

STANDARD LEASE AGREEMENT

This Standard Lease Agreement ("Agreement") is entered into this 8th day of July, 1994 between NEXTEL COMMUNICATIONS, INC., a Delaware corporation ("Lessee") and ALBERT E. TREPTE AND CELESTE A. TREPTE, CO-TRUSTEES OF THE ALBERT E. TREPTE FAMILY TRUST, DATED DECEMBER 22, 1975 ("Lessor").

In consideration of the mutual covenants contained herein and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Premises. Lessor is the owner of a parcel of land (the "Land") as described in Exhibit A annexed hereto. Subject to the terms and conditions contained in this Agreement, Lessor hereby leases to Lessee and Lessee leases from Lessor, a certain portion of the Land measuring approximately eighteen feet (18') by forty feet (40') (the "Premises") as depicted in Exhibit B annexed hereto.

2. Use. The Premises may be used by Lessee for the provision of mobile communications services, including without limitation, the transmission and the reception of radio communication signals on various frequencies, and for the construction, maintenance and operation by Lessee at Lessee's sole expense of necessary facilities, including but not limited to, an antenna tower or pole and foundation, antennas and an air conditioned equipment shelter as further described in Exhibit B. Lessee shall not do or permit to be done on the Premises, nor bring or keep or permit to be brought or kept in the Premises, anything, including but not limited to the use, Construction, Tests, or any of them, described in the Agreement (a) which is prohibited by or in conflict with any law, ordinance, statute, regulation, rule, judicial decision, administrative order, or other requirement or prohibition of any governmental entity (hereinafter collectively called "Laws") or, (b) which is prohibited by the standard form of fire insurance policy or, (c) which will increase the existing rate of or affect fire or other insurance on the Land or any improvement thereon, or cause a cancellation of any insurance policy covering the Land or any part of it or any improvement thereon. The judgment of any court of competent jurisdiction, or the admission of Lessee in any action or proceeding against Lessee, whether or not Lessor be a party, that Lessee has violated any Laws in its Construction or other use of the Premises, shall be conclusive of that fact as between Lessor



Initials:



and Lessee. Lessee shall not commit, or suffer to be committed, any waste upon the Premises, or any nuisance or other act or thing that may disturb the quiet enjoyment of any other tenant on the Land on which the Premises are located.

Lessee shall not use or store in the Premises any hazardous or toxic substances (including but not limited to any hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyls (PCBs) petroleum or other fuels (including crude oil or any fraction or derivative thereof) or underground storage tanks—with the sole exception of reasonably necessary substances that are kept in reasonably necessary quantities for normal operations of the Lessee Facilities, provided that their use and storage are in accordance with applicable laws. Lessor agrees to cooperate with Lessee, at Lessee's expense, in making application for and obtaining all licenses, permits, and any and all other necessary approvals that may be required for Lessee's intended use of the Premises.

3. Tests and Construction. At Lessee's sole expense, Lessee shall have the right at any time following the full execution of this Agreement, including providing Landlord with a Certificate of Insurance as provided for in Paragraph 13(a) below, to enter upon the Land for the purpose of making necessary engineering surveys and inspections and soil test borings and other reasonably necessary tests ("Tests"), if needed, and for the purpose of constructing the Lessee Facilities (as defined in Paragraph 6(a) below) and installing the Site Equipment (as defined in Paragraph 9(a) below) (collectively "Construction"). Prior to making any Tests or Construction, Lessee will provide Lessor with a certificate of insurance naming Lessor as an additional insured and evidencing liability insurance in the amounts set forth in Paragraph 13 of this Agreement. In conducting any Tests or Construction, Lessee will notify Lessor of any proposed Tests or Construction, and will coordinate the scheduling of same with Lessor, as well as cooperate with Lessor so as to minimize any interference with the business operations currently conducted by Lessor on the Land.

4. Term. The term of this Agreement shall be five (5) years commencing on the date Lessee begins commercial operation of the Lessee Facilities (which facilities are defined in Paragraph 6(a) below) or December 31, 1994, whichever first occurs ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date (the "Term") unless otherwise terminated as provided herein. Lessor and Lessee agree to execute a document evidencing such Commencement Date. Lessee shall have the right to

extend the Term for three (3) successive five (5) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein. Provided that Lessee is not then in default under any provision of the Agreement, this Agreement shall automatically be extended for each successive Renewal Term unless Lessee notifies Lessor not less than sixty (60) days prior to the respective expiration date of Lessee's intention not to extend such Term or Renewal Term.

5. Rent.

(a) Within 15 days of the Commencement Date and on the first day of each month thereafter, Lessee shall pay to Lessor as rent One Thousand and 00/100 Dollars (\$1,000.00) per month ("Rent"). If the Commencement Date is a date other than the first day of the month, the Rent for the first calendar month shall be prorated on the basis of the number of actual days in such partial month. Rent shall be payable to Lessor at 8775 Aero Drive, Suite 235, San Diego, California 92123, Attention: Paul Muzzy. Lessee agrees to pay to Lessor without offset, deduction, or prior notice or demand of any kind the minimum monthly rent set forth in Subparagraph 5(a) (Minimum Monthly Rent) in advance at Lessor's address on the first day of each calendar month throughout the Term. Lessee shall make payment of Minimum Monthly Rent and other payments to Lessor in lawful money of the United States. It is understood and agreed that Lessee's timely payment of Minimum Monthly Rent and all other rents, charges and amounts of any kind provided in this Agreement (collectively deemed and called "Additional Rent") is an unconditional obligation of Lessee. Lessee's obligation to pay shall be continuous throughout the term of the Agreement, even during the pendency of any dispute resolution process that may arise during the term.

(b) For any Renewal Term, Lessee shall pay the then current Rent, increased by any percentage increase which occurred in the Consumer Price Index ("CPI") for Los Angeles-Anaheim-Riverside Metropolitan Statistical Area for all urban consumers during the preceding five (5) year period. Such increase shall not be less than twenty percent (20%) of the Rent for the previous Term or Renewal Term.

(c) If this Agreement is terminated prior to its expiration, Rent shall be prorated as of the date of termination.

(d) If Rent is not paid within ten (10) days after the due date, Lessee agrees to pay a late charge of ten percent

SUBJECT

(10%) on the delinquent amount upon notice from Lessor within twenty (20) days after the due date.

6. Improvements; Liability; Utilities; Access.

(a) At Lessee's sole expense, and subject to the other provisions of the Agreement, Lessee has the right to erect, maintain and operate on the Premises radio communications facilities, including not more than one (1) antenna tower or pole and foundation, utility lines, an air conditioned equipment shelter, radio transmitting and receiving antennas and supporting structures thereto ("Lessee Facilities"). In connection therewith, Lessee has the right to do all work necessary to prepare, maintain and alter the Premises for Lessee's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Title to the Lessee Facilities shall be held by Lessee. All of Lessee Facilities shall remain Lessee's personal property and are not fixtures. Lessee has the right to remove all Lessee Facilities at its sole expense on or before the expiration or earlier termination of the Term or any Renewal Term, provided, Lessee repairs any damage to the Premises caused by such removal. Upon termination of this Agreement, Lessee shall not be required to remove any foundation more than one (1) foot below grade level.

(b) . Lessee shall, obtain electrical service from any utility company that provides electric service to the Premises, including the installation of a separate meter and main breaker. Lessee has the right to improve the present utilities on the Premises and to install new utilities (including a standby power generator for Lessee's exclusive use at a location on the Premises acceptable to both parties). Lessee also has the right to bring utilities across the Land in order to service the Premises. The location of the utility lines shall be agreed upon in writing by Lessee and Lessor. At Lessee's reasonable request and sole expense, Lessor shall execute necessary documents evidencing such utility easement rights, including a utility easement in favor of Lessee or the applicable utility company, the location of which easement shall be determined in Lessor's sole discretion. Lessee shall pay for the electricity it consumes in its operations. Lessee, at Lessee's sole expense, shall obtain all of Lessee's electrical power requirements directly from the utility company which provides such power to the Land and shall

obtain and cause to be installed such meters and lines as are necessary to such direct utility connection.

