

RESOLUTION NO. 3639

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
APPROVING AND AUTHORIZING EXECUTION OF A COMMUNICATIONS
FACILITY SITE LEASE BETWEEN THE CITY AND METRO PCS FOR USE OF CITY
PROPERTY LOCATED AT SAN VICENTE ROAD AND MARKET STREET**

WHEREAS, on May 12, 2005, the Planning Commission adopted Resolution No 2005-04, approving Conditional Use Permit 2005-03, which allows Metro PCS to construct and operate a wireless telecommunications facility on the PG&E Transmission Tower located on City property at San Vicente Road and Market Street; and

WHEREAS, CUP 2005-03 Condition of Approval No 2 requires Metro PCS to obtain City Council approval of a lease for the use of the subject site; and

WHEREAS, Staff and Metro PCS have negotiated the terms of an appropriate lease with an annual base rent of \$9,000 00, attached hereto, and Staff is recommending that the Council approve the same.

NOW THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Soledad that the "Communications Facility Site Lease" between the City and Metro PCS, a copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein, is hereby approved and the City Manager is hereby authorized and directed to execute the same on behalf of the City of Soledad.

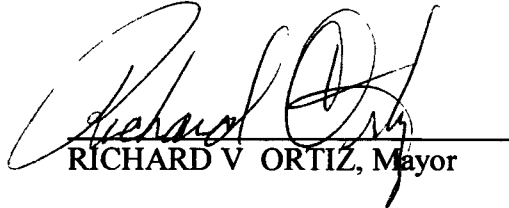
PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 6th of July 2005 by the following vote:

AYES, and in favor thereof, Councilmembers. Patricia Stephens, Mayor Pro
Tem Juan Saavedra, Mayor Richard Ortiz


NOES, Councilmembers. None

ABSTAIN, Councilmembers: None

ABSENT, Councilmembers. Christopher Bourke, Stefanie De La Rosa


RICHARD V. ORTIZ, Mayor

ATTEST


NOELIA F. CHAPA, City Clerk

COMMUNICATIONS FACILITY SITE LEASE

between

CITY OF SOLEDAD,

As Landlord,

And MetroPCS California/Florida, Inc. a Delaware Corporation

d/b/a MetroPCS

As Tenant

Exhibit "A"

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- EXHIBIT A. Legal Description of Landlord's Property
- EXHIBIT B Site Plan of Landlord's Property, showing the Leased Sites and Location of Tenant's Communications Facility
- EXHIBIT C. Elevation of Tenant's Communications Facility and Description of Equipment, Including Type and Number of Antennas
- EXHIBIT D. Landlord's Consent to Applications for Governmental Approvals
- EXHIBIT E. Form of Memorandum of Lease

CITY OF SOLEDAD

COMMUNICATIONS FACILITY SITE LEASE

This Communications Facility Site Lease (the "Lease") is entered into as of July 25th, 2005, between CITY OF SOLEDAD, a municipal corporation ("Landlord"), and MetroPCS California/Florida, Inc. a Delaware Corporation, d/b/a MetroPCS ("Tenant")

On the terms, provisions and conditions hereinafter set forth and in consideration of mutual covenants and obligations of parties hereunder, the parties agree as follows

1. PREMISES.

1.1 Landlord's Property. Landlord is the owner of that certain real property located in the City of Soledad, County of Monterey, State of California, at San Vicente Road and Market Street, having Assessor's Parcel Number 022-461-087, ("Landlord's Property") Landlord's Property is more particularly described in Exhibit A, attached hereto and made a part hereof. Tenant intends to install a wireless communications facility, including four antennas and associated equipment cabinets, on both an existing Pacific Gas and Electric ("PG&E") transmission tower located on said property and on the underlying property itself.

