

LAND LEASE AGREEMENT

This Agreement, made this 6th day of ^{November} ~~August~~, 2001 between Mr. Surbjeet Singh with his mailing address located at 5915 Weedpatch Hwy., Bakersfield, Ca. 93307, Social Security # _____ hereinafter designated LESSOR and Fresno MSA Limited Partnership d/b/a Verizon Wireless, with its principal office located at 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. **PREMISES.** LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located at 5915 Weedpatch Hwy., Bakersfield, Ca. 93307, and being described as a 780' by 2,600' parcel containing 35.6 Acres, as shown on the Assessor's Map of the County of Kern as Assessor's Parcel Number 178-050-016, Parcel D of Parcel Map No. 202 (KCR) and being further described in Book 2 of Parcel Maps at Page 61 as recorded in the Kern County Recorder's Office, together with the non-exclusive right 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 Fifteen (15') foot wide right-of-way extending from the nearest public right-of-way and driveway approach, to the demised premises, said demised premises and right-of-way (hereinafter collectively referred to as the "Premises") for access being substantially as described herein in Exhibit "A" attached hereto and made a part hereof.

In the event any public utility is unable to use the aforementioned right-of-way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

2. **SURVEY.** LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" 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 "A". Cost for such work shall be borne by the LESSEE.

3. **TERM.** 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 will be due at an annual rental of Nine Thousand Six Hundred Dollars (\$ 9,600.00) to be paid in annual installments starting on the Commencement Date and shall be made on each subsequent Anniversary Commencement Date during the term and any subsequent term extensions to Lessor or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. The Commencement Date is defined as the first (1st) day that LESSEE is officially allowed to operate said Telecommunications Site by all governmental agencies having jurisdiction over said Telecommunications Site and at the time that LESSEE officially begins Cellular Telephone Services to its customers from the Telecommunications Site as shown in Exhibit B herein.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental for the first (1st) five (5) year extension term shall be increased to Ten Thousand Eighty Dollars (\$ 10,080.00); the second (2nd) five (5) year extension term shall be increased to Ten Thousand Five Hundred Eighty-Four Dollars (\$ 10,584.00); the third (3rd) five (5) year extension term shall be increased to Eleven Thousand One Hundred Thirteen Dollars (\$ 11,113.00); and the fourth (4th) five (5) year extension shall be increased to Eleven Thousand Six Hundred Sixty-Nine Dollars (\$ 11,669.00).

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) 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 six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to 115% of the annual rental payable with respect to the immediately preceding five (5) year term.

7. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining and operating a communications facilities and uses incidental and all necessary appurtenances. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements shall be at LESSEE's expense and the installation of all improvements shall be at the discretion and option of the LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement. LESSEE will maintain the Premises in a good condition reasonable wear and tear excepted. LESSOR will maintain the Property, excluding the Premises, in good condition, reasonable wear and tear excepted. 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 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 by LESSEE. In the event that any of such applications for such Governmental Approvals should be finally rejected or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests are found to be unsatisfactory so that LESSEE in its sole discretion will be unable to use the Premises for its intended purposes or the LESSEE determines that the Premises is no longer technically compatible for its intended use, LESSEE shall have the right to terminate this Agreement. Notice of the LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by

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certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the LESSEE. All rentals paid to said termination date shall be retained by the 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, all the Parties shall have no further obligations including the payment of money, to each other.

8. INDEMNIFICATION. Subject to Paragraph 9 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 use and occupancy of the Premises or the Property by the Party, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the other Party, or its servants or agents.

9. INSURANCE. 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 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. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain comprehensive general liability and property liability insurance with liability limits of not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR agrees that LESSEE may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy. All policies of insurance covering property damage obtained by either party concerning the Property shall waive the insurer's right of subrogation against the other party.

10. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, and provided LESSEE is not in default hereunder and shall have paid all rents and sums due and payable to the LESSOR by LESSEE, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of this Agreement provided that three (3) months prior notice is given the LESSOR.

11. INTERFERENCE. 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 radio equipment that is of the type and frequency which will not cause measurable interference the existing equipment of the LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, LESSEE shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

12. REMOVAL UPON TERMINATION. LESSEE, upon termination of the Agreement, shall, within ninety (90) days, remove its building(s), building slabs, fences, stem walls, utilities, antenna structure(s), fixtures and all personal property and otherwise restore the

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, either in law or in equity.

18. GOVERNING LAW. 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.

19. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the 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 the 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 the LESSOR, which such consent will not be unreasonably withheld or delayed.

LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto.

20. NOTICES. 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:

Surbjeet Singh
Mr. Surbjeet Singh
5915 Weedpatch Hwy.
Bakersfield, Ca. 93309

LESSEE:

Fresno MSA 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.

21. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

22. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any mortgage or other security interest by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage or other security interest shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR's interest and also 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. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest, the LESSOR immediately after this Agreement is executed, will obtain and furnish to LESSEE, a non-disturbance agreement for each such mortgage or other security interest in recordable form. In the event the LESSOR defaults in the payment and/or other performance of any mortgage or other security 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 security interest and the 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.

23. RECORDING. LESSOR agrees to execute a Memorandum of this Lease 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 term or rent payments.

24. DEFAULT. In the event there is a default by the LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, the LESSOR shall give LESSEE written notice of such default. After receipt of such written notice, the LESSEE shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the 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 the LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The LESSOR may not maintain any action or effect any remedies for default against the LESSEE unless and until the LESSEE has failed to cure the same within the time periods provided in this Paragraph.

25. 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

of such Party has the full right, power and authority to enter into and execute this Lease 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 Lease.

29. APPLICABLE LAWS. LESSEE shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. LESSOR agrees to keep the Property in conformance with all applicable, laws, rules and regulations and agrees to reasonably cooperate with the LESSEE regarding any compliance required by the LESSEE in respect to its use of the Premises.

30. SURVIVAL. The provisions of the 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.

31. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

32. COMPENSATION FOR REMOVAL OF GRAPEVINES. LESSEE agrees to pay LESSOR a "one-time fee" for each grapevine plant removed, at a rate of Two Hundred Dollars (\$ 200.00) for each grapevine plant removed as required for the installation of LESSEE's Improvements as shown in Exhibit B attached herein.

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

WITNESS

B. B. Khali

LESSOR:

By: Surbjeet Singh
Name: SURBJEET SINGH
Date: 3/12/01

WITNESS

Laurie L. Gulew

LESSEE: Fresno MSA Limited Partnership
d/b/a Verizon Wireless

By: Cellco Partnership Its general partner

By: Robert F. Suzanne
Name: Robert F. Suzanne
Title: VP Network - West Area
Date: 11-6-01

EXHIBIT A-1
(LANDLORD'S PROPERTY)

NORTH LAMONT MEMORANDUM OF LEASE

DESCRIPTION:

PARCEL D OF PARCEL MAP NO. 202, IN THE UNINCORPORATED AREA OF THE COUNTY OF KERN, STATE OF CALIFORNIA, AS PER PARCEL MAP FILED JANUARY 21, 1972 IN BOOK 2 PAGE 61 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THAT PORTION OF SAID LAND, DESCRIBED AS FOLLOWS:

ALL OF THAT PORTION OF LOT 11 OF FULLER ACRES IN THE COUNTY OF KERN, STATE OF CALIFORNIA, AS PER MAP FILED FEBRUARY 14, 1928 IN BOOK 4, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION BEING A PARCEL OF LAND DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 11; THENCE (1) NORTH $0^{\circ} 25' 00''$ EAST ALONG THE WEST LINE OF SAID LOT 11, A DISTANCE OF 18.00 FEET, MORE OR LESS, TO A POINT DISTANT 18.00 FEET NORTH OF AND AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF SAID LOT 11; THENCE (2) SOUTH $89^{\circ} 56' 48''$ EAST AND PARALLEL WITH SAID SOUTH LINE A DISTANCE OF 229.81 FEET; THENCE (3) SOUTHEASTERLY ON AND ALONG A TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 255.00 FEET THROUGH A CENTRAL ANGLE OF $13^{\circ} 59' 03''$ AN ARC LENGTH 62.238 FEET; THENCE (4) TANGENT TO SAID CURVE SOUTH $75^{\circ} 57' 45''$ EAST A DISTANCE OF 15.62 FEET; THENCE (5) SOUTHEASTERLY ON AND ALONG A TANGENT CIRCULAR CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 225.00 FEET THROUGH A CENTRAL ANGLE $13^{\circ} 59' 03''$ AN ARC DISTANCE 54.916 FEET, MORE OR LESS, TO A POINT OF TANGENCY WITH THE SOUTH LINE OF SAID LOT 11; THENCE (6) NORTH $89^{\circ} 56' 48''$ WEST ALONG LAST NAMED SOUTH LINE A DISTANCE OF 361.070 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AS GRANTED TO COUNTY OF KERN, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, BY INSTRUMENT RECORDED DECEMBER 2, 1960 IN BOOK 3331, PAGE 403, OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE STATE OF CALIFORNIA RECORDED JUNE 13, 1996 AS INSTRUMENT NO. 75984 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM ALL OIL, GAS, PETROLEUM OR OTHER HYDROCARBON SUBSTANCES WITHIN OR UNDERLYING SAID LAND, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME, AS RESERVED IN DEED FROM GLADYS QUALLS, A MARRIED WOMAN, WHO ACQUIRED TITLE AS GLADYS SHALLABARGER, AS TO AN UNDIVIDED $7/8^{\text{TH}}$ INTEREST; AND HOWARD NICHOLS AND MAXIE NICHOLS, HIS WIFE, AS TO AN UNDIVIDED $1/8^{\text{TH}}$ INTEREST, DATED JANUARY 4, 1952 AND RECORDED FEBRUARY 28, 1952 IN BOOK 1905, PAGE 326, OF OFFICIAL RECORDS.

