

LAND LEASE AGREEMENT

THIS LAND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by the City of Beaumont, having a mailing address of 550 E. 6th Street, Beaumont, CA 92223 ("**Landlord**") and Los Angeles SMSA Limited Partnership, dba Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) ("**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at 11250 Palmer Avenue, Beaumont, in the County of Riverside, State of California (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. **LEASE OF PREMISES.** Landlord hereby leases to Tenant a certain portion of the Property consisting of an irregularly shaped parcel containing approximately six hundred forty-five (645) square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a right-of-way extending from the nearest public right-of-way, Palmer Avenue, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "**Premises**") being substantially as described herein in **Exhibit 1** attached hereto and made a part hereof.

2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. Drawings of the initial installation of the Communication Facility are included in Exhibit 1 attached hereto and made a part hereof. Any changes to the drawings of the initial installation of the Communication Facility included in Exhibit 1 shall be presented for Landlord's approval prior to commencement of construction, which approval shall not be unreasonably withheld, conditioned or delayed. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**") as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right, at its expense, to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry

point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use including the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant has the right, at its expense, to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Landlord may lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent (as defined below) shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant. All of the foregoing is subject to the Landlord's operation and maintenance of its existing sewer lift station facility and appurtenances located at the Property.

3. TERM.

(a) The initial lease term ("**Initial Term**") will commence on the Effective Date and will terminate on the tenth (10th) anniversary of the Rent Commencement Date (defined below).

(b) This Agreement will automatically renew for two (2) additional ten (10) year term(s) (each ten (10) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated prior to the end of the final Extension Term, then upon the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") 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 any such Annual Term. If Tenant remains in possession of the Premises after the termination of this Agreement then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the Term ("**Term**").

4. RENT.

(a) Commencing forty-five (45) days after the Effective Date or on the first day of the month following the date that Tenant commences construction, whichever is earlier, (the "**Rent Commencement Date**"), Tenant will pay Landlord a total annual rental of Twenty-Four Thousand and No/100 Dollars (\$24,000.00) (the "**Rent**"), which Rent shall be paid annually, in advance on the anniversary of the Rent Commencement Date to the address set forth above.

(b) The monthly Rent shall increase annually on the anniversary of the Rent Commencement Date by three percent (3%) over the Rent paid during the previous year. Tenant shall make this adjustment without request by Landlord.

(c) Tenant shall pay to the Landlord the cost for developing a legal description for the Property for use in a grant deed used to convey title in fee to the Landlord and for use in describing the Property for purposes of this Agreement. Payment of such costs shall be made no later than the Rent Commencement Date of this Agreement or within thirty (30) days following receipt of an invoice.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably cooperate with Tenant in connection with such applications and with obtaining and maintaining the Government Approvals. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals, provided that Tenant provides advanced written notice of such tests to Landlord and returns the Property to its original condition, reasonable wear and tear excepted.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s), including any Governmental Approval, or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to the Rent Commencement Date; or

(d) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason; or

(e) by Landlord upon ninety (90) days prior written notice to Tenant should Landlord determine in good faith that the Premises materially interferes with Landlord's operation and maintenance of its sewer lift station facility and appurtenances located at the Property; provided however, that prior to exercising such termination right, the parties shall in good faith attempt to find a mutually acceptable location to relocate the Premises. If Landlord determines it is necessary to relocate the Premises pursuant to this Section 6(f), Landlord will have the right to relocate the Premises, or any part thereof, to an alternate location (the "Relocation Premises") on the Property; provided, however, that: (a) all costs and expenses associated with or arising out of such relocation (including, without limitation, costs associated with any required zoning approvals and other Governmental Approvals, costs for tests of the Relocation Premises, etc.) shall be paid by Tenant; (b) such relocation will be performed exclusively by Tenant or its agents; and (c) such relocation will not unreasonably result in any interruption of the communications service of Tenant on the Property. If the parties are unable to agree upon mutually acceptable Relocation Premises, Landlord may terminate the Agreement in accordance with this Section 6(f). Notwithstanding the foregoing, Tenant shall be permitted to operate and maintain a temporary facility on the Property during such relocation or following such termination, as the case may be, until Tenant's Relocation

Premises or a replacement site are operational (up to twenty-four (24) months from installation of the temporary facility), provided that Tenant shall maintain a CUP in accordance with applicable laws and the local jurisdiction. Any relocation or temporary facility under this Section shall be conditioned upon approval by the City of Beaumont Planning Commission. Notwithstanding anything to the contrary herein, Tenant shall not be required to relocate the Premises on more than one (1) occasion throughout the term of this Agreement.