(c) Lessor shall provide to Lessee, Lessee's employees, agents, and subcontractors access over the Land to the Premises twenty-four (24) hours a day, seven (7) days a week without notice to Lessor, at no charge to Lessee. Notwithstanding any other provision of this Agreement, Lessee's right of access to the Premises shall not be deemed to create an easement or other interest in the Land, shall be deemed only a license to Lessee for the term of the Agreement (and Renewal Term, if any) for reasonable ingress and egress during the times stated above to and from the Premises in a manner which does not interfere with, hinder, or prevent the use of any portion of the Land by Lessor's agents, employees, representatives, tenants, contractors, and business invitees, or otherwise violate any other provision of this Agreement.

Notwithstanding any other provision of this Agreement, Lessee acknowledges that Lessee has examined the Premises, is familiar with its physical condition and, by Lessee's commencement of Construction thereon, shall be conclusively presumed to have accepted the Premises in an "as is" condition. Lessee acknowledges that neither Lessor nor any agent, employee or representative of Lessor, has made (and Lessee does not rely upon) representations as to the physical condition of the Premises or their suitability for any particular use, including but not limited to the intended uses referred to herein, or that governmental approvals (including but not limited to a Conditional Use Permit) necessary to the Construction of the Lessee Facilities or use of such Premises as described herein will be granted to Lessee or will not be revoked or suspended. Lessee understands and agrees that Lessor is not now, and shall not hereafter be obligated or responsible for any cost, expense, or liability for any improvements to, maintenance of, or repairs to, the Premises or any portion thereof at any time, except to the extent caused by Lessor's gross negligence or willful misconduct. To the extent permitted by Lessor, any and all improvements constructed by Lessee or at Lessee's request shall be constructed at no cost or expense to, or liability of, Lessor, and Lessee does hereby agree to hold Lessor, Lessor's Land, and each of them, free and harmless from any and all claims, damages, liens, encumbrances, costs, attorneys' fees, obligations, and liabilities arising out of or connected with Lessee's Construction, Tests, occupancy, or use of the Premises, the exercise by any person of Lessee's right of access across the Land, Lessor's cooperation in Lessee's efforts to obtain governmental approvals and permits (including Conditional

Use Permit), and each of them, except to the extent caused by Lessor's gross negligence or willful misconduct.

7. Interference.

(a) Lessee shall operate the Lessee Facilities in a manner that will not interfere with the lawful use of the Land or any improvements thereon by Lessor, any successor in interest to Lessor's interest in the Land, other tenants of Lessor which, from time to time, may rent or lease the Land, including improvements thereon, or any portion thereof, and each of them. Lessee shall not cause or permit any Testing, Construction, operations of Lessee Facilities, and other uses of the Premises which are not in complete compliance with all applicable laws, including without limitation all applicable Federal Communications Commission ("FCC") and Public Utilities Commission ("PUC") rules and requirements. The failure of Lessee to comply with any provision of this subparagraph shall be deemed a "Harmful Interference" by Lessee. The occurrence of a Harmful Interference shall constitute a material breach under this Agreement. Lessee shall cease any such Harmful Interference immediately (or, if such interference is not curable immediately, as soon as reasonably practicable) following receipt of notice that such Harmful Interference has occurred, and shall take such acts as may be necessary to ensure that the same or any other similar Harmful Interference will not thereafter reoccur. In the event Lessee is required to shut off its transmission signal to cure any interference, Lessee shall be entitled to run short tests thereafter in order to cure such interference. (b) The default and termination provisions governing interference pursuant to this Section 7 shall, in the event of conflict with or discrepancy with the provisions of Section 20, control.

8. Taxes. Lessee shall pay, or cause to be paid, prior to delinquency, directly to the taxing authority, any taxes levied, assessed, or which become payable during the Term (and each Renewal Term, if any) on Lessee's leasehold improvements (including Lessee Facilities), equipment, fixtures, and other personal property located in or on, or attached in any manner to, the Premises. If any of Lessee's leasehold improvements (including Lessee Facilities), equipment, fixtures, and other personal property shall be assessed and taxed with the Land of which the Premises are a part, Lessee shall pay to Landlord Lessee's share of the taxes within thirty (30) days after delivery to Lessee of a statement in writing setting forth the amount of the taxes applicable to Lessee's property, including reasonable proof or documentation from the taxing authority indicating the bases for the amount and allocation of such reimbursement

amount. In addition, Lessee shall similarly reimburse Lessor for any and all increases in real property taxes which are assessed as a direct result of Lessee's Construction of Lessee's Facilities or other improvements to the Land. Except as provided above, Lessor shall pay all real property taxes attributable to the Land and improvements thereon.

9. Equipment.

(a) Lessee shall provide all transmitters and receivers and all related electronic equipment ("Site Equipment") required for the installation and operation of Lessee's system. The Site Equipment is and shall remain the sole property of the Lessee and may be removed from the Premises at any time by the Lessee. Lessee shall remove all Site Equipment from the Premises at Lessee's expense upon the termination of this Agreement.

(b) Lessee shall provide all of the equipment and labor necessary to the installation of Lessee's system including the antennas, associated feed lines, isolation equipment and electrical terminals. The equipment provided by Lessee shall remain the sole personal property of Lessee and shall not be deemed fixtures.

(c) Lessee shall, at its sole cost and expense, maintain and repair its Site Equipment.

10. Waiver of Lessor's Lien. Lessor acknowledges that Lessee contemplates entering into a financing arrangement including promissory notes and a financing and security agreement ("Financing Agreement") for the financing of the Lessee Facilities and the Site Equipment (the "Collateral") with a third party or parties (the "Financing Entity"). In connection therewith, Lessor (i) consents to the installation of the Collateral in accordance with the provisions of this Agreement; (ii) disclaims any interest the Collateral, as fixtures or otherwise; (iii) waives any lien rights it may have concerning the Collateral; and (iv) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral is deemed Lessee's personal property and may be removed at any time without recourse to legal proceedings. Lessee agrees to notify Lessor in writing that Lessee has entered into the Financing Agreement and of the identity of the Financing Entity.

11. Termination.

(a) Provided that Lessee is not then in default under this Agreement and except as otherwise provided herein, this Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by Lessee upon a default of any covenant or term hereof by Lessor, which default is not cured within thirty (30) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) days from receipt of notice; or (ii) by Lessee for any reason or for no reason, provided Lessee delivers written notice of early termination to Lessor no later than thirty (30) days prior to the Commencement Date; or (iii) by Lessee if it does not obtain or maintain any license, permit or other approval necessary to the construction and operation of Lessee Facilities; or (iv) by Lessee if Lessee is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (v) by Lessee if Lessee determines that the Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference.

