



Site Identifier: Kerman DT

SITE LEASE

THIS SITE LEASE ("Lease") is entered into this 26th day of September, 2007 ("Effective Date") by and between the City of Kerman, a California general law city, ("Lessor") and Fresno MSA Limited Partnership, d/b/a Verizon Wireless, by Cellco Partnership, its general partner ("Lessee").

1. Lease.

a. In consideration of the promises contained herein, Lessor hereby leases to Lessee the use of that portion of the Property (as defined below) designated by Fresno County Assessor's Parcel Numbers 023-060-63, 023 060-64, 023-060-65, and 023-060-69 with the common address of 15201 W. California Avenue, Kerman, California and described in the attached Exhibit A (the "Property") sufficient for placement of a Communications Facility (as defined below), together with all necessary space and easements for access and utilities and a 12' wide road access and utility easement adjacent to the north property line of the Property (Assessor's Parcel No. 023-060-65) to provide power and telecommunication lines to the Communications Facility, as described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises") on the terms and conditions set forth herein.

b. During the term of this Lease, Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits or authorizations required for Lessee's use of the Premises (as defined below) from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communication Commission ("FCC") (the "Governmental Approvals"), including appointing Lessee as agent for all land use and zoning permit applications required by Lessee in connection with its intended use of the Property, and Lessor agrees to cooperate with and to allow Lessee, at no cost to Lessor, to obtain a title report, zoning approvals and variances, and land-use permits, and Lessor expressly grants to Lessee a right of access to the Property to perform surveys, soils tests, and other engineering procedures or environmental investigations on the Property, necessary to determine that Lessee's use of the Premises as defined below will be compatible with Lessee's engineering specifications, system design, operations and Governmental Approvals. Notwithstanding the preceding sentence, nothing in this Lease shall be deemed to imply that Lessor has agreed or bound itself to approve any entitlement, license or permit for use of such Property by Lessee, and Lessor shall retain its full governmental discretion to consider Lessee's land use applications on their merits. Any legally proper denial of a license, permit, or entitlement by Lessor shall not be considered a breach of this Lease and shall not result in any damages accruing to Lessee hereunder nor reimbursement of any portion of any rent paid.

2. Term. This Lease shall be effective as of the date of execution by both parties, provided, however, the initial term shall be for five (5) years commencing on the Commencement Date (as defined below) and terminating at midnight on the last day of the initial term (the "Initial Term"). The term of this Lease shall not commence until the last to occur of the following: (i) the first (1st) day of the month following the date this Lease is executed by the parties or (ii) the first (1st) day of the month following the date Lessee is granted a building permit by the governmental agency charged with issuing such permits, provided, however, that notwithstanding the

foregoing, the Commencement Date shall be no later than eight (8) weeks from the date this Lease is executed by all parties. (the "Commencement Date").

3. Permitted Use. The Premises may be used by Lessee for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, antennas, microwave dishes, global positioning system antennas, equipment shelters and/or cabinets and related activities, and for no other use without the prior written consent of Lessor.

4. Rent. Lessee shall pay Lessor, as pre-paid rent for the Initial Term, Eighty Nine Thousand One Hundred Ninety Three and No/100 Dollars (\$89,193.00), which such pre-paid rent equals five (5) years of pre-paid rent (\$16,800.00 per annum ("Rent"), with annual increases equal to three percent (3%) for the Initial Term and shall be payable to Lessor at the address specified in Section 12 below within thirty (30) days of the Commencement Date. As additional consideration for entering into this Lease, within thirty (30) days of the Effective Date, Lessee shall pay Three Thousand Eight Hundred Seven and NO/100 Dollars (\$3,807.00) to Lessor. Lessor acknowledges and agrees that Lessor shall be solely responsible for the installation of Lessor's antennas and related equipment as specified at the Property.

5. Renewal.

a. Lessee shall have the right to extend this Lease for five (5) additional five (5) year terms (each, a "Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein, except that Rent shall be due in annual installments commencing on the sixth annual anniversary of the Commencement Date and continuing on each annual anniversary of the Commencement Date thereafter throughout each applicable Renewal Term. On the sixth annual anniversary of the Commencement Date (the commencement date of the first Renewal Term), Lessee shall pay Lessor, as annual Rent, Nineteen Thousand Four Hundred Seventy Six and No/100 Dollars (\$19,476.00). On the first and each subsequent annual anniversary of the Commencement Date thereafter, annual Rent shall be increased by three percent (3%) above the rental amount paid in the immediately preceding year.

b. This Lease shall automatically renew for each successive Renewal Term unless Lessee notifies Lessor, in writing, of Lessee's intention not to renew this Lease, at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If Lessee shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term (if not extended automatically, as provided above) without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease, and the month-to-month tenancy may be terminated by written notice given by either party at least 30 days prior to the intended date of termination.

6. Interference. Lessee shall not use the Premises in any way which interferes with the current use and security of the Property by Lessor, or the currently existing uses of current lessees or licensees of Lessor, with rights in the Property prior in time to the Effective Date (subject to Lessee's rights under this Lease, including without limitation, non-interference). Similarly, Lessor shall not use, nor shall Lessor permit its current or future lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations or security of Lessee. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice. Lessor shall be permitted to license other users of the New Monopole (as described below in Section 7) and the Property, subject to the non-interference provisions of this Section.

7. Improvements; Utilities; Access.

a. Lessor represents and warrants that the one hundred fifty foot (150') monopole (the "New Monopole") which was constructed by Cricket Communications on the Property was constructed in compliance with all applicable laws and regulations (including without limitation any required use permits from any applicable governmental agencies or authorities).

b. Lessee shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, global positioning system antennas, tower and base, equipment shelters, generator, and/or cabinets and related cables and utility lines (collectively the "Communications Facility"). The Communications Facility shall initially be configured as set forth in the attached Exhibit C. Lessee shall have the right to replace or upgrade the Communications Facility at any time during the term of this Lease. Lessee shall cause all construction to occur in a good and workmanlike manner and according to current local building practices, lien-free and in compliance with all applicable laws and ordinances. The Communications Facility (not including the New Monopole) shall remain the exclusive property of Lessee. Lessee shall have the right to remove the Communications Facility at any time during the Lease. In addition, Lessee shall, within ninety (90) days of the expiration or early termination of the Lease, remove the Communications Facility (except footings) and otherwise restore the Premises to its original condition, reasonable wear and tear and casualty excepted.