1.2 Lease of the Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord a portion of Landlord's Property which is approximately One Hundred Forty (140) square feet, more specifically described as a fourteen foot (14') by ten foot (10') parcel of land situated substantially as shown on Exhibit B, attached hereto and made a part hereof (the "Premises")

1.3 Access to the Premises.

1.3.1 Landlord shall provide Tenant ingress to and egress, seven (7) days a week, twenty-four (24) hours a day, from the Premises over, under or along a twenty foot (20') wide right-of-way extending to the nearest public right-of-way, _____ (as depicted on Exhibit B) or, if applicable, across rights-of-way owned by Landlord across adjoining parcels, to the extent the terms and conditions of such rights-of-way permit use thereof by parties other than Landlord. Such access shall be suitable for vehicles similar to vehicles used by Landlord for access. Such access shall be only for the purpose of erection, installation, maintenance, operation, replacement and removal of Tenant's Communications Facility (as hereafter defined) and other necessary appurtenances and for telephone lines and power lines used in connection with Tenant's Communications Facility

1.4 Utilities.

1.4.1 Tenant shall have the right to install utilities to serve the Premises, at Tenant's sole cost and expense, over, under or along a twenty foot (20') wide right-of-way extending to the nearest public right-of-way, _____ (as depicted on Exhibit B) or on existing easements held by Landlord, to the extent the terms and conditions of such

easements permit use thereof by parties other than Landlord, and to improve the present utilities on or near the Premises. Tenant shall also have the right of reasonable access, seven (7) days a week, twenty-four (24) hours a day, to such areas and utilities for purposes of installation, maintenance, use, repair and replacement thereof.

1 4.2 In the event it is not practicable, in Tenant's reasonable opinion or in the reasonable opinion of a utility company proposing to provide service to the Premises, to use the existing roads and traveled ways on Landlord's Property to provide utilities to serve the Premises, Landlord shall cooperate with Tenant to designate a route for utility lines to serve the Premises, which route shall comply with the requirements of the applicable utility company. The location of the route shall be designated by Landlord, in its reasonable discretion.

1 4.3 If requested by Tenant or the utility providing service to the Premises, and subject to Landlord's reasonable approval of the terms and conditions thereof, Landlord will grant Tenant a non-exclusive license, or such utility a non-exclusive easement, for the installation, use, maintenance, repair and replacement of the necessary utility lines (the "Utility Easement"). The Utility Easement shall be for the installation and maintenance (whether by Tenant or by Tenant's designated utility company) of necessary utilities from the point of connection with the utility company's distribution network to Tenant's Communications Facility located on the Premises. The Utility Easement shall be sufficiently wide to provide the applicable utilities to the Premises, but in no event wider than twenty (20) feet. Such easement shall provide that, at Landlord's option and upon written notice to the utility company given any time after termination or expiration of this Lease, the easement shall terminate, the utility shall remove all its equipment and facilities and the utility shall execute, acknowledge and deliver to Landlord such quitclaim deed or deeds as Landlord may reasonably require to clear title to Landlord's Property of the foregoing easement.

1 5 **Survey.** Landlord and Tenant hereby agree that the Premises and the Utility Easement may be surveyed by a licensed surveyor, at the sole cost of Tenant, and such survey, when approved in writing by Landlord and Tenant as an amendment to this Lease, shall then replace Exhibit B and shall control to describe the Premises and the Utility Easement.

2. **USE.**

2.1 **Communications Facility** Landlord hereby grants permission to Tenant to occupy the Premises to install, construct, maintain, remove, replace and operate, at Tenant's cost, a wireless communications facility on both the PG&E transmission tower already located on the Premises and on the Subject Premises itself. The right to construct and install equipment on the PG&E tower shall be established by separate agreement between Tenant and PG&E, and Tenant shall provide Landlord with proof of the same prior to being issued building permits pursuant to City of Soledad Conditional Use Permit 2005-03. In executing this Lease, Landlord makes no representations, guarantees or warranties concerning the use of the PG&E Tower, nor confers any right to the use thereof.