(b) Lessor consents to the assignment by Lessee of this Agreement to the Financing Entity described in Paragraph 10 above as security for the payment of all indebtedness and performance of obligations under the Financing Agreement, provided that such assignment shall not constitute assumption by the Financing Entity of any obligations under this Agreement unless and until the Financing Entity elects to assume Lessee's rights and obligations herein in the event Lessee defaults under the Financing Agreement or any other agreement with the Financing Entity related thereto. In such event, the Financing Entity may, but shall have no obligation to, take in its name or in the name of Lessee or otherwise, such actions as the Financing Entity may, at any time or from time to time, deem necessary to utilize the Leased premises but only in accordance with the provisions of this Agreement. Lessee hereby irrevocably authorizes Lessor to accept such performance by the Financing Entity. If the Financing Entity has been given notice of and the opportunity to cure Lessee's failure to pay rent and the Financing Entity failed to bring the rent current within sixty (60) days of the date Lessor gave such notice to the Financing Entity in the manner provided in Paragraph 22(E) below, Lessor's waiver of its rights of recourse against the Collateral shall not be effective from and after such sixty (60) days period. Notice shall be sent to the Financing Entity at the address, if any, provided by Lessee under Section 10 above.

12. Termination in the Event of Casualty or Condemnation.

In the event of any damage or destruction of the Premises or any part thereof, which renders the Premises unusable or inoperable, Lessee shall have the right, but not the obligation, to terminate this Agreement and all of its duties and obligations arising after the expiration of the notice period provided below by giving written notice to Lessor within thirty (30) days after such damage or destruction, if by virtue of such casualty or condemnation the Premises are no longer adequate for Lessee to continue its operations. In the event Lessee does not provide such notice to terminate, Lessee shall rebuild the Lessee Facilities within four (4) months following the damage or destruction and there shall be no abatement of rent.

13. Insurance.

(a) Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on Lessee's Site Equipment, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Lessee, its employees, and agents arising out of or in connection with Lessee's use of the Premises, all as provided for herein. Lessor shall be named as an additional insured on Lessee's policy. Lessee shall provide to Lessor a certificate of insurance evidencing the coverage required by this paragraph, which shall be attached hereto as Exhibit D.

(b) All insurance required under this Agreement shall:

(1) Be issued as a primary policy; and

(2) Contain an endorsement requiring thirty (30) days written notice from the insurance company to both parties before cancellation or change in the coverage, scope, or amount of any policy. Each certificate of the policy shall be deposited with Lessor within thirty (30) days of the Commencement Date and, on renewal of the policy, not less than thirty (30) days before expiration of the term of the policy.

(c) Lessee shall pay any increase in Lessor's insurance premiums directly attributable to Lessee's use of the Premises, upon furnishing to Lessee of documentation from the insurance company reasonably showing the amount of

such increase and that Lessee's use of the Premises has caused such increase.

14. Waiver of Subrogation. Lessor and Lessee release each other and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the Premises or to Lessee's Site Equipment thereon caused by, or result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Lessor and Lessee shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither Lessor nor Lessee shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by Paragraph 13.

15. Assignment and Subletting. Lessee shall not assign or sublet all or any part of its interest in this Agreement or in the Premises without the prior written consent of Lessor, such consent not to be unreasonably withheld, provided, however, that Lessee may assign its interest to its parent company, any subsidiary or affiliate or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets, subject to the Financing Entity's interest, if any, in this Agreement as set forth in Paragraphs 10 and 11 herein. If during the Term, Lessor, Lessor's successors or assigns, convey all or part of Lessor's interest in the Premises, then from the effective date of the conveyance Lessor shall be released from any obligations under this Agreement with respect to the interest so conveyed, except those already accrued. If Lessor conveys, assigns, and sells all interest in the Premises to a third party, Lessee shall attorn to this party as if it had been named as Lessor under this Lease, provided the successor assumes all obligations under this Agreement. Except as set forth above or with respect to the Financing Entity rights set forth in Section 11(b) above, any assignment, subletting, occupancy or use without the prior written consent of Lessor shall be void and shall constitute a material breach under this Agreement. Lessee specifically understands and agrees that at any time Lessee is in default under the provisions of this Agreement, Lessee shall have no right to assign or sublet Lessee's interest in this Agreement and Lessor shall have no obligation to give approval or disapproval under this section should Lessee attempt an assignment or subletting while in default. In the event of an assignment, sublease or other transfer (other than any assignment described above with respect to

which Lessor's consent is not required), Lessee shall pay to Lessor One Hundred Percent (100%) of the net proceeds received from the assignee, sublessee or transferee.

16. Premises. At Lessee's sole expense, Lessee shall maintain the Premises and operate its facilities thereon in such manner as will best enable it to fulfill its service requirements, and in accordance with the provisions of this Agreement.

17. Warranty of Title and Quiet Enjoyment.

(a) Lessor warrants that: (i) Lessor owns the Land in fee simple and has rights of access thereto; (ii) Lessor has full right to make this Agreement; and (iii) Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Premises, subject, nevertheless, to the terms and conditions of this Agreement. Lessor is prepared to document its interests in the Land.

(b) Lessor warrants that to the best of its knowledge the making of this Agreement and the performance thereof will not violate any restrictive covenants or the provision of any mortgage, lease, or other agreements under which Lessor is bound and which restricts the Lessor in any way with respect to the use or disposition of the Land.

18. Repairs. Lessee accepts the Premises as being in the condition in which Lessor is obligated to deliver the Premises. At all times during the term of this Agreement and at Lessee's sole cost, Lessee shall keep the Premises in good condition and repair; ordinary wear and tear and damage to the Premises by fire, earthquake, or act of God or the elements are excepted. Lessee waives all rights to make repairs at the expense of Lessor or instead to vacate the Premises, and Lessee further waives the provisions of California Civil Code §§1941 and 1942 with respect to Lessor's obligations under this Lease. At the end of the term (or Renewal Term, if any) of this Lease, Lessee shall surrender to Lessor the Premises in the same condition as when received; ordinary wear and tear and damage by fire, earthquake, or act of God or the elements are excepted. Lessor has no obligation and has made no promise to alter, remodel, improve, repair, decorate, or paint the Premises or any part of them. Lessor has made no representations respecting the condition of the Premises or the Land, except as specifically set forth in this Agreement. Lessee shall keep the Premises and the Land free from any liens arising

out of any work performed, materials furnished, or obligations incurred by Lessee. Lessor may have posted on the Premises any notices that may be provided by law or that Lessor may deem proper for the protection of Lessor, the Premises, and the Law from those liens. Lessee may contest any lien for which Lessee is responsible under this Section, provided that Lessee shall have caused the lien to be bonded against. Lessee shall not cause or permit any damage to the Land, or to any improvement thereon owned by Lessor or tenant of Lessor. In the event and to the extent that any such damage should occur as a consequence of Lessee's Construction, Tests, or use of the Premises, Lessee shall within thirty (30) days following receipt of written documentation detailing the reasonable costs of repair fully reimburse to Lessor all costs and expenses reasonably necessary to repair such damages.

19. Environmental Indemnity. Lessor warrants that, to the best of Lessor's present knowledge and information, Lessor does not know of the present existence of any hazardous substances, hazardous wastes or pollutants located on or about the Land. In connection with the warranty made in this Paragraph 19, Lessor agrees to indemnify and hold harmless Lessee, Lessee's permitted successors and assigns, and Lessee's present and future officers, directors, employees and agents (collectively, "Lessee/Indemnitees") from any and all claims, causes of action, suits, judgments, and costs and expenses incidental thereto which Indemnitees may hereafter suffer, incur, be responsible for, or disburse as a result of any intentional misrepresentation or gross negligence by Lessor in the making of the warranty contained in this Paragraph 19.