c. Lessee shall, at Lessee's expense, keep and maintain the Communications Facility now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned to Lessor in good, usable condition, normal wear and tear and casualty excepted. Personal property remaining on the Premises more than 90 days after termination of this Lease shall become the property of Lessor free and clear of all liens or encumbrances.

d. Lessee shall have the right to install utilities, at Lessee's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Lessor agrees to use reasonable efforts in assisting Lessee to acquire necessary utility service. Lessee shall, wherever practicable, install separate meters for utilities used on the Property. In the event separate meters are not installed, Lessee shall promptly pay the periodic charges for all utilities attributable to Lessee's use within thirty (30) days from receipt of an invoice from Lessor indicating the usage and the payment due to Lessor. Invoices must be forwarded to Lessee no later than one hundred twenty (120) days from the period in which the usage was incurred. Lessee shall not be responsible for payment of any invoices received from Lessor for usage incurred more than one hundred twenty (120) days prior to the date of the receipt of the invoice and Lessor specifically waives the right to make any claim for same. Lessor shall diligently correct any variation, interruption or failure of utility service.

e. As partial consideration for Rent paid under this Lease, Lessor hereby grants Lessee a non-exclusive right for ingress and egress (including access for the purposes described in Section 1), at all times during the Initial Term of this Lease or any Renewal Term seven (7) days a week twenty four (24) hours a day, on foot or motor vehicle, including trucks, over or along a twelve foot (12') wide right of way extending from the nearest public right-of-way to the demised premises and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a five foot (5') wide right-of-way extending from the point of connection depicted on Exhibit B attached hereto to the demised premises, said demised premises and rights-of-way for access and utilities are included within Lessee's Premises and are more particularly described herein in Exhibit B attached hereto and made a part hereof.

f. Lessee shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the Initial Term of this Lease and any Renewal Term. Lessee acknowledges that the Premises are within a controlled-access public works facility operated by Lessor. Notwithstanding the access granted to Lessee by this

paragraph, Lessee shall be responsible that its employees, sub-contractors and agents do not by act or omission allow public access to the Premises or the public works facility.

g. Lessee shall be responsible to determine the applicability of all laws, ordinances and regulations concerning the performance of its activities contemplated in connection with this Lease, and shall comply with all applicable laws, regulations, or ordinances.

h. Lessor covenants that it will keep the New Monopole in good repair as required by all federal, state, county and local laws. 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. If Lessor does not make such payment to Lessee within ten (10) days after demand, Lessee shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the Lessee to the Lessor.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

a. upon thirty (30) days written notice by Lessor if Lessee fails to cure a default for payment of amounts due under this Lease within that thirty (30) day period;

b. upon thirty (30) days written notice by either party if the other party commits a non-monetary default and fails to cure or commence curing such default within that thirty (30) day period, or such longer period as may be required to diligently complete a cure commenced within that thirty (30) day period;

c. immediately by Lessee if Lessee notifies Lessor of unacceptable results of any title report, environmental or soil tests prior to Lessee's installation of the Communications Facility on the Premises, or at any time if Lessee is unable to obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or Governmental Approval necessary to the installation and/or operation of the Communications Facility or Lessee's business;

d. upon thirty (30) days written notice by Lessee if it determines that the Premises are not appropriate or suitable for its operations for economic, environmental or technological reasons;

e. upon thirty (30) days written notice by Lessee if Lessee is unable to obtain or secure a right-of-way or other lawful means of accessing its Premises from a public right-of-way;

f. immediately upon written notice by Lessee if it is unable to occupy and utilize the Premises due to a ruling or directive of the FCC or other governmental or regulatory agency, including, without limitation, a take back of channels or change in frequencies;

g. immediately upon written notice by Lessee if the Premises or the Communications Facility are destroyed or damaged so as in Lessee's reasonable judgment to substantially and adversely affect the effective use of the Communications Facility. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Lessee shall be entitled to the reimbursement of any Rent prepaid by Lessee. If Lessee elects to continue this Lease, then all Rent shall abate until the Premises and/or Communications Facility are restored to the condition existing immediately prior to such damage or destruction; or

h. at the time title to the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Lessee's determination to render the Premises unsuitable for Lessee's use. Lessor and Lessee shall each be entitled to pursue their own separate awards with respect to such taking. Sale

of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

9. Taxes. Lessee shall pay any personal or other property taxes assessed on, or any portion of such taxes directly attributable to, the Communications Facility. Lessor does not currently pay any real property taxes or other fees and assessments attributable to the Property. Any such tax shall be prorated equally among such users (including Lessee), with Lessee being responsible to pay its prorata share.

Any interest in real property which exists as a result of possession, exclusive use, or a right to possession or exclusive use of any real property (land or improvements located therein or thereon) which is owned by the City of Kerman (Lessor) may be a taxable possessory interest under California Revenue & Taxation Code Section 107.6. With regard to any possessory interest to be acquired by Lessee under this Lease, Lessee, by its signature(s) hereunto affixed, warrants, stipulates, confirms, acknowledges and agrees that prior to its executing this Lease, Lessee either took a copy of this Lease to the Office of the Fresno County Tax Assessor or by some other appropriate means independent of Lessor or any employee, agent, or representative of Lessor determined, to Lessee's full and complete satisfaction, how much Lessee will be taxed, if at all.

Lessor shall provide to Lessee a copy of any notice, assessment or billing relating to real estate taxes for which Lessee is responsible under this Lease within ten (10) days of receipt of the same by Lessor. Lessee shall have no obligation to make payment of any real estate taxes until Lessee has received the notice, assessment or billing relating to such payment as set forth in the preceding sentence. In the event Lessor fails to provide to Lessee a copy of any real estate tax notice, assessment or billing within the ten (10) day period set forth herein, Lessee shall be relieved of any obligation or responsibility to make payment of real estate taxes referred to in the notice, assessment or billing which was not timely delivered by Lessor to Lessee. Lessee shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any real estate tax assessment or billing for which Lessee is wholly or partly responsible for payment under this Lease. Lessor shall reasonably cooperate with Lessee in filing, prosecuting and perfecting any appeal or challenge to real estate taxes as set forth in the preceding sentence, including but not limited to, executing any consent to appeal or other similar document.