7. INSURANCE.

During the Term, Tenant will carry, at its own cost and expense, and require any contractors or subcontractors to obtain and maintain substantially the same coverage with substantially the same limits as required of Tenant, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, with limits of Five Million Dollars (\$5,000,000) per occurrence for bodily injury and property damage and Five Million Dollars (\$5,000,000) general aggregate, based on Insurance Services Office (ISO) Form or a substitute form providing substantially equivalent coverage including premises-operations, independent contractors, contractual liability, personal and advertising injury and products/completed operations. Such CGL insurance shall include Landlord as an additional insured as their interest may appear under this Agreement and shall be evidenced by a current valid Certificate of Insurance at all times during the Term. Such insurance coverage shall be provided by a California admitted and regulated insurer with an A.M. Best rating of "A-, VII", and shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, or its employees, or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors.

8. INTERFERENCE.

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies use on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to, interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause any interference referred to in the preceding sentence to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

(e) All of the foregoing is subject to the Landlord's operation and maintenance of its existing sewer lift station and appurtenances located on the Property. Tenant agrees that the Landlord's operation and maintenance of its sewer lift station and appurtenances on the Property is a critical operation and any interference caused by the Communication Facility may put those operations at risk resulting in additional expense, costs, penalties and fines to Landlord. In the event such interference occurs, Tenant agrees to eliminate such interference within seventy-five (75) hours after receipt of notice of such interference from Landlord. In the event such interference was caused by Tenant and Landlord can reasonably demonstrate the same, Tenant also agrees to pay Landlord for any costs, expenses, penalties and fines reasonably incurred by Landlord as a result of such interference caused by Tenant, plus a ten percent (10%) administrative fee, all of which shall be paid by Tenant within thirty (30) days after receipt of an invoice and reasonable supporting documentation therefor and shall be considered "rent" within the meaning of this Agreement solely for purposes of enforcement.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility by Tenant or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

(c) All of the foregoing is subject to the Landlord's operation and maintenance of its existing sewer lift station and appurtenances located on the Property.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants, to the best of its current, actual knowledge without any duty to investigate, except as may be identified in **Exhibit 2** attached to this Agreement, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property not caused by Tenant, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, contractors and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant a non-exclusive easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached hereto as **Exhibit 3**; upon Tenant's request, Landlord shall execute additional letters during the Term.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of

the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Tenant shall remove within one hundred and twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Property the entirety of the Communication Facility which removal shall be at Tenant's sole cost and expense. In the event that Tenant fails to remove the Communication Facility within the one hundred and twenty (120) day period, Landlord may remove the Communication Facility at Tenant's sole cost and expense plus a twenty percent (20%) administrative charge to compensate Landlord for its staff time and overhead expense in connection with the Landlord's removal of the Communication Facility. Tenant shall pay for the cost of Landlord's removal of the Communication Facility plus the 20% administrative charge within thirty (30) days after the receipt of an invoice therefor and reasonable supporting documentation. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure of such utilities, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(c) Landlord hereby grants to any company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such utility companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than ten (10) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within thirty (30) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant

remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 of this Agreement within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign, sell or transfer its interest under this Agreement, in whole or part, without Landlord's consent, to: (a) Tenant's Affiliate (as defined below), (b) to any entity with a net worth of at least Twenty Million Dollars (\$20,000,000) or (c) any entity that acquires all or substantially all of the Tenant's assets in the market as 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 the Landlord, which such consent will not be unreasonably withheld, delayed or conditioned. Tenant shall not have the right to sublease the Premises, in whole or in part, without Landlord's consent, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant may not otherwise assign this Agreement without Landlord's consent, Landlord's consent not to be unreasonably withheld, conditioned or delayed.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: Los Angeles SMSA Limited Partnership,
dba Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