Lessor, Lessor's managing agent, their successors and assigns, their present and future officers, directors, employees and agents (collectively, "Lessor/Indemnitees") shall not be liable to Lessee, Lessee's officers, agents, employees, customers, invitees, or third parties for loss of or damage to property on the Premises (including but not limited to Lessee Facilities and Site Equipment), for lost profits arising from loss of use of the Premises, or for injury or death to persons in, on, or about the Premises, except to the extent caused by the gross negligence or willful misconduct of any or all Lessor/Indemnitees; and Lessee agrees to indemnify and hold each and all Lessor/Indemnitees free and harmless from any and all claims, causes of action, suits, judgments, and costs and expenses incidental thereto (including reasonable attorneys' fees) which Lessor/Indemnitees may hereafter suffer, incur, be responsible for, or disburse, to the extent directly arising from Lessee's use or occupancy of the Premises,

except for the loss or damage as may be caused by the gross negligence or willful act or omission of any and all Lessor/Indemnitees.

20. Default. Any of the following events or occurrences shall constitute a material breach of this Agreement by Lessee and, after the expiration of any applicable grace period, shall constitute an event of default (each an Event of Default):

(a) The failure by Lessee to pay any amount in full within ten (10) days following notice of non-payment;

(b) The failure by Lessee to perform any material obligation under this Agreement, which by its nature Lessee has no capacity to cure;

(c) The failure by Lessee to perform any other obligation under this Agreement, if the failure has continued for a period of thirty (30) days after Lessor demands in writing that Lessee cure the failure. If, however, by its nature the failure cannot be cured within thirty (30) days, Lessee may have a longer period as is necessary to cure the failure, but this is conditioned upon Lessee's promptly commencing to cure within the thirty (30) day period and thereafter diligently completing the cure. Lessee shall indemnify and defend Lessor against any liability, claim, damage, loss, or penalty that may be threatened or may in fact arise from that failure during the period the failure is uncured;

(d) Any of the following: A general assignment by Lessee for the benefit of Lessee's creditors; any voluntary filing, petition, or application by Lessee under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment, vacation, or surrender of the Premises by Lessee without Lessor's prior written consent; or the dispossession of Lessee from the Premises (other than by Lessor) by process of law or otherwise (except as otherwise provided herein);

(e) The appointment of a trustee or receiver to take possession of all or substantially all of Lessee's assets; or the attachment, execution or other judicial seizure of all or substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Agreement, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days (or is otherwise specifically permitted herein); or the involuntary filing

against Lessee, or any general partner of Lessee if Lessee is a partnership, of

(i) a petition to have Lessee, or any partner of Lessee if Lessee is a partnership, declared bankrupt, or

(ii) a petition for reorganization or arrangement of Lessee under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within sixty (60) days;

(f) The abandonment of the Premises by Lessee.

21. Remedies. Upon the occurrence of an Event of Default, Lessor, in addition to any other rights or remedies available to Lessor at law or in equity, shall have the right to

(a) terminate this Agreement and all rights of Lessee under this Agreement by giving Lessee written notice that this Agreement is terminated, in which case Lessor may recover from Lessee the aggregate sum of

(i) the worth at the time of award of any unpaid rent that had been earned at the time of termination;

(ii) any other amount necessary to compensate Lessor for all the detriment caused by Lessee's failure to perform Lessee's obligations or that, in the ordinary course of things, would be likely to result from Lessee's failure; and

(iii) all other amounts in addition to or in lieu of those previously set out as may be permitted from time to time by applicable California law.

(b) Subject to the Financing Entity's rights set forth in Section 11(b) above, upon the occurrence of an Event of Default, Lessor shall also have the right, with or without terminating this Agreement, to re-enter the Premises and remove all persons and property from the Premises. Lessor may store the property removed from the Premises in a public warehouse or elsewhere at the expense and for the account of Lessee.

(c) None of the following remedial actions, alone or in combination, shall be construed as an election by Lessor to terminate this Agreement unless Lessor has in fact given Lessee written notice that this Agreement is terminated or unless a court of competent jurisdiction decrees termination of this Agreement: any act by Lessor to maintain or

preserve the Premises; any efforts by Lessor to relet the Premises; any re-entry, repossession, or reletting of the Premises; or any re-entry, repossession, or reletting of the Premises by Lessor pursuant to this Section. If Lessor takes any of the previous remedial actions without terminating this Agreement, Lessor may nevertheless at any later time terminate this Agreement by written notice to Lessee.

(d) After the occurrence of an Event of Default, Lessor, in addition to or in lieu of exercising other remedies, may, but without any obligation to do so, cure the breach underlying the Event of Default for the account and at the expense of Lessee. However, Lessor must by prior notice first allow Lessee a reasonable opportunity to cure, except in cases of emergency, where Lessor may proceed without prior notice to Lessee. Lessee shall, upon demand, immediately reimburse Lessor for all reasonable costs, including costs of settlements, defense, court costs, and reasonable attorneys' fees, that Lessor may incur in the course of any cure.

(e) Except where this is inconsistent with or contrary to any provisions of this Agreement, no right or remedy conferred upon or reserved to either party is intended to be exclusive of any other right or remedy, or any right or remedy given or now or later existing at law or in equity or by statute.

Except to the extent that either party may have otherwise agreed in writing, no waiver by a party of any violation or nonperformance by the other party of any obligations, agreements, or covenants under this Agreement shall be deemed to be a waiver of any subsequent violation or nonperformance of the same or any other covenant, agreement, or obligation, nor shall any forbearance by either party to exercise a remedy for any violation or nonperformance by the other party be deemed a waiver by that party of the rights or remedies with respect to that violation or nonperformance.

22. Miscellaneous.

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(d) The captions of this Agreement have been inserted for convenience only and are not to be construed as part of this Agreement or in any way limiting the scope or intent of its provision.

(e) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Lessor:

The Albert E. Trepte Family
Trust, Dated December 22, 1975
8775 Aero Drive, Ste. 235
San Diego, CA 92123
Attn: Paul Muzzy

Lessee:

Nextel Communications, Inc.
c/o Smart SMR of California, Inc.
3675 Mt. Diablo Blvd.-Ste.230
Lafayette, CA 94549
Attn: Vice President -
Network Operations

With a copy to:

Nextel Communications, Inc.
201 Route 17 North
Rutherford, NJ 07070
Attn: Contracts Administrator

Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party.

(f) This Agreement shall be governed under the laws of the State of California.

(g) Lessor acknowledges that a Memorandum of Agreement in the form annexed hereto as Exhibit C will be recorded by Lessee in the Official Records of the County where the

Property is located. In the event the Premises are encumbered by a mortgage or deed of trust, Lessor agrees to assist Lessee in obtaining a non-disturbance and attornment instrument for each such mortgage or deed of trust. Upon the expiration or earlier termination of this Agreement, Lessee agrees to record an agreement evidencing the termination of Lessee's interest in the Premises. In the event of any conflict between the Agreement and the Memorandum of Agreement, the Agreement shall control.

(h) If any action at law or in equity is brought to recover any rent or other sums under this Agreement, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Agreement, or for the recovery of the possession of the Premises, the prevailing party shall be entitled to recover from the other party as part of prevailing party's costs reasonable attorney fees, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.

(i) Lessee warrants that Lessee is a corporation authorized to do business in the State of California, and that all individuals executing this Agreement on behalf of that entity represent that they are authorized to execute and deliver this Agreement on behalf of that entity. Prior to the execution of this Agreement, Lessee shall deliver to Lessor evidence of that authority and evidence of due formation, all satisfactory to Lessor.

(j) Time is of the essence of and in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ATTEST WITNESS

LESSOR

ALBERT E. TREPTE AND CELESTE
TREPTE, CO-TRUSTEES OF THE
ALBERT E. TREPTE FAMILY TRUST
DATED DECEMBER 22, 1975, doing
business as KEARNY VILLA FOUR

By: TREPTE INVESTMENT
COMPANY, INC., a California
corporation
Its: Authorized Agent

By: _____

Paul C. Muzzy

Date: _____

Title: Vice-President-Operations

TAX ID# 563-20-2104

ATTEST WITNESS

LESSEE

NEXTEL COMMUNICATIONS, INC.