10. Insurance and Indemnification.

a. Lessee, as a material part of the consideration to be rendered to Lessor under this Lease, waives all claims against Lessor for damages to the Communication Facility and all personal property in, on, or about the Property, and for injuries to persons in or about the Property, from any cause arising at any time except to the extent that the damage or injury is a direct result of the negligence or willful misconduct of Lessor, its officers, officials, employees, agents, volunteers, lessees, licensees, or occupants of the New Monopole. Notwithstanding the foregoing, Lessee may seek redress for any damage by or from any act or negligence of such lessees, licensees, or occupants of the New Monopole or any occupant of adjoining or contiguous property. Further, Lessee shall indemnify, hold harmless and defend the Lessor and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by Lessor, Lessee or any other person, and from any and all claims, demands and actions in law or equity (including attorneys fees and litigation expenses), to the extent arising directly out of (i) Lessee's acts or omissions in connection with its use of the Property, (ii) Lessee's failure to conduct its activities and maintain its equipment or property thereon in safe condition, or (iii) performance or non-performance of any obligation of Lessee under this Lease, except if to the extent caused by the negligence or willful misconduct of Lessor or any of its officers, officials, employees, agents, volunteers or licensees of the New Monopole.

If the Lessee should subcontract all or any portion of the work performed under this Lease, then Lessee shall require each subcontractor to indemnify, hold harmless and defend Lessor, its officers, officials, employees and agents in accordance with the terms of the preceding paragraph.

This Paragraph shall survive the expiration or termination of this Lease.

b. Throughout the life of this Lease, Lessee shall pay for and maintain in full force and effect with an insurance company(s), admitted by the California Insurance Commissioner to do business in the State of California and rated not less than A-/VII in Best's Insurance Rating Guide, the following policies of insurance:

i. COMMERCIAL GENERAL LIABILITY insurance which shall include contractual, products and completed operations coverages, bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.

ii. COMMERCIAL AUTOMOBILE LIABILITY insurance, endorsed for any auto with combined single limits of liability of no less than \$1,000,000 per occurrence.

iii. WORKERS COMPENSATION insurance as required under the California Labor Code.

The above described insurance program shall provide for a 30-day written notice to Lessor, of policy cancellation. Upon issuance by the insurer, broker, or agent of a notice of cancellation, Lessee shall file with Lessor a certificate of such insurance to show replacement coverage.

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name the City of Kerman, its officers, officials, agents, and employees as an additional insured. Such policy(s) of insurance shall provide that Lessee's insurance shall be primary as it relates to Lessee's negligence and no contribution shall be required of the Lessor in this respect. Lessee shall furnish the Lessor with the certificate(s) for ALL required insurance prior to the Effective Date.

Any failure to maintain the required insurance shall be sufficient cause for Lessor to terminate this Lease.

If Lessee should subcontract all or any portion of the work to be performed under this Lease, Lessee shall require each subcontractor to provide insurance protection in favor of Lessor, its officers, officials, employees and agents in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates shall be on file with Lessee and Lessor prior to the commencement of any work by the subcontractor.

11. Hold Harmless. Lessee agrees to hold Lessor harmless from claims to the extent arising from the installation, use, maintenance, repair or removal of the Communications Facility by Lessee, except to the extent of claims arising from the negligence or intentional acts of Lessor, its employees, agents or independent contractors.

12. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed validly given if personally delivered or mailed, certified mail, return receipt requested, or sent by for next-business-day delivery by a nationally recognized overnight carrier to the following addresses:

<u>If to Lessee, to:</u>	<u>If to Lessor, to:</u>
Fresno MSA Limited Partnership d/b/a Verizon Wireless 180 Washington Valley Road Bedminster, New Jersey 07921 Attention: Network Real Estate Site Reference: Kerman DT	Director of Public Works Finance City of Kerman 850 South Madera Avenue Kerman, CA 93630 Telephone (559) 846-9388 Fax: (559) 846-6199

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

13. Quiet Enjoyment, Title and Authority. Lessor covenants and warrants to Lessee that (i) Lessor has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Property free and clear of any liens or mortgages, except those disclosed to Lessee and which will not interfere with Lessee's rights to or use of the Premises; and (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Lessor. Lessor covenants that at all times during the term of this Lease, Lessee's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Lessee is not in default beyond any applicable grace or cure period.

14. Environmental Laws. Lessor represents that it has no knowledge of any substance, chemical or waste (collectively "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessor and Lessee shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Lessor shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental law, with respect to all spills or other releases of any Hazardous Substance not caused solely by Lessee, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Lessor agrees to defend, indemnify and hold Lessee harmless from Claims resulting from Actions on the Property not by Lessor or Lessee prior to and during the Term and any Renewal Term of this Lease. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

15. Assignment and Subleasing. The parties acknowledge that Lessor is the owner of the New Monopole. Subject to capacity limits of the New Monopole and all rights provided to Lessee in this Lease, Lessor shall have the exclusive right to license third party use of the New Monopole without notice to Lessee.

a. Lessee may assign this Lease and any easement granted herein only after obtaining the written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. However, Lessee shall have the right to assign this Lease and any easement granted herein without such consent to its parent, affiliate, or subsidiary. Lessee shall provide a written notice to Lessor of any assignment pursuant to the preceding sentence. Upon such assignment, Lessee shall be relieved of all liabilities and obligations hereunder and Lessor shall look solely to the assignee for performance under this Lease and all obligations hereunder.

b. Additionally, Lessee may, upon notice to Lessor, mortgage or grant a security interest in this Lease and the Communications Facility, and may assign this Lease and the Communications Facility to any mortgagees or holders of security interests, including their successors or assigns (collectively "Mortgagees"), provided such Mortgagees interests in this Lease are subject to all of the terms and provisions of this Lease. In such

event, Lessor shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Lessor agrees to notify Lessee and Lessee's Mortgagees simultaneously of any default by Lessee and to give Mortgagees the same right to cure any default as Lessee or to remove any property of Lessee or Mortgagees located on the Premises, except that the cure period for any Mortgagees shall not be less than thirty (30) days after its receipt of the default notice, as provided in Section 8 of this Lease. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by Lessee. Failure by Lessor to give Mortgagees such notice shall not diminish Lessor's rights against Lessee, but shall preserve all rights of Mortgagees to cure any default and to remove any property of Lessee or Mortgagees located on the Premises as provided in Section 17 of this Lease.

16. Successors and Assigns. This Lease and the rights-of-way granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Waiver of Lessor's Lien. Lessor hereby waives any and all lien rights it may have, statutory or otherwise concerning the Communications Facility or any portion thereof which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Lessor gives Lessee and Mortgagees the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Lessee's and/or Mortgagee's sole discretion and without Lessor's consent, except that the New Monopole itself shall not be subject to the provisions of this Section.

