONING SUBMITTAL
2 09/18/08 ZONING COMMENTS
3 11/05/08 ZONING SUBMITTAL ISSUED FOR: ZONING SUBMITTAL
ISSUE DATE: 01/15/09
PROJECT No. FA080509
DRAWN BY: SC CHECKED BY: EF 4 12/09/08 CITY COMMENTS V. DATE.) 07/02/08 SUBMITTALS DESCRIPTION REVIEW F F S S S S

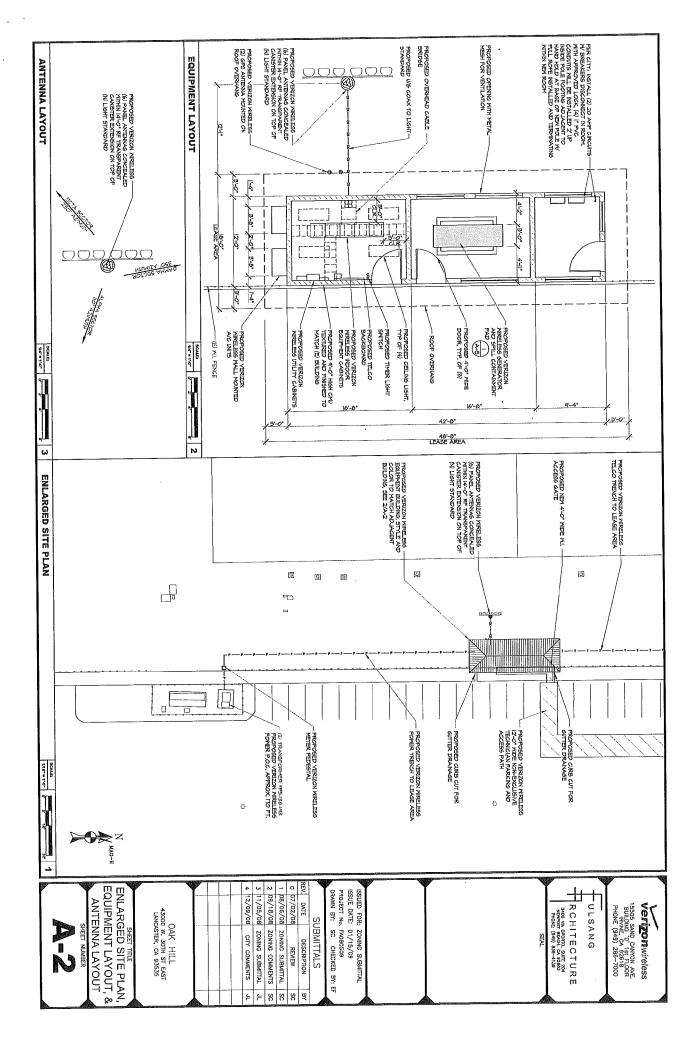
1	CAK HILL 43000 W. 30TH ST EAST LANCASTER, CA 93535	`