By: _____

Date: _____

Title: _____

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated July 8, 1994 by and between ALBERT E. TREPTE AND CELESTE A. TREPTE, CO-TRUSTEES OF THE ALBERT E. TREPTE FAMILY TRUST, DATED DECEMBER 22, 1975, as Lessor, and NEXTEL COMMUNICATIONS, INC., a Delaware Corporation, as Lessee.

The Land is described and/or depicted as follows:

That portion of Lot 2 of Mesa Industrial Tract Unit No. 1, in the City of San Diego, County of San Diego, State of California, according to map thereof No. 3533, filed in the office of the County Recorder of San Diego County, October 30, 1956, depicted as "Parcel 3" on attached Exhibit "A-1".

Jma

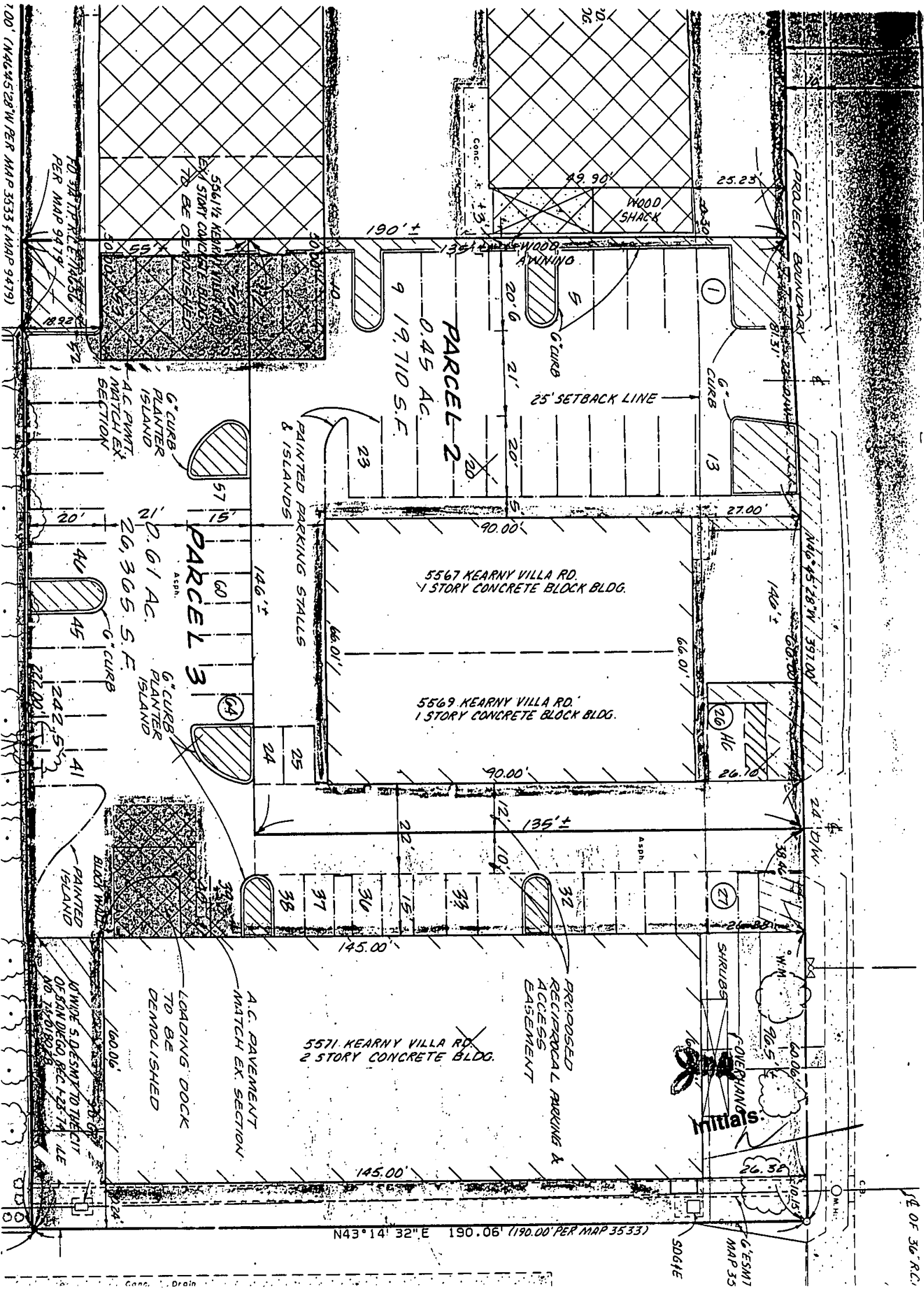
Initials:

per

EXHIBIT A-1

DESCRIPTION OF LAND

to the Agreement dated _____, 1994 by and between KEARNY VILLA FOUR, as Lessor, and NEXTEL COMMUNICATIONS, INC., a Delaware Corporation, as Lessee.



CONSENT TO LICENSE AGREEMENT

The City of San Diego (CITY), successor in interest to Albert E. Treppe and Celeste A. Treppe, co-trustees of the Albert E. Treppe Family Trust, as LESSOR under that certain Lease Agreement (Master Lease) entered into with Nextel Communications, Inc., a Delaware corporation, its successor in interest being SpectraSite Communications, Inc. (LESSEE), a Memorandum of Lease Agreement being on file in the Office of the San Diego County Recorder as Document No. 1995-0244473, consents to that certain Tower Attachment License Agreement (License) dated June 30, 2003, between LESSEE and Volonet Technologies, Inc., a Delaware corporation, dba Redwire Broadband (LICENSEE).

The License shall be subordinate to the Master Lease in all respects. CITY is merely approving LICENSEE and the proposed use, and all terms and conditions of the Master Lease shall control and supersede any inconsistent or contrary provisions in the License. CITY is not bound by any term or condition in the License which in any way conflicts with or is additional to the provisions of the Master Lease.

In addition, this consent is subject to the following conditions:

ASSIGNMENT AND SUBLEASING: LICENSEE shall not assign the License or sublet the licensed premises or any part thereof without the prior written consent of CITY. An assignment by operation of law shall automatically terminate the License.

HOLD HARMLESS: LICENSEE shall assume the defense of, indemnify and hold harmless CITY, its elected officials, officers, employees, agents, and representatives from all claims, expenses, and liability of every nature, directly or indirectly arising from, or alleged to have arisen from the operations conducted on the licensed premises, the condition of the licensed premises, or from any act or omission of LICENSEE, its agents and invitees; provided, however, LICENSEE'S duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of CITY, its agents, officers, or employees.

INSURANCE: LICENSEE shall be insured by an insurance carrier acceptable to CITY against loss from public liability arising from the use or condition of or operation conducted on the licensed premises. Minimum coverage shall be \$2 million combined single limit liability. A copy of the policy of insurance shall be filed with CITY and shall name "The City of San Diego," its elected officials, officers, employees, agents, and representatives as additional insureds. Said policy shall specify that the policy may not be terminated, altered, or canceled without 30 days prior written notice to CITY by the insurance company.

LEGAL PROCEEDINGS: Should it become necessary for CITY to commence legal proceedings against LICENSEE to collect rent, to recover possession or enforce any other provision of this consent, the prevailing party shall be entitled to an award of reasonable legal costs, including court and attorneys' fees.

RENT: LESSEE shall pay rent to CITY of fifty percent (50%) of all revenues actually received as a result of the License. The rent shall be paid to CITY monthly in advance along with LESSEE'S monthly rental payments under the Master Lease and be subject to audit by CITY.