Subject to establishing the right to use the on-site PG&E Tower, Tenant may install, construct, maintain, remove, replace and operate on the Premises the equipment described and depicted on Exhibit C, (such equipment may include, but shall not be limited to, a transmission tower, transmitting and receiving equipment, building, generator, cables, wires,

antennas, microwave dishes and related equipment and accessories), which shall hereafter collectively be referred to as the "Communications Facility" Tenant warrants and represents that the Communications Facility will be installed, for its own use, or for use by a Permitted Transferee (as hereafter defined), and shall include the number of antenna, in the configuration and with the specifications set forth on Exhibit C. Such number, configuration and/or specifications may be changed only by an amendment to this Lease. Landlord's approval of an amendment to this Lease to change the number of antennas, the antenna configuration and/or the antenna specifications may be conditioned on changes to this Lease, which may include, but need not be limited to, reasonable requirements with respect to the Communications Facility and a reasonable increase in rent for the Premises. Notwithstanding the foregoing, Landlord's approval shall not be required and no amendment to this Lease should be required for any changes or replacements of equipment of a "like-kind" or a "substantially similar" nature.

2.2 Permits.

2.2.1 The parties agree that Tenant's ability to use the Premises is dependent upon Tenant obtaining all of the certificates, permits, licenses, and other approvals which may be required from governmental agencies or third parties

2.2.2 Concurrently with Landlord's approval pursuant to Section 7 hereof of Tenant's plans and specifications, (a) Landlord shall execute a consent to Tenant's application for permits to use the Premises for the Communications Facility, which consent shall be in the form of Exhibit D attached hereto Landlord shall cooperate with Tenant, at no expense to Landlord, in Tenant's effort to obtain such approvals and/or permits. Landlord shall execute such documents related to Landlord's Property, in connection with local governmental approvals for Tenant's Communications Facility, which Landlord may approve, in its reasonable discretion, provided that Landlord shall not incur or assume any costs, liabilities or obligations in connection with such applications for permits for the Communications Facility

2.2.3 Promptly after Landlord's approval of Tenant's plans and specifications, Tenant shall apply to the local governmental entity for the necessary permits to construct and operate its Communications Facility Tenant shall promptly give Landlord notice of any neighboring landowner or occupant or public body opposition to construction or operation of the Communications Facility of which it becomes aware. Prior to any public hearing on Tenant's application, Tenant shall provide Landlord copies of all staff recommendations to the public body relative to Tenant's application (Tenant shall only be required to provide copies of such public body staff recommendations which Tenant actually obtains during the permit approval process)

2.3 **No Warranty By Landlord.** Except as provided herein, Landlord makes no warranty as to the physical or legal condition of the Premises or its suitability for Tenant's proposed use. By commencing construction of its Communications Facility Tenant acknowledges that it has investigated the physical and legal conditions of the Premises and their suitability for Tenant's use and that Tenant has accepted the Premises in their "AS-IS" condition.

2.4 **Compliance with Laws.** Tenant shall construct, operate, maintain, repair and replace Tenant's Communications Facility and shall use the Premises, the portions of Landlord's Property designated for access and/or utilities and, if applicable, the Utility Easement, in compliance with (a) all applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities pertaining to use of the Premises for the Communications Facility or other purposes for which Tenant uses the Premises, with or without the consent of Landlord (collectively, "Laws"), including without limitation, (i) laws pertaining to the construction, maintenance and use of the antennas and other elements of the Communications Facility; (ii) all applicable federal, state and local laws, regulations and ordinances pertaining to air and water quality, Hazardous Materials (as hereinafter defined, and as more specifically provided in Section 18 hereof), waste disposal, microwave transmissions, radio wave transmissions, electromagnetic fields, air emissions and other environmental matters, (iii) all applicable zoning and other land use matters, and utility availability; and (b) with all covenants, conditions and restrictions applicable to the Premises, Landlord's Property and, if applicable, the Utility Easement (collectively, "Restrictions"), and (c) any direction of any public officer or officers, acting with appropriate jurisdiction and authority pursuant to law, which shall impose any duty upon Landlord or Tenant with respect to the use or occupation of the Premises and, if applicable, the Utility Easement (collectively, "Public Orders"), regardless of when any of the Laws, Restrictions or Public Orders become effective and regardless of whether the benefit of actions required to be taken or avoided by Tenant, or improvements to the Premises or the Communications Facility have a useful life which extends beyond the Initial Term of this Lease or any Extended Term. Notwithstanding the foregoing, Tenant shall not be required to undertake any activity or to make any repairs to Landlord's Property or the Premises pursuant to any Laws, Restrictions or Public Orders unless such repairs are required because of Tenant's construction, specific use, repair, maintenance or operation of the Communications Facility or to repair damage caused by Tenant, its agents, employees or contractors.