18. Miscellaneous.

a. The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

b. Each party agrees to furnish to the other, within twenty (20) days after request, such truthful estoppel information as the other may reasonably request.

c. This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

d. Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease in substantially the form attached as Exhibit D) necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded in place of this Lease by either party. In the event the Property is encumbered by a mortgage or deed of trust, Lessor agrees, upon request of Lessee, to obtain and furnish to Lessee a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Lessee. Lessee may obtain title insurance on its interest in the Premises. Lessor agrees to execute such documents as the Title Company may require in connection therewith.

e. This Lease shall be construed in accordance with the laws of the State of California.

f. If any term of this Lease is found to be void or invalid, such finding shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof.

g. The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

h. This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

i. All Exhibits referred herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibit A (the legal description of the Property), Exhibit B (the Premises location within the Property), Exhibit C (Description of Communications Facility), may be attached to this Lease and the Memorandum of Lease, in preliminary form. The terms of all Exhibits are incorporated herein for all purposes.

j. If Lessor is represented by any broker or any other leasing agent, (collectively, "Broker") Lessor is responsible for all commission fees or other payments to such Broker, and agrees to indemnify and hold Lessee harmless from all claims by such broker or anyone claiming through such broker. If Lessee is represented by any broker or any other leasing agent, Lessee is responsible for all commission fees or other payments to such Broker, and agrees to indemnify and hold Lessor harmless from all claims by such broker or anyone claiming through such broker.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

Lessor:

City of Kerman,
a California general law city

Tax Identification Number: 94-6000351

By: *Ron Manfredi*
Printed Name: RON MANFREDI
Its: City Manager
Date: 9/27/07

Lessee:

Fresno MSA Limited Partnership,
d/b/a Verizon Wireless

By: Celco Partnership, its General Partner

By: *Keith A. Surratt*
Printed Name: Keith A. Surratt
Its: West Area Vice President - Network
Date: 11/15/07

EXHIBIT "A"
(LEGAL DESCRIPTION OF PROPERTY)

[Attached.]

LEGAL DESCRIPTION

Real property in the City of Kerman, County of Fresno, State of California, described as follows:

PARCEL 1:

A 25 FOOT STRIP OF LAND LYING IN SECTION 13, TOWNSHIP 14 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 13; THENCE SOUTH 00° 33' 39" WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, A DISTANCE OF 59.42 FEET, TO THE TRUE POINT OF BEGINNING, SAID POINT BEING ON THE NORTH LINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY, SAID POINT ALSO BEING 50.00 FEET NORTH OF THE INTERSECTION OF SAID WEST LINE AND THE CENTERLINE OF THE MAIN UNION PACIFIC TRACKS; THENCE NORTH 89° 59' 48" EAST, ALONG A LINE PARALLEL WITH AND 50.00 FEET NORTHERLY OF THE CENTERLINE OF SAID MAIN TRACKS, A DISTANCE OF 2621.50 FEET, TO A POINT ON THE WEST RIGHT OF WAY LINE OF MADERA AVENUE, SAID POINT BEING 40.00 FEET WEST OF THE INTERSECTION OF SAID NORTH RAILROAD RIGHT OF WAY LINE AND THE EAST LINE OF SAID SECTION 13, SAID INTERSECTION BEING 89.47 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 13; THENCE SOUTH 00° 33' 55" WEST, ALONG SAID WEST RIGHT OF WAY, A DISTANCE OF 25.00 FEET, TO A POINT 25.00 FEET NORTH OF THE CENTERLINE OF SAID MAIN TRACKS; THENCE SOUTH 89° 59' 48" WEST ALONG A LINE PARALLEL WITH AND 25.00 FEET NORTHERLY OF THE CENTERLINE OF SAID MAIN TRACKS, A DISTANCE OF 2621.50 FEET, TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, SAID POINT BEING 84.42 FEET SOUTH OF THE NORTH QUARTER CORNER OF SAID SECTION 13; THENCE NORTH 00° 33' 39" EAST ALONG SAID WEST LINE DISTANCE OF 25.00 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING ANY PORTION THEREOF, LYING IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13.

ALSO EXCEPTING THEREFROM ALL MINERALS AND ALL MINERAL RIGHTS OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UNDERLYING THE PROPERTY, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OIL AND GAS AND RIGHTS THERETO, TOGETHER WITH THE SOLE, EXCLUSIVE AND PERPETUAL RIGHT TO EXPLORE FOR, REMOVE AND DISPOSE OF SAID MINERALS BY ANY MEANS OR METHODS SUITABLE, BUT WITHOUT ENTERING UPON OR USING THE SURFACE OF THE PROPERTY, AND IN SUCH MANNER AS NOT TO DAMAGE THE SURFACE OF THE PROPERTY, OR TO INTERFERE WITH THE USE AS RESERVED IN DEED FROM UNION PACIFIC RAILROAD COMPANY TO CITY OF KERMAN, RECORDED ON JULY 31, 2003, AS DOCUMENT NO. 20030174661, OFFICIAL RECORDS.

APN: 023-060-63U

PARCEL 2:

A PORTION OF LAND LYING IN SECTION 13, TOWNSHIP 14 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 13; THENCE SOUTH 00°