If to Landlord: City of Beaumont
550 E. 6th Street
Beaumont, CA 92223

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within fifteen (15) days of receipt of notice thereafter. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each

be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within fifteen (15) days of receipt of notice of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including the payment of Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. Tenant is advised to obtain business interruption insurance in the event that its Communication Facility is damaged or otherwise interfered with as a result of a casualty event contemplated by this Section 19. Landlord shall not be responsible for business interruption of Tenant's Communication Facility as a result of such a casualty event.

20. TENANT'S PERSONAL PROPERTY. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent, provided that Tenant obtain any necessary permits as required by applicable laws.

21. TAXES.

(a) Tenant shall be responsible for timely payment of all taxes and assessments, including any possessory interest taxes, levied upon the Premises including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and assessments directly attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord,

Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17 above.

22. SALE OF PROPERTY.

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within thirty (30) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and Access obligations.

23. RENTAL STREAM OFFER. If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of the Rent payments associated with this Agreement ("**Rental Stream Offer**"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within thirty (30) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially identical to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the thirty (30) day period, Landlord may assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not

be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached hereto as **Exhibit 4**. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion.

(c) **Limitation of Liability.** Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of Los Angeles SMSA Limited Partnership, dba Verizon Wireless, using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or

under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provision of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LANDLORD"

City of Beaumont

By: Alfred Lloyd White
Print Name: Alfred Lloyd White
Its: Mayor
Date: 11/16/17

"TENANT"

Los Angeles SMSA Limited Partnership,
a California limited partnership,
dba Verizon Wireless

By: AirTouch Cellular Inc.
Its: General Partner

By: [Signature]
Name: HAROLD NAVARRE
Its: EXECUTIVE DIRECTOR - NETWORK
Date: 10/25/2017

EXHIBIT 1

LEGAL DESCRIPTION OF THE PROPERTY

to the Land Lease Agreement dated November 7, 2017, by and between City of Beaumont, as Landlord, and Los Angeles SMSA Limited Partnership, dba Verizon Wireless, as Tenant.

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Being a portion of Parcel 9 as shown on Parcel Map No. 32776 per Book 216, Pages 47 through 52, inclusive of Parcel Maps on file at the Riverside County, California, Recorder's Office, lying within Section 35, Township 2 South, Range 2 West, S. B. B. & M., Riverside County, California, described as follows:

Commencing at the centerline intersection of Oak Valley Parkway (70.00 feet wide) and Palmer Avenue (80.00 feet wide) as shown on Parcel Map No. 32776 per Book 216, Pages 47 through 52, inclusive of Parcel Maps on file at the Riverside County, California, Recorder's Office; thence along the centerline of said Palmer Avenue the following three (3) courses: (1) North 46°46'15" East, 460.41 feet to the beginning of a 608.00 foot radius tangent curve, concave southeasterly; (2) thence along said curve to the right, through a central angle of 39°47'07", having an arc length of 422.19 feet; (3) North 86°33'22" East, 319.76 feet; thence departing the centerline of said Palmer Avenue, South 03°26'38" East, 48.00 feet to a point lying on the southerly right-of-way line of Palmer Avenue and the point of beginning; thence along the southerly right-of-way line of said Palmer Avenue the following two (2) courses: (1) North 86°33'22" East, 62.91 feet to the beginning of a 948.00 foot radius tangent curve, concave northwesterly; (2) thence along said curve to the left, through a central angle of 03°23'14", having an arc length of 56.04 feet; thence departing the southerly right-of-way line of said Palmer Avenue, South 00°00'00" East, 290.42 feet; thence North 90°00'00" West, 118.61 feet; thence North 00°00'00" East, 281.63 feet to a point lying on the said southerly right-of-way line of Palmer Avenue and the point of beginning.