2.5 **Tenant's Representation and Warranty** For purposes of Landlord's compliance with the California Subdivision Map Act, Tenant represents and warrants that it is a telephone corporation as defined in Section 234 of the Public Utilities Code and as referenced in Government Code §66412(j).

3. **TERM AND EXTENSION OPTIONS.**

3.1 **Initial Term.** The term of this Lease shall be for five (5) years (the "Initial Term"), and shall commence with the issuance of a local building permit allowing Tenant to construct its mobile/wireless communications facility on the Premises, or six (6) months from the date on which this Lease has been fully executed by the parties, whichever is earlier (Commencement Date") and terminate at the end of the Initial Term unless sooner terminated as provided herein. If Tenant elects to take possession of the Premises prior to the Commencement Date, Tenant shall notify Landlord and, upon approval by Landlord of the date of such possession, the parties shall execute an amendment to this Lease specifying the new Commencement Date and the expiration date of the Lease.

3.2 **Entry Prior to the Commencement Date.** After execution of this Lease, but prior to the Commencement Date, Tenant may survey the Premises, conduct a structural soils test and a radio coverage test, and conduct any other investigations needed to determine if the surface and location of the Premises are suitable for Tenant's purposes and to prepare for construction of

the Communications Facility, provided that (a) the indemnification provisions of Section 10.1 shall apply; (b) before entering Landlord's Property or the Premises, Tenant shall provide the insurance certificate required in Section 14 of this Lease and evidence of workers' compensation insurance coverage for Tenant's employees, (c) Tenant shall notify Landlord at least forty-eight (48) hours prior to such entry for planning purposes and ten (10) days prior to such entry for any purpose for which a mechanic's lien can be claimed, so that Landlord may post a Notice of Non-Responsibility; (d) Tenant shall keep Landlord's Property free and clear of mechanics' and/or materialmen's liens, and (e) except for a structural soils test, Tenant shall not conduct any subsurface investigations of the Premises without the prior written consent of Landlord.

3.3 Extended Terms. Tenant is granted the options (individually, an "Extension Option" and collectively, the "Extension Options") to extend the Initial Term of this Lease for three (3) additional periods of five (5) years each, (each an "Extended Term") provided there is no uncured default or Event of Default by Tenant under this Lease at the time of Tenant's exercise of the Extension Option or at commencement of the Extended Term. If Tenant should decide to exercise an Extension Option, Tenant shall give written notice thereof to Landlord at least sixty (60) days before expiration of the then current term. The monthly rent for each Extended Term shall be determined as set forth in Section 5.3 below. The Extension Options granted herein are granted solely to Tenant for its own occupancy of the Premises, or for occupancy of the Premises by Permitted Transferees, and may not be used or exercised by any assignee, transferee or subtenant of Tenant other than a Permitted Transferee. In the event this Lease is terminated for any reason whatsoever, all Extension Options shall terminate concurrently with the Lease termination. Exercise of any and all Extension Options is also conditioned on proof of Tenant's right to continue to locate its Communications Facility on the PG&E Tower.

3.4 Holding Over. Should Tenant, with Landlord's consent, hold possession of the Premises or any portion thereof after the date upon which the Premises are to be surrendered, Tenant will become a tenant on a month-to-month basis upon all the terms, covenants and conditions of this Lease.

4. TERMINATION RIGHTS.

4.1 By Tenant.

4.1.1 Tenant shall have the right to terminate this