33' 39" WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, A DISTANCE OF 134.42 FEET, TO THE TRUE POINT OF BEGINNING, SAID POINT BEING 25.00 FEET SOUTH OF THE INTERSECTION OF SAID WEST LINE AND THE CENTER LINE OF THE MAIN UNION PACIFIC RAILROAD TRACKS; THENCE NORTH 89° 59' 48" EAST, ALONG A LINE PARALLEL WITH AND 25.00 FEET SOUTHERLY OF THE CENTERLINE OF SAID MAIN TRACKS, A DISTANCE OF 1772.09 FEET; THENCE EASTERLY ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY WITH CENTER POINT BEARING SOUTH 00° 00' 12" EAST A RADIUS OF 759.21 FEET, PARALLEL WITH AND 25.00 FEET SOUTHERLY OF THE CENTERLINE OF A SOUTHERN SPUR FROM THE MAIN UNION PACIFIC RAILROAD TRACKS, THROUGH A CENTRAL ANGLE OF 06° 21' 03" AND ARC LENGTH 84.15 FEET; THENCE SOUTH 83° 39' 09" EAST, ALONG A LINE PARALLEL WITH AND 25.00 FEET SOUTHWESTERLY OF THE CENTER LINE OF SAID SPUR TRACKS, A DISTANCE OF 312.70 FEET, TO A POINT 494.00 FEET WEST OF THE EAST LINE OF SAID SECTION 13; THENCE SOUTH 00° 33' 55" WEST, ALONG A LINE PARALLEL WITH AND 494.00 FEET WEST OF THE EAST LINE OF SAID SECTION 13, A DISTANCE OF 25.13 FEET; THENCE NORTH 83° 39' 09" WEST, ALONG A LINE PARALLEL WITH AND 50.00 FEET SOUTHWESTERLY OF THE CENTERLINE OF SAID SPUR TRACKS, A DISTANCE OF 315.24 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY WITH CENTER POINT BEARING SOUTH 06° 20' 51" WEST A RADIUS OF 734.21 FEET, PARALLEL WITH AND 50.00 FEET SOUTHERLY OF THE CENTERLINE OF SAID SPUR TRACKS, THROUGH A CENTRAL ANGLE OF 06° 21' 03" AN ARC LENGTH OF 81.38 FEET; THENCE SOUTH 89° 59' 48" WEST, ALONG A LINE PARALLEL WITH AND 50.00 FEET SOUTHERLY OF THE CENTERLINE OF SAID MAIN TRACKS, A DISTANCE OF 360.62 FEET TO POINT "A"; THENCE SOUTH 89° 59' 48" WEST, ALONG A LINE PARALLEL WITH AND 50.00 FEET SOUTHERLY OF THE CENTERLINE OF SAID MAIN TRACKS, A DISTANCE OF 1411.96 FEET, TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, SAID POINT BEING 159.42 FEET SOUTH OF THE NORTH QUARTER CORNER OF SAID SECTION 13; THENCE NORTH 00° 33' 39" EAST, ALONG SAID WEST LINE A DISTANCE OF 25.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM THE RAILROAD TRACKAGE AND TRACK APPURTENANCES THERETO, LOCATED ON SAID LAND, RESERVED BY UNION PACIFIC RAILROAD, A DELAWARE CORPORATION IN THE QUITCLAIM DEED RECORDED JULY 31, 2002 AS INSTRUMENT NO. 2003-0174611 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ANY PORTION THEREOF LYING IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13.

ALSO EXCEPTING THEREFROM ALL MINERALS AND ALL MINERAL RIGHTS OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UNDERLYING THE PROPERTY, INCLUDING, WITHOUT LIMITING THE GENERALITY OF HE FOREGOING, OIL AND GAS AND RIGHTS THERETO, TOGETHER WITH THE SOLE, EXCLUSIVE AND PERPETUAL RIGHT TO EXPLORE FOR, REMOVE AND DISPOSE OF SAID MINERALS BY ANY MEANS OR METHODS SUITABLE, BUT WITHOUT ENTERING UPON OR USING THE SURFACE OF THE PROPERTY, AND IN SUCH MANNER AS NOT TO DAMAGE THE SURFACE OF THE PROPERTY, OR TO INTERFERE WITH THE USE AS RESERVED IN DEED FROM UNION PACIFIC RAILROAD COMPANY TO CITY OF KERMAN, RECORDED ON JULY 31, 2003, AS DOCUMENT NO. 20030174667, OFFICIAL RECORDS.

APN: 023-060-64U

PARCEL 3:

A PORTION OF LAND LYING IN SECTION 13, TOWNSHIP 14 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "A" DESCRIBED ABOVE (PARCEL 2); THENCE NORTH 89° 59' 48" EAST, ALONG A LINE PARALLEL WITH AND 50.00 FEET SOUTHERLY OF CENTERLINE OF THE MAIN UNION PACIFIC RAILROAD TRACKS, A DISTANCE OF 360.62 FEET; THENCE EASTERLY ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY WITH CENTER POINT BEARING SOUTH 00° 00' 12" EAST A RADIUS OF 734.21 FEET, PARALLEL WITH AND 50.00 FEET SOUTHERLY OF THE CENTERLINE OF A SOUTHERN SPUR FROM THE UNION PACIFIC RAILROAD TRACKS, THROUGH A CENTRAL ANGLE OF 06° 21' 03" AND ARC LENGTH OF 81.38 FEET; THENCE SOUTH 83° 39' 09" EAST, ALONG A LINE PARALLEL WITH AND 50.00 FEET SOUTHERLY OF THE CENTERLINE OF SAID SPUR TRACKS, A DISTANCE OF 315.24 FEET, TO A POINT 494.11 FEET WEST OF THE EAST LINE OF SAID SECTION 13; THENCE SOUTH 00° 33' 55" WEST, ALONG A LINE PARALLEL WITH AND 494.00 FEET WESTERLY OF EAST LINE OF SAID SECTION 13, A DISTANCE OF 130.63 FEET TO A POINT 220.00 FEET SOUTH OF CENTERLINE OF SAID MAIN TRACKS; THENCE SOUTH 89° 59' 48" WEST, ALONG A LINE PARALLEL WITH AND 220.00 FEET SOUTHERLY OF THE CENTERLINE OF SAID MAIN TRACKS, A DISTANCE OF 754.98 FEET; THENCE NORTH 00° 22' 48" EAST A DISTANCE OF 170.00 FEET TO POINT "A", THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL MINERALS AND ALL MINERAL RIGHTS OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UNDERLYING THE PROPERTY, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OIL AND GAS AND RIGHTS THERETO, TOGETHER WITH THE SOLE, EXCLUSIVE AND PERPETUAL RIGHT TO EXPLORE FOR, REMOVE AND DISPOSE OF SAID MINERALS BY ANY MEANS OR METHODS SUITABLE, BUT WITHOUT ENTERING UPON OR USING THE SURFACE OF THE PROPERTY, AND IN SUCH MANNER AS NOT TO DAMAGE THE SURFACE OF THE PROPERTY, OR TO INTERFERE WITH THE USE AS RESERVED IN DEED FROM UNION PACIFIC RAILROAD COMPANY TO CITY OF KERMAN, RECORDED ON JULY 31, 2003, AS DOCUMENT NO. 20030174661, OFFICIAL RECORDS.