Basis of bearings North 86°33'22" East, being the bearing of a portion of Palmer Avenue as shown on Parcel Map No. 32776 per book 216, pages 47-52 of Parcel Maps on file at the Riverside County, California Recorder's Office.

APN: 413-790-048

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

EXHIBIT 1
DESCRIPTION OF THE PREMISES
See site plans attached

EXHIBIT 2

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants to the best of its knowledge that the Property, as of the date of this Agreement, is free of hazardous substances except as follows:

1. Landlord's sewer lift station and appurtenances located on the Property.
- 2, Tenant shall review and be subject to the Oak Valley SPCGA Environmental Impact Report, dated August 14, 2001, and the Negative Declaration No. 14-ND-03.

EXHIBIT 3
STANDARD ACCESS LETTER
[FOLLOWS ON NEXT PAGE]

[Landlord Letterhead]

DATE

Building Staff / Security Staff
Landlord, Lessee, Licensee
Street Address
City, State, Zip

Re: Authorized Access granted to Verizon Wireless

Dear Building and Security Staff,

Please be advised that we have signed a lease with Verizon Wireless permitting Verizon Wireless to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant Verizon Wireless and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, Verizon Wireless representatives may be seeking access to the property outside of normal business hours. Verizon Wireless representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

Landlord Signature

EXHIBIT 4
MEMORANDUM OF LEASE
[FOLLOWS ON NEXT PAGE]

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

McGuireWoods LLP
1800 Century Park East, 8th Floor
Los Angeles, CA 90067
Attention: Charlotte Pashley, Esq.

(Space above this line for Recorder's use.)
DTT: \$0, Lease Term is less than 35 years
No prior recordings

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this 7 day of November, 2017, by and between City of Beaumont, having a mailing address of 550 E. 6th Street, Beaumont, CA 92223 (hereinafter referred to as "**Landlord**") and Los Angeles SMSA Limited Partnership, dba Verizon Wireless, with its principal offices located at 180 Washington Valley Road, Bedminster, New Jersey 07921, Attention: Network Real Estate (hereinafter referred to as "**Tenant**").


1. Landlord and Tenant entered into a certain Land Lease Agreement ("**Agreement**") on the 7 day of November, 2017, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be ten (10) years commencing on the commencement date set forth in the Agreement, with two (2) successive ten (10) year options to renew.
3. Landlord is the owner of that certain parcel of property located at 11250 Palmer Avenue, Beaumont, California which is legally described on Exhibit "A" attached hereto and made a part hereof (the entirety of the property is referred to hereinafter as the "Property"). The portion of the land being leased to Tenant and associated easements are described in Exhibit 1 annexed to the Agreement.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LANDLORD"

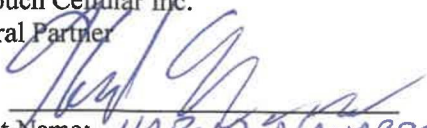
City of Beaumont

By: 
Print Name: Alfred Ward White
Its: Mayor
Date: 11/16/17

"TENANT"

Los Angeles SMSA Limited Partnership,
dba Verizon Wireless

By: AirTouch Cellular Inc.
Its: General Partner

By: 
Print Name: HAROLD NAVARRE
Its: EXECUTIVE DIRECTOR - NETWORK
Date: 10/25/2017

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

LANDLORD ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF Riverside)

On November 16, 2017, before me, Nicole Wheelwright, Notary Public, personally appeared Alfred Lloyd White, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Nicole Wheelwright
Notary Public

(Seal)



TENANT ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of Orange)

On 10/25/2017 before me, Kelly A McDonough, Notary Public, personally appeared Harold W Navarre, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Kelly A McDonough
Signature of Notary Public



Place Notary Seal Above

EXHIBIT "A"
Legal Description of the Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Being a portion of Parcel 9 as shown on Parcel Map No. 32776 per Book 216, Pages 47 through 52, inclusive of Parcel Maps on file at the Riverside County, California, Recorder's Office, lying within Section 35, Township 2 South, Range 2 West, S. B. B. & M., Riverside County, California, described as follows:

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APN: 413-790-048