PERMIT APPROVALS: This consent of CITY does not constitute the approval or permit required for a telecommunications installation, and CITY reserves all of its rights as the permitting authority to review, accept, or reject the project as a telecommunications installation.

TERM: Notwithstanding the longer term stated in the License, LESSEE and LICENSEE acknowledge that the term of the License shall be limited to that in the Master Lease.

TAXES: LESSEE and LICENSEE acknowledge that the Master Lease and License may create a possessory interest subject to property taxation and that LESSEE and LICENSEE may be subject to the payment of property taxes levied on such interest. Such tax payment shall not reduce any rent paid CITY under the Master Lease and License. LESSEE and LICENSEE shall pay any tax or assessment before it becomes delinquent.

This consent shall be effective upon execution by the City Manager or his designee.

THE CITY OF SAN DIEGO

Date 9/29/03

By Carol A. Chiado
Real Estate Assets Department

Title Deputy Director

SPECTRASITE COMMUNICATIONS, INC.,
successor in interest to NEXTEL
COMMUNICATIONS, INC.

Date 9/16/003

By [Signature]
DANIEL E. REBEOR
Director, Real Estate Operations
A Duly Authorized Individual

VOLONET TECHNOLOGIES, INC., dba
REDWIRE BROADBAND

Date 9/17/2003

By [Signature]
Title CEO

APPROVED AS TO FORM AND LEGALITY
CASEY GWINN, City Attorney

Date 9/30/03

By *Elson A. Cusato*
Deputy City Attorney

I:\WPO\2003\CRAWFORD\CONSENT TO LICENSE AGREEMENT-NEXTEL COMMUNICATIONS.doc

EXHIBIT C

MEMORANDUM OF AGREEMENT

Page 1 of 2

This Memorandum of Agreement is entered into on this day of _____, 1994, by and between ALBERT E. TREPTE AND CELESTE A. TREPTE, CO-TRUSTEES OF THE ALBERT E. TREPTE FAMILY TRUST, DATED DECEMBER 22, 1975 D/B/A KEARNY VILLA FOUR with an office at 8775 Aero Drive, Ste. 235, San Diego, CA 92123, Attn: Paul Muzzy (hereinafter referred to as "Lessor") and NEXTEL COMMUNICATIONS, INC., a Delaware Corporation,, with an office at 3675 Mt. Diablo Blvd, Ste. 230, San Diego, CA 92123 (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a _____ ("Agreement") on the _____ day of _____, 199____, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The term of the Agreement is for five (5) years commencing on _____, 199____ and ending on _____, with _____ (____) successive five (5) year options to renew.
3. The land which is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the land being leased to Lessee (the "Premises") is described in Exhibit B annexed hereto.

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

LESSOR:

LESSEE:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____


Initials: _____

EXHIBIT C

MEMORANDUM OF AGREEMENT

Page 2 of 2

STATE OF _____

COUNTY OF _____

On _____, before me, _____,
_____, Notary Public, personally appeared _____,
personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person whose name is
subscribed to the within instrument and acknowledged to me
that he executed the same in his authorized capacity, and
that by his signature on the instrument, the person, or the
entity upon behalf of which the person acted, executed the
instrument.

WITNESS my hand and official seal.

(SEAL)

Notary Public

My commission expires: _____

STATE OF _____

COUNTY OF _____

On _____, before me, _____,
_____, Notary Public, personally appeared _____,
personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person whose name is
subscribed to the within instrument and acknowledged to me
that he executed the same in his authorized capacity, and
that by his signature on the instrument, the person, or the
entity upon behalf of which the person acted, executed the
instrument.

WITNESS my hand and official seal.

(SEAL)

Notary Public

My commission expires: _____

Jma

Initials:

2

EXHIBIT D

INSURANCE CERTIFICATE

ACORD 25-S (7/90)

ACORD. CERTIFICATE OF INSURANCE

CSR SA ISSUE DATE (MM/DD/YY)
NEXTE-1 May 5, 1994

PRODUCER

The Addis Group, Inc.
2 Radnor Corp. Center #230
Radnor PA 19087

215-971-1529

INSURED

NEXTEL Communications, Inc.
201 Route 17 North
Rutherford NJ 07070THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND
CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE
DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE
POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	Federal Insurance Co (Chubb)
COMPANY LETTER	B	
COMPANY LETTER	C	
COMPANY LETTER	D	
COMPANY LETTER	E	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD
INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY CLAIMS MADE ☒ OCCUR. OWNER'S & CONTRACTOR'S PROT.	35315485	12/05/93	12/05/94	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG. \$ 1,000,000 PERSONAL & ADV. INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 1,000,000 MED. EXPENSE (Any one person) \$ 10,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☒ GARAGE LIABILITY	73196243	12/05/93	12/05/94	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY ☒ UMBRELLA FORM OTHER THAN UMBRELLA FORM	79706203	12/05/93	12/05/94	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	(94) 71632724	12/05/93	12/05/94	☒ STATUTORY LIMITS EACH ACCIDENT \$ 1,000,000 DISEASE— POLICY LIMIT \$ 1,000,000 DISEASE— EACH EMPLOYEE \$ 1,000,000
A	OTHER Property Special Form	35315485	12/05/93	12/05/94	Blanket 75,000,000 Bldg/Cts

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Except Workers' Compensation, the Certificate Holder is listed as an additional insured and/or loss payee if required by lease or contract agreement. Initials: 

CERTIFICATE HOLDER

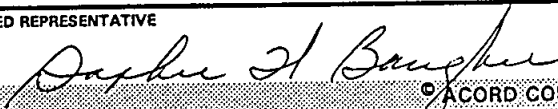
Kearny Villa Four
8775 Aero Drive, Ste. 235
San Diego, CA 92123
Attn: Paul Muzzy

QD-124H

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE
EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO
MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE
LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR
LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



CH-5124

ENCROACHMENT REMOVAL AGREEMENT

This ENCROACHMENT REMOVAL AGREEMENT ("Agreement") is entered into this 17th day of August, 1995 by and between NEXTEL COMMUNICATIONS, INC., a Delaware corporation ("Lessee") and ALBERT E. TREPTE AND CELESTE A. TREPTE, CO-TRUSTEES OF THE ALBERT E. TREPTE FAMILY TRUST DATED DECEMBER 22, 1975, d/b/a KEARNY VILLA FOUR ("Lessor").

RECITALS

A. Lessor is the owner of a parcel of land ("Land") in the City of San Diego, County of San Diego, State of California, more particularly described as that certain portion of Lot 2 of Mesa Industrial Tract Unit No. 1, according to map thereof No. 3533, filed in the office of the County Recorder of San Diego County, October 30, 1956, and depicted as "Parcel 3" on Exhibit "A-1" of the Lease (as defined below).

B. On July 8, 1994, Lessee and Lessor entered into that certain Standard Lease Agreement ("Lease") whereby Lessor leased to Lessee and Lessee leased from Lessor a certain portion of the Land measuring approximately eighteen (18) feet by forty (40) feet ("Premises") as depicted on Exhibit B of the Lease.

C. Lessee may use the Premises for the provision of mobile communications services, including without limitation, the transmission and the reception of radio communication signals on various frequencies, and for the construction, maintenance and operation by Lessee at Lessee's sole expense of necessary facilities, including but not limited to, an antenna tower or pole and foundation, antennas and an air conditioned equipment shelter as further described on Exhibit B of the Lease ("Lessee Facilities").

D. After completion of construction, the proposed telephone and power conduit for the Lessee Facilities will encroach ("Encroachment") upon the permanent easement and right of way for a storm drain or drains on the Land ("Easement") which is held by the City of San Diego ("City"). The Easement was recorded on January 23, 1974, as Instrument No. 74-018028 in the Official Records of San Diego County, California.