APN: 023-060-65ST

PARCEL 4:

THE WEST HALF OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 12 AND THE NORTHEAST QUARTER OF SECTION 13, ALL IN TOWNSHIP 14 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY, DESCRIBED AS FOLLOWS:

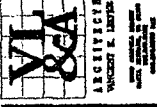
BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 1 OF THE CITY OF KERMAN, ACCORDING TO THE MAP THEREOF RECORDED MARCH 27, 1906 IN BOOK 3, PAGE 31 OF RECORD OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THENCE SOUTHERLY 60 FEET ALONG THE WESTERLY LINE OF SAID BLOCK 1, PRODUCED SOUTHERLY, TO THE SOUTH LINE OF "A" STREET, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF BLOCK 1 PRODUCED SOUTHERLY 164.2 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE SOUTHERN PACIFIC RAILROAD; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID RIGHT OF WAY TO THE WESTERLY LINE OF 3RD STREET PRODUCED SOUTHERLY; THENCE NORTHERLY ALONG SAID WESTERLY LINE OF 3RD STREET, PRODUCED SOUTHERLY 157.75 FEET TO THE SOUTHERLY LINE OF "A" STREET; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF "A" STREET TO THE TRUE POINT OF BEGINNING,

EXCEPTING THEREFROM ALL GAS, OIL AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND AS RESERVED BY HENRY KRESSMANN, J. H. KENNEDY AND TITLE INSURANCE AND TRUST COMPANY, AS TRUSTEES UNDER THE PARAGRAPH VIII OF THE WILL OF LOUISE E. KERCKHOFF, DECEASED, IN DEED RECORDED APRIL 6, 1950 IN BOOK 2834, PAGE 492 OF OFFICIAL RECORDS.

APN: 023-060-69ST

EXHIBIT "B"
(SKETCH OF THE PREMISES)

[Attached.]



PROJECT MANAGER
RIDGE
COMMERCIAL, INC.
12467 ALBERTA BLVD.
SAN MARINO, CA 91766
TELEPHONE 915-485-2344
FAX 915-485-2341

verizon wireless

KERMAN DT
15201 WEST CALIFORNIA AVENUE
(AKA WEST 'A' STREET)
KERMAN, CA 93630
SITE #158772

DATE	DESCRIPTION
11-29-00	REVISED
	REVISED
	REVISED
	REVISED
	REVISED
	REVISED
	REVISED
	REVISED
	REVISED

DATE: 11-29-00
DRAWN BY: JAC
PROJECT DATA
PROJECT NO.: 158772
SHEET INDEX

verizon wireless

KERMAN DT
15201 WEST CALIFORNIA AVENUE
(AKA WEST 'A' STREET)
KERMAN, CA 93630
FRESNO COUNTY
P.S. LOCATION NO. 158772

REVISIONS:
1. PERMITTED BY THE CITY OF KERMAN
2. PERMITTED BY THE CITY OF KERMAN
3. PERMITTED BY THE CITY OF KERMAN
4. PERMITTED BY THE CITY OF KERMAN
5. PERMITTED BY THE CITY OF KERMAN

SCOPE OF WORK
INSTALLATION OF ONE (1) CELLULAR ANTENNA ON EXISTING
TOWER AT THE ABOVE LOCATIONS.
INSTALLATION OF ONE (1) CELLULAR ANTENNA ON EXISTING
TOWER AT THE ABOVE LOCATIONS.

SCOPE OF WORK
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SCOPE OF WORK
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TOWER AT THE ABOVE LOCATIONS.
INSTALLATION OF ONE (1) CELLULAR ANTENNA ON EXISTING
TOWER AT THE ABOVE LOCATIONS.

CONSULTANT TEAM

DESIGNER	FORUM	DATE
CONSTRUCTION	FORUM	DATE
PERMITTING	FORUM	DATE
UTILITY	FORUM	DATE
LANDSCAPE ARCHITECTURE	FORUM	DATE
WATERWORKS	FORUM	DATE

PROJECT SUMMARY

FACILITIES: 200-00-00
PROPERTY: UNDEVELOPED
THE LAYOUT AND LOCATION AT THE CENTER
OF THE BLOCK AREA HAS DETERMINED BY THE
CITY OF KERMAN.

USE: CELLULAR TELEPHONE
LOCATION: 15201 WEST CALIFORNIA AVENUE, KERMAN, CA 93630

TOWER HEIGHT: 25' 0"

DESCRIPTION

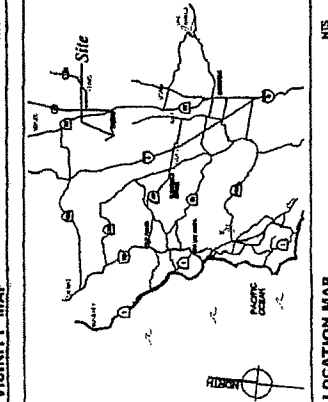
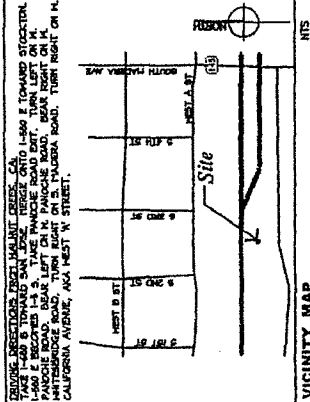
SHEET NUMBER	DESCRIPTION
T-1	PROJECT DATA, NOTES, GENERAL NOTES
G-1	SITE SURVEY
C-1	CELL SITES
A-1	SITE PLAN
A-2	ENLARGED SITE PLAN
A-3	SITE ELEVATIONS
A-4	DETAILS
A-5	DETAILS
E-1	SINGLE LINE DIAGRAM, NOTES, SPECIFICATIONS
E-2	GROUPING PLAN, NOTES, DETAILS

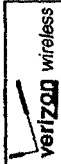
VERIZON SIGNATURE BLOCK

DESIGNED BY	FORUM	DATE
CONSTRUCTED BY	FORUM	DATE
PERMITTED BY	FORUM	DATE
UTILITY	FORUM	DATE
LANDSCAPE ARCHITECTURE	FORUM	DATE
WATERWORKS	FORUM	DATE

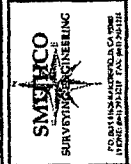
BUILDING/SITE DATA LEGEND

TOWER HEIGHT	DATE
25' 0"	11/29/00
USE	DATE
CELLULAR TELEPHONE	11/29/00
LOCATION	DATE
15201 WEST CALIFORNIA AVENUE, KERMAN, CA 93630	11/29/00
TOWER INFO	DATE
25' 0"	11/29/00