EXHIBIT A-1

(LANDLORD'S PROPERTY)

NORTH LAMONT MEMORANDUM OF LEASE

DESCRIPTION:

PARCEL D OF PARCEL MAP NO. 202, IN THE UNINCORPORATED AREA OF THE COUNTY OF KERN, STATE OF CALIFORNIA, AS PER PARCEL MAP FILED JANUARY 21, 1972 IN BOOK 2 PAGE 61 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THAT PORTION OF SAID LAND, DESCRIBED AS FOLLOWS:

ALL OF THAT PORTION OF LOT 11 OF FULLER ACRES IN THE COUNTY OF KERN, STATE OF CALIFORNIA, AS PER MAP FILED FEBRUARY 14, 1928 IN BOOK 4, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION BEING A PARCEL OF LAND DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 11; THENCE (1) NORTH $0^{\circ} 25' 00''$ EAST ALONG THE WEST LINE OF SAID LOT 11, A DISTANCE OF 18.00 FEET, MORE OR LESS, TO A POINT DISTANT 18.00 FEET NORTH OF AND AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF SAID LOT 11; THENCE (2) SOUTH $89^{\circ} 56' 48''$ EAST AND PARALLEL WITH SAID SOUTH LINE A DISTANCE OF 229.81 FEET; THENCE (3) SOUTHEASTERLY ON AND ALONG A TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 255.00 FEET THROUGH A CENTRAL ANGLE OF $13^{\circ} 59' 03''$ AN ARC LENGTH 62.238 FEET; THENCE (4) TANGENT TO SAID CURVE SOUTH $75^{\circ} 57' 45''$ EAST A DISTANCE OF 15.62 FEET; THENCE (5) SOUTHEASTERLY ON AND ALONG A TANGENT CIRCULAR CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 225.00 FEET THROUGH A CENTRAL ANGLE $13^{\circ} 59' 03''$ AN ARC DISTANCE 54.916 FEET, MORE OR LESS, TO A POINT OF TANGENCY WITH THE SOUTH LINE OF SAID LOT 11; THENCE (6) NORTH $89^{\circ} 56' 48''$ WEST ALONG LAST NAMED SOUTH LINE A DISTANCE OF 361.070 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AS GRANTED TO COUNTY OF KERN, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, BY INSTRUMENT RECORDED DECEMBER 2, 1960 IN BOOK 3331, PAGE 403, OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE STATE OF CALIFORNIA RECORDED JUNE 13, 1996 AS INSTRUMENT NO. 75984 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM ALL OIL, GAS, PETROLEUM OR OTHER HYDROCARBON SUBSTANCES WITHIN OR UNDERLYING SAID LAND, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME, AS RESERVED IN DEED FROM GLADYS QUALLS, A MARRIED WOMAN, WHO ACQUIRED TITLE AS GLADYS SHALLABARGER, AS TO AN UNDIVIDED $7/8^{\text{TH}}$ INTEREST; AND HOWARD NICHOLS AND MAXIE NICHOLS, HIS WIFE, AS TO AN UNDIVIDED $1/8^{\text{TH}}$ INTEREST, DATED JANUARY 4, 1952 AND RECORDED FEBRUARY 28, 1952 IN BOOK 1905, PAGE 326, OF OFFICIAL RECORDS.

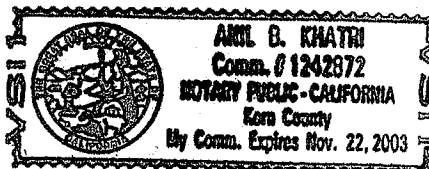
State of CALIFORNIA
County of KEARN) ss.

On Aug 17th, 2001, before me, ANIL B KHATHRI, notary public, personally appeared SURBJEET SINHA personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

(Seal)



State of CALIFORNIA
County of Kern } ss.

On Aug 17th, 2001, before me, ANIL B. KHATRI, notary public, personally appeared SUBJECT SIVAN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

(Seal)