E. The City has requested that Lessor execute an Encroachment Removal Agreement ("Removal Agreement") in the form attached hereto as Exhibit A. The Removal Agreement requires Lessor to remove an encroachment upon the Easement and to take other actions in connection therewith after notice from the City, all as more particularly set forth on Exhibit A.

F. Lessor has requested that Lessee assume the responsibility to remove the Encroachment and to take other actions in connection therewith as more particularly set forth on Exhibit A.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Lessee shall assume full responsibility, at its sole cost and expense, to remove the Encroachment should Lessor receive notice from the City requesting same; provided, however, Lessee shall have no obligation to remove the Encroachment unless and until Lessee receives written notification from Lessor that the City has requested such removal. Lessor's written notification to Lessee shall be given as soon as practicable, but in no event later than five (5) days after Lessor receives notice from the City. Lessor's written notification to Lessee shall be accompanied by copies of all documentation, including but not limited to correspondence, which the City has sent to Lessor in connection with the City's request for removal.

2. Prior to removing the Encroachment as set forth in Paragraph 1 above, Lessee shall have the right to appeal and/or contest, in any appropriate administrative or judicial forum, the City's decision to require removal of the Encroachment. Upon the final determination of the issue, Lessee shall promptly comply therewith. Lessor agrees, at Lessee's sole cost and expense, to fully cooperate with Lessee in appealing and/or contesting the City's decision.

3. Lessee shall, at its sole cost and expense, take any other actions in connection with the removal of the Encroachment which are set forth on Exhibit A; provided, however, Lessee shall have no obligation to take such actions unless and until the City requests that Lessor take such actions.

4. Lessee shall exonerate, hold harmless, indemnify and defend Lessor from any and all claims, obligations, liabilities, costs, demands, expenses, suits or causes of action, including court costs and reasonable attorneys' fees, which may arise out of Lessee's delay or failure to fully perform its obligations under this Agreement.

5. Any notice given by either party hereunder shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the recipient party as set forth below:

LESSOR:

The Albert E. Treppe Family
Trust, Dated December 22, 1975
8775 Aero Drive, Ste. 235
San Diego, CA 92123
Attn: Paul Muzzy

LESSEE:

Nextel Communications, Inc.
c/o Smart SMR of California, Inc.
3675 Mt. Diablo Blvd., Ste. 330
Lafayette, CA 94549
Attn: Executive Vice President of New
Business Development

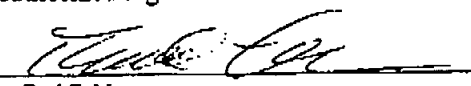
With a copy to:
Nextel Communications, Inc.
201 Route 17 North
Rutherford, NJ 07070
Attn: Contracts Manager

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LESSOR

ALBERT E. TREPPE AND CELESTE A.
TREPPE, CO-TRUSTEES OF THE ALBERT
E. TREPPE FAMILY TRUST DATED
DECEMBER 22, 1975,
d/b/a KEARNY VILLA FOUR

By: TREPPE INVESTMENT
COMPANY, INC., a California corporation
Its: Authorized Agent

By: 

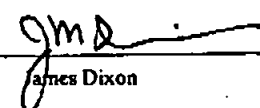
Paul C. Muzzy

Title: Vice President Operations

t:\leasing\newforms\sab\encroach.agr

LESSEE

NEXTEL COMMUNICATIONS, INC.,
a Delaware corporation

By: 

James Dixon

Title: Executive Vice President of New Business
Development

EXHIBIT A

ENCROACHMENT REMOVAL AGREEMENT

(Page 1 of 2)

City of San Diego Building Inspection Department
Encroachment Removal AgreementApplication No. 14177 Coordinate No. 244-1724

In accordance with the provisions of section 52.0302 of the San Diego Municipal Code, the undersigned, the owner of:

Lot 2, Mesa Industrial Unit No. 3533
Legal Description

in the City of San Diego, the County of San Diego, State of California consideration of the grant of permission by the City of San Diego to install and maintain:

conducts for tele and power
Improvements

for the use and benefit of owner's property, over, under and across:

a 10' City of San Diego drainage easement
Address

covenants and agrees with the City of San Diego, as follows:

San Diego Municipal Code Section 52.0302

- (a) The encroachment shall be installed and maintained in a safe and sanitary condition at the sole cost, risk and responsibility of the owner and successors in interest.
- (b) The property owner shall agree to at all times indemnify and save the City free and harmless from and pay in full, any and all claims, demands, losses, damages or expenses that the City may sustain or incur in any manner resulting from the construction, maintenance, state of use, repair or presence of the structure installed hereunder, including any loss, damage, or expense arising out of (1) loss of, or damage to property, and (2) injury to, or death of persons; excepting any loss damage or expense and claims for loss, damage or expense resulting in any manner from the negligent act or acts of the City, its contractors, officers, agents or employees.
- (c) The property owner must remove or relocate an encroachment within 30 days after notice by the Permit Issuing Authority or the Permit Issuing Authority may cause such work to be done, and the cost thereof shall be a lien upon said land.
- (d) For structure encroaching over or under the public right-of-way, the owner agrees to provide an alternate right-of-way or to relocate said City facility to a new alignment, all without cost or expense to the City, whenever it is determined by the Permit Issuing Authority that the City facility cannot be economically placed, replaced, or maintained due to the presence of the encroaching structure.
- (e) Whatever rights and obligations were acquired by the City with respects to the right-of-way shall remain and continue in full force and effect and shall in no way be affected by the City's grant of permission to construct and maintain the encroachment structure.
- (f) The property owner shall maintain a policy of liability insurance in an amount of \$ 1,000,000 the Permit Issuing Authority in order to protect the City from any potential claim which may arise from encroachments.

Plan File No. A103083-95Permit No. N/AAPN 369-040-14

For Encroachment details see attached exhibits:

A - prepared by Cal Vada Surveying
8-17-95Owner's Signature (1) Paul C. Muzzey DateOwner's Signature (2) Paul C. Muzzey Date

Approved by

[Signature]
Plan Review Specialist, Building Inspection Department

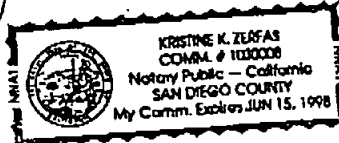
For Notary Use Only

State of California
County of San Diego
On 8-17-95 before me, Kristine K. Zarfes (here insert name and title of the officer) personally appeared, Paul C. Muzzey personally known to me, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to 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 the person(s) acted, executed the instrument.

Witness my hand and official seal.