VL & A
 LAND SURVEYING
 1000 N. G ST. SUITE 100
 KERNAN, CA 93630
 (559) 833-1000



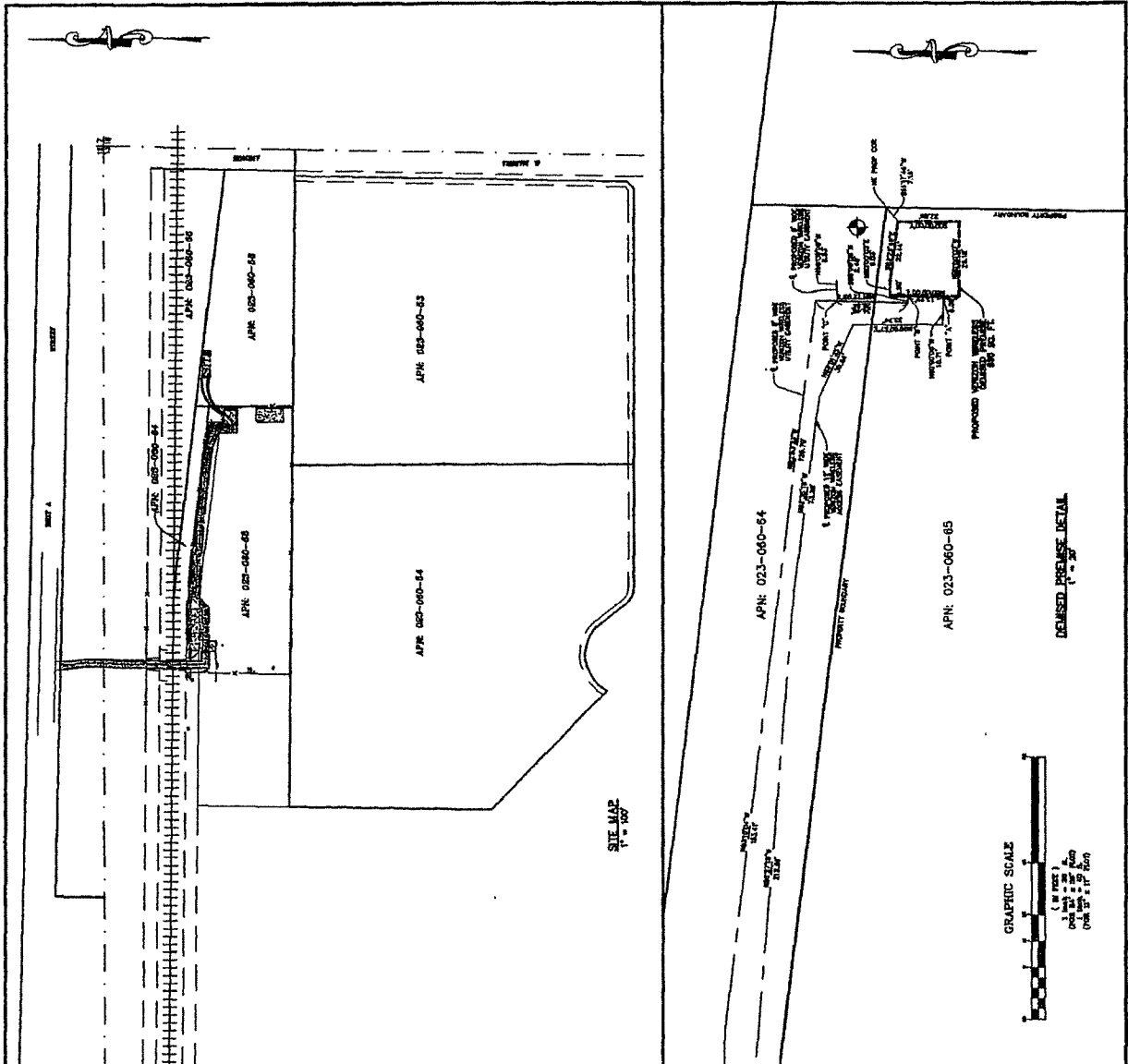
SMITHACO
 SURVEYING ENGINEERING
 1100 N. G ST. SUITE 100
 KERNAN, CA 93630
 (559) 833-1000

ALL RIGHTS ARE RESERVED BY THE SURVEYOR. THIS PLAN IS THE PROPERTY OF THE SURVEYOR AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

DATE: 07/14/04
 DRAWN BY: PWC
 CHECKED BY: PWC
 SURVEY JOB #: 04-02

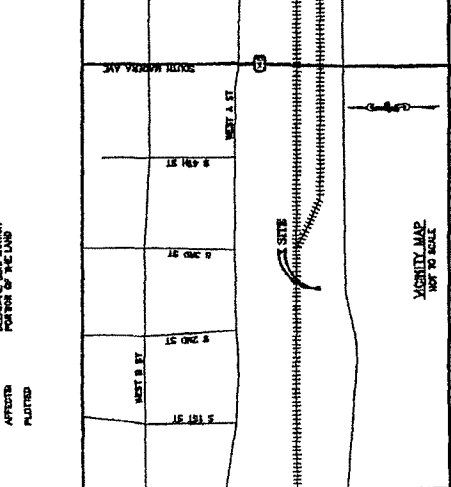
SITE NAME: KERNAN DT
SITE #: 156772
SITE ADDRESS: WEST A ST, KERNAN, CA 93630
FRESNO COUNTY

SHEET TITLE: SITE SURVEY
SHEET: C-1

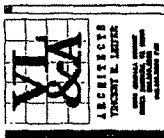


LEGAL PROPERTY DESCRIPTION:
 A PORTION OF LAND LOTS IN SECTION 13, TOWNSHIP 13 NORTH, RANGE 17 EAST, COUNTY OF KERNAN, CALIFORNIA, AS SHOWN ON THE OFFICIAL PLAT MAPS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT POINT 'A', DESCRIBED ABOVE; CORNER 'B', BEING NORTH 89° 50' EAST, 100.00 FEET TO POINT 'C'; CORNER 'C', BEING SOUTH 89° 50' WEST, 100.00 FEET TO POINT 'D'; CORNER 'D', BEING SOUTH 89° 50' WEST, 100.00 FEET TO POINT 'E'; CORNER 'E', BEING SOUTH 89° 50' WEST, 100.00 FEET TO POINT 'F'; CORNER 'F', BEING SOUTH 89° 50' WEST, 100.00 FEET TO POINT 'G'; CORNER 'G', BEING SOUTH 89° 50' WEST, 100.00 FEET TO POINT 'H'; CORNER 'H', BEING SOUTH 89° 50' WEST, 100.00 FEET TO POINT 'I'; CORNER 'I', BEING SOUTH 89° 50' WEST, 100.00 FEET TO POINT 'J'; CORNER 'J', BEING SOUTH 89° 50' WEST, 100.00 FEET TO POINT 'K'; CORNER 'K', BEING SOUTH 89° 50' WEST, 100.00 FEET TO POINT 'L'; CORNER 'L', BEING SOUTH 89° 50' WEST, 100.00 FEET TO POINT 'M'; CORNER 'M', BEING SOUTH 89° 50' WEST, 100.00 FEET TO POINT 'N'; CORNER 'N', BEING SOUTH 89° 50' WEST, 100.00 FEET TO POINT 'O'; CORNER 'O', BEING SOUTH 89° 50' WEST, 100.00 FEET TO POINT 'P'; CORNER 'P', BEING SOUTH 89° 50' WEST, 100.00 FEET TO POINT 'Q'; CORNER 'Q', BEING SOUTH 89° 50' WEST, 100.00 FEET TO POINT 'R'; CORNER 'R', BEING SOUTH 89° 50' WEST, 100.00 FEET TO POINT 'S'; CORNER 'S', BEING SOUTH 89° 50' WEST, 100.00 FEET TO POINT 'T'; CORNER 'T', BEING SOUTH 89° 50' WEST, 100.00 FEET TO POINT 'U'; CORNER 'U', BEING SOUTH 89° 50' WEST, 100.00 FEET TO POINT 'V'; CORNER 'V', BEING SOUTH 89° 50' WEST, 100.00 FEET TO POINT 'W'; CORNER 'W', BEING SOUTH 89° 50' WEST, 100.00 FEET TO POINT 'X'; CORNER 'X', BEING SOUTH 89° 50' WEST, 100.00 FEET TO POINT 'Y'; CORNER 'Y', BEING SOUTH 89° 50' WEST, 100.00 FEET TO POINT 'Z'; CORNER 'Z', BEING SOUTH 89° 50' WEST, 100.00 FEET TO POINT 'A'.

APNs 023-060-53
 DESCRIBED, LEGAL, MEASURED, DIMENSIONS, DIMENSIONS, DIMENSIONS.
 SEE SHEET C-1
 DIMENSIONS, LEGAL, MEASURED, DIMENSIONS, DIMENSIONS, DIMENSIONS.
 1. CORNER 'A' AND CORNER 'B' ARE NOT PLATTED. NOT PLATTABLE BY NATURE OF TITLE.
 2. THE LOT OF REPLACEMENT, UNDER IF ANY, ASSIGNED PERMIT TO DEVELOP 3.5 CUBIC YARDS OF WATER IN SECTION 13 OF THE CALIFORNIA REVENUE AND TOLLING CODE, NOT PLATTABLE BY NATURE OF TITLE.
 3. PERMANENT NATURAL GAS OR PROCELSSED NATURAL GAS PIPELINE OR OTHER UNDERGROUND UTILITY OR STRUCTURE, INCLUDING BUT NOT LIMITED TO, GAS, WATER, SEWER, OR OTHER UTILITY, IS LOCATED UNDER OR ADJACENT TO THE LAND DESCRIBED HEREIN, AS SHOWN ON THE PLAT OF THE LAND.
 4. THE LOCATION OF THE UTILITY CANNOT BE DETERMINED FROM RECORD INFORMATION, BUT FURTHER DUE TO THE PRESENCE OF THE UTILITY.
 5. THE CITY OF KERNAN HAS A CITY ORDER, NO. 04-001, DATED 07/14/04, AUTHORIZING THE RECONSTRUCTION OF A MAIN LINE WATER MAIN IN THE CITY OF KERNAN, CALIFORNIA, IN THE NEARBY AREA OF THE PROPERTY, AS SHOWN ON THE PLAT OF THE LAND. THE CITY ORDER IS ON FILE WITH THE CITY OF KERNAN, CALIFORNIA, AND IS SUBJECT TO THE CITY OF KERNAN'S OFFICIAL RECORDS. IN SUCH CASES, RECORDS, NOT PLATTABLE.
 6. AN EASEMENT FOR WATER MAIN SERVICE AND SANITARY SEWERAGE AND SEWERAGE PURPOSES, RECORDED JULY 21, 2003 AS INSTRUMENT NO. 000284871 OF OFFICIAL RECORDS, IN FAVOR OF: UNION PACIFIC RAILROAD COMPANY, A CORPORATION OF THE STATE OF ILLINOIS, AFFECTS PORTION OF THE LAND PLATTED.



GRAPHIC SCALE
 1" = 100'
 (1" = 100')
 (1" = 100')
 (1" = 100')



REGISTRARS
 TRACY E. LEITER
 LICENSE NO. 13585

PROJECT MANAGER
RIDGE
 COMMUNICATIONS, INC.
 1147 ACOSTA BLVD
 SAN JOSE, CA 95128
 TELEPHONE 925-852-5140
 FAX 925-852-5141

Verizon wireless

KERMAN DT
 15201 WEST CALIFORNIA AVENUE
 (AKA WEST 'N' STREET)
 KERMAN, CA 93630

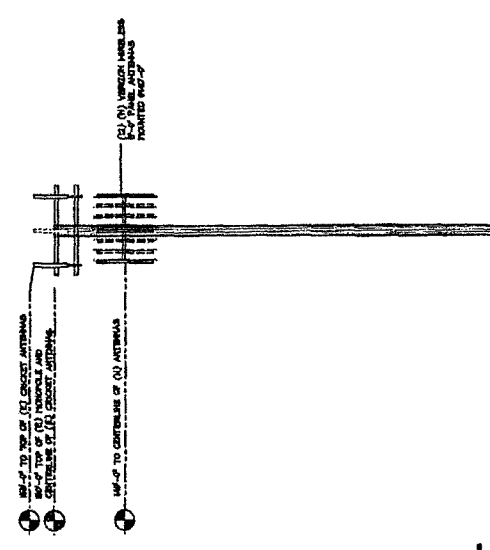
DATE _____

REVISIONS

NO.	DATE	REVISIONS

DRAWN BY: SAC
 CHECKED BY: SAC
 CONTRACTOR
 SITE
 ELEVATIONS

A-3



ANTENNA SECTOR	AZIMUTH (Comp. 3)	SECTOR	CONICAL SIZE	CONICAL LENGTH	COMMENTS
SECTOR 1	TBD	4	1-1/2"	30'	PROVIDE MECHANICAL IDENTIFY BRACKET FOR EACH ANTENNA.
SECTOR 2	TBD	4	1-1/2"	30'	PROVIDE MECHANICAL IDENTIFY BRACKET FOR EACH ANTENNA.
SECTOR 3	TBD	4	1-1/2"	30'	PROVIDE MECHANICAL IDENTIFY BRACKET FOR EACH ANTENNA.

NOTE: CONTRACTOR TO FIELD VERIFY CABLE LENGTHS PRIOR TO ORDERING, FABRICATION, OR INSTALLATION OF CABLES.

VERIZON ANTENNA & CABLE SCHEDULE

* SUBJECT TO FINAL VERIFICATION BY RF ENGINEER