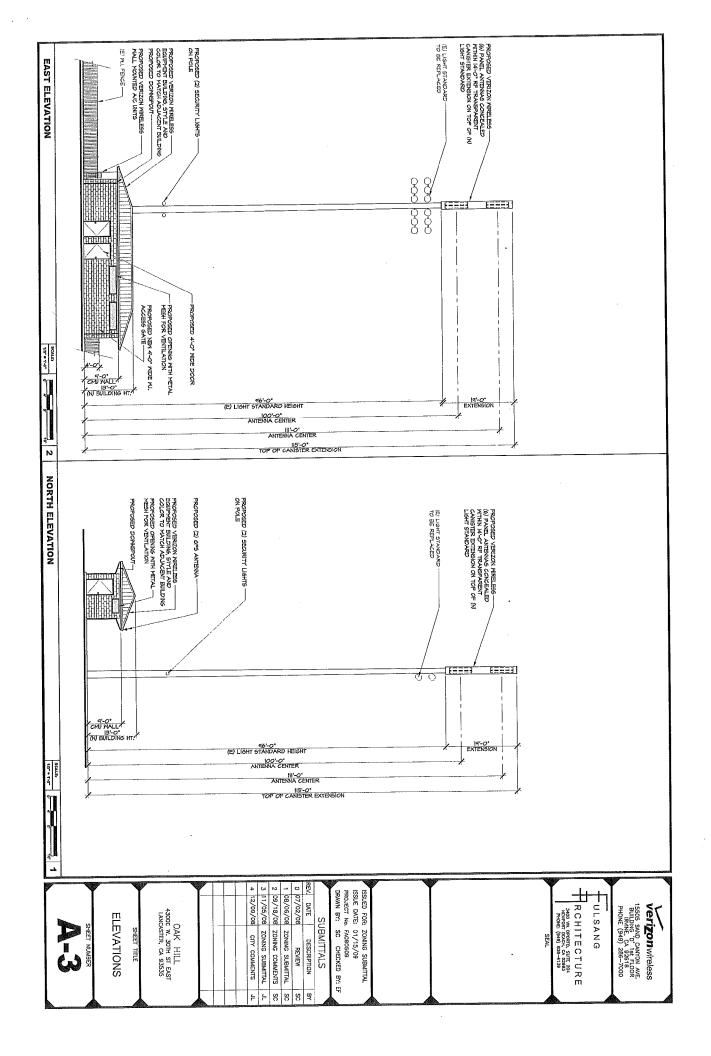
TITLE SHEET

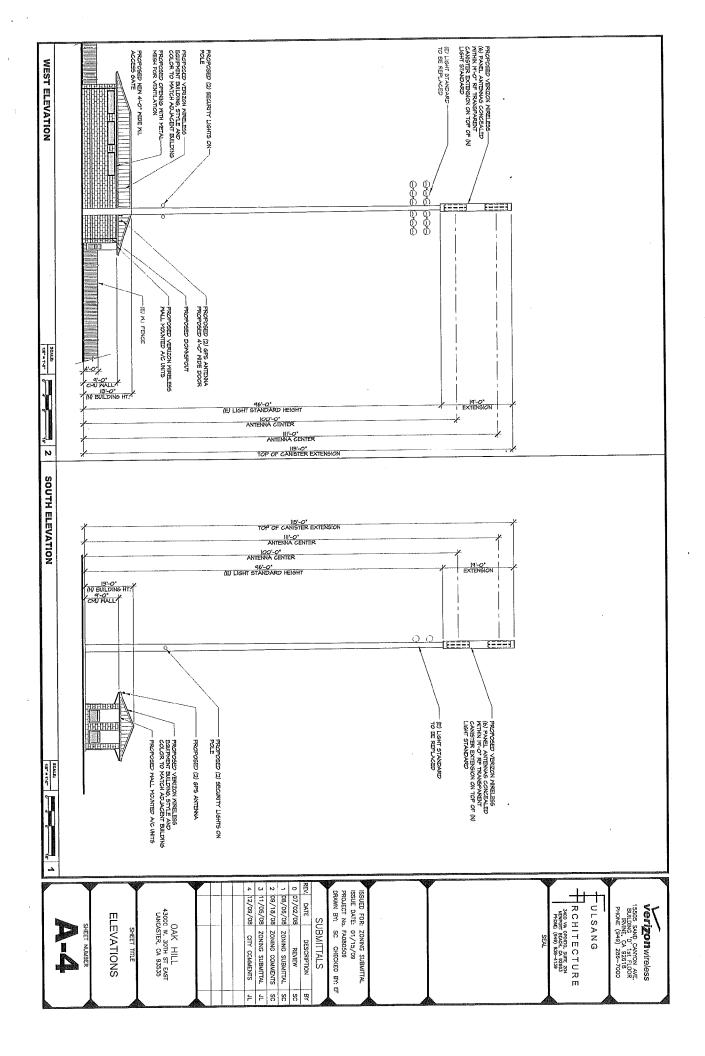












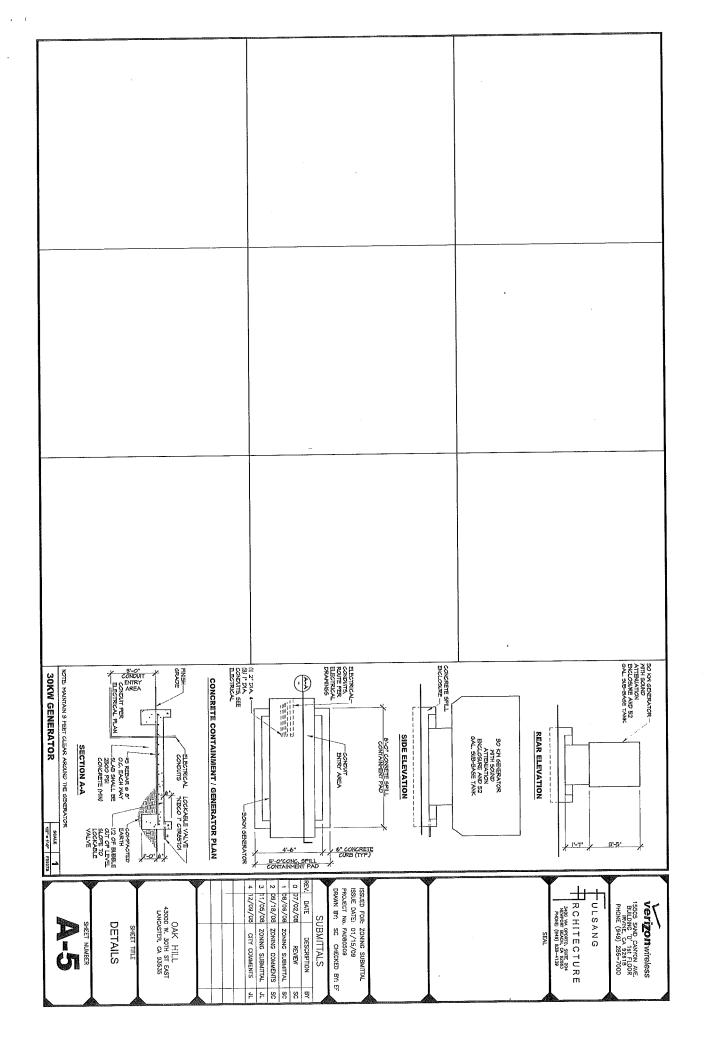


EXHIBIT "C"

(Bill of Sale)
THIS BILL OF SALE (the "Bill of Sale") is made as of the day of, 200, (the "Effective Date") by Los Angeles SMSA Limited Partnership, dba Verizon Wireless, with a mailing address of 180 Washington Valley Road, Bedminster, New Jersey 07921, Attn: Network Real Estate ("Verizon Wireless") in favor of the City of Lancaster, with a mailing address of 44933 North Fern Avenue, Lancaster, California 93534 ("City").
For good and valuable consideration received by Verizon Wireless, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby:
1. Verizon Wireless hereby sells, assigns, transfers, conveys and delivers to City all of Verizon Wireless' right, title and interest in and to the approximately one hundred fifteen foot (115') tall light standard more particularly described and constructed on the land located at 43000 30th Street East, Lancaster, CA, and each and every component thereof (the "Light Standard").
2. Verizon Wireless hereby represents and warrants to the best of Verizon Wireless' current, actual knowledge as follows:
(a) Verizon Wireless owns and has merchantable title to the Light Standard free and clear of all any and all liens, encumbrances and rights of third parties; and
(b) The Light Standard complies with all applicable laws, and was constructed substantially in accordance with the plans and specifications approved by City.

- 3. Except as set forth in the immediately preceding paragraph, the Light Standard being transferred hereunder is transferred "as is" without any representations or warranties of any kind, express or implied, including warranties of merchantability or fitness for a particular
- IN WITNESS WHEREOF, Verizon Wireless has executed this Bill of Sale as of the day and year first written above.

Los Angeles SMSA Limited Partnership, dba Verizon Wireless

By: AirTouch Cellular, its General Partner

By:
Name: Walter L. Jones, Jr.
Title: West Area Vice President - Network

purpose.

EXHIBIT "D"

(Survey of Property and Premises)