Capacity Claimed by Signer(s)

- ☒ Individual(s) ☐ Partner(s) ☐ Attorney-in-Fact ☐ Trustee(s)
- ☐ Subscribing Witness ☐ Guardian/Conservator
- ☐ Corporate Officer(s) (Title): _____
- ☐ Other: _____



(Seal)

DOC # 1995-0379793
28-AUG-1995 02:25 PMOFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY SMITH, COUNTY RECORDER

RF:	6.00	FEES:	16.00
AF:	3.00		
PF:	1.00		
CF:	6.00		

For County Recorder Use Only

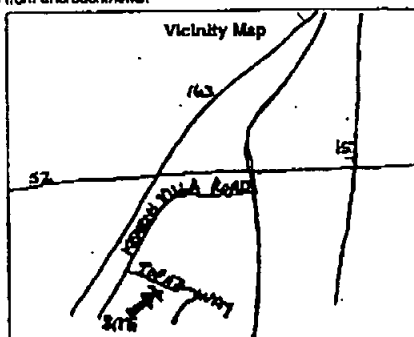
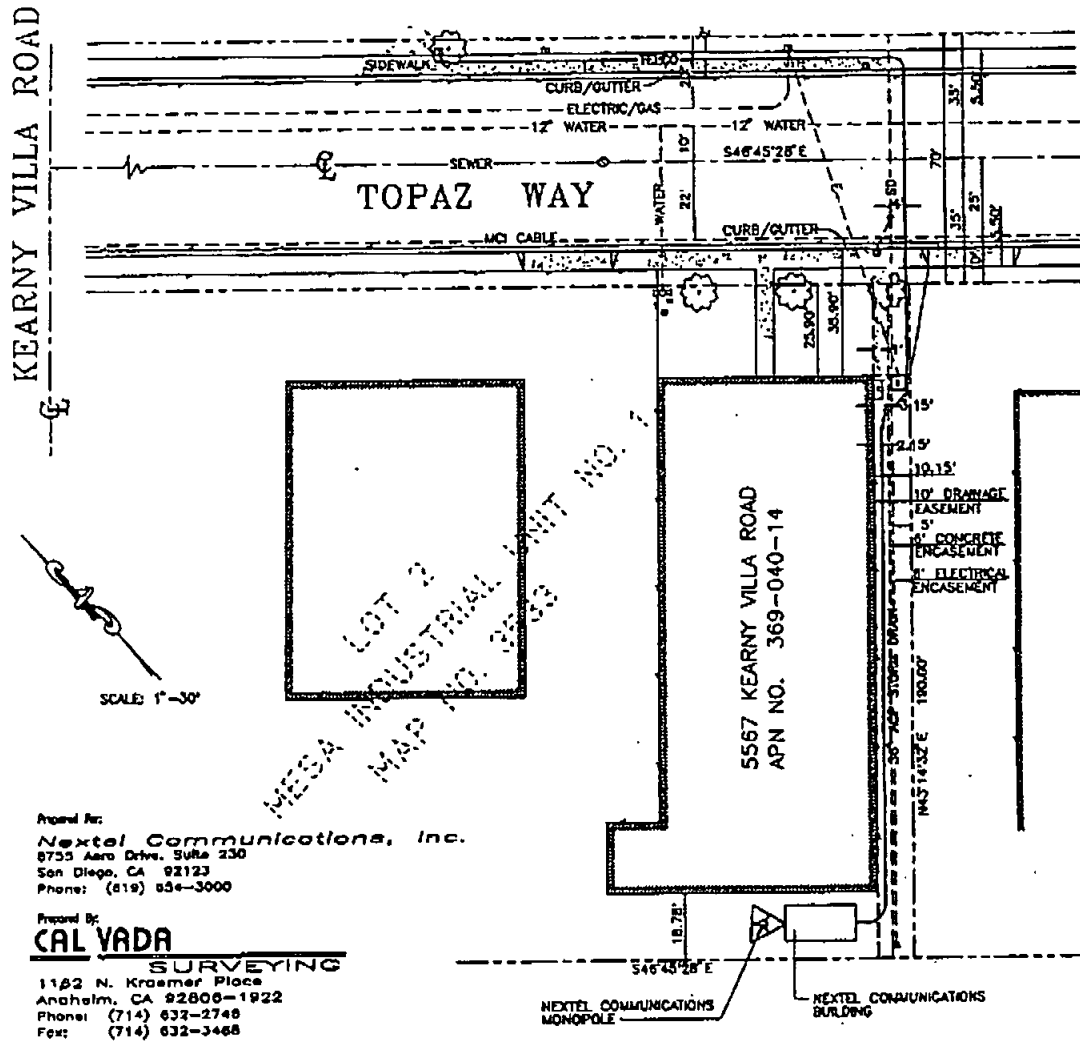


EXHIBIT A
ENCROACHMENT REMOVAL AGREEMENT
(Page 2 of 2)



RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Nextel Communications, Inc.
8755 Aero Dr., Ste. 310
San Diego, CA 92123
Attn.: Property Manager

1723

DOC # 1995-0244473
12-JUN-1995 08:53 AM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY SMITH, COUNTY RECORDER
RF: 8.00 FEES: 16.00
AF: 7.00 DC
MF: 1.00

MEMORANDUM OF AGREEMENT

Page 1 of 3

This Memorandum of Agreement is entered into on this 24 day of June, 1995, by and between ALBERT E. TREPTE AND CELESTE A. TREPTE, CO-TRUSTEES OF THE ALBERT E. TREPTE FAMILY TRUST, dated December 22, 1975, with an office at 8775 Aero Dr., Ste. 235, San Diego, CA 92123 (hereinafter referred to as "Lessor") and NEXTEL COMMUNICATIONS, INC., a Delaware corporation, with an office at 8755 Aero Dr., Ste. 310, San Diego, CA 92123 (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Standard Lease Agreement ("Agreement") on the 8th day of July, 1994, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The term of the Agreement is for five (5) years commencing on December 31, 1994 and ending on December 30, 1999, with three (3) successive five (5) year options to renew.
3. The Property which is the subject of the Agreement is described in Exhibit A annexed hereto. ~~The portion of~~

1724

MEMORANDUM OF AGREEMENT

Page 2 of 3

~~the Property being leased to Lessee (the~~ ^{initials} ~~is described in Exhibit B annexed hereto.~~

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

LESSOR:

ALBERT E. TREPTE AND CELESTE
TREPTE, CO-TRUSTEES OF THE
ALBERT E. TREPTE FAMILY TRUST
DATED DECEMBER 22, 1975

By: TREPTE INVESTMENT COMPANY INC.,
a California corporation

Its Authorized Agent

By: Paul C. Muzzy
Paul C. Muzzy
Title: Vice-President-Operations

TAX ID#: 563-20-2104

LESSEE:

NEXTEL COMMUNICATIONS, INC.,
a Delaware corporation

By: James M. J. [Signature]

Name: James M. J. [Signature]
Title: President-Operations

Date: 4/18/95

1725

MEMORANDUM OF AGREEMENT

Page 3 of 3

STATE OF California
 COUNTY OF San Diego

On 4-3-95, before me, Tricia A. Joerger
 Notary Public, personally appeared Paul C. Muzzy, personally known
 to me (or proved to me on the basis of satisfactory evidence) to be the
 person whose name is subscribed to the within instrument and
 acknowledged to me that he executed the same in his authorized capacity,
 and that by his signature on the instrument, the person, or the entity
 upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Tricia A. Joerger (SEAL)
 Notary Public
 My commission expires 9-18-98



STATE OF CALIFORNIA
 COUNTY OF Contra Costa

On 4/18/95, before me, K. Michelle Walker
 Notary Public, personally appeared James M. Dixon, personally known
 to me (or proved to me on the basis of satisfactory evidence) to be the
 person whose name is subscribed to the within instrument and
 acknowledged to me that he executed the same in his authorized capacity,
 and that by his signature on the instrument, the person, or the entity
 upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

K. Michelle Walker (SEAL)
 Notary Public
 My commission expires: 1/30/98



EXHIBIT A

1726

DESCRIPTION OF LAND

to the Agreement dated July 8, 1994 by and between ALBERT E. TREPTE AND CELESTE A. TREPTE, CO-TRUSTEES OF THE ALBERT E. TREPTE FAMILY TRUST, DATED DECEMBER 22, 1975, as Lessor, and NEXTEL COMMUNICATIONS, INC., a Delaware corporation, as Lessee.

The Land is described and/or depicted as follows:

That portion of Lot 2 of Mesa Industrial Tract Unit No. 1, in the City of San Diego, County of San Diego, State of California, according to map thereof No. 3533, filed in the office of the County Recorder of San Diego County, October 30, 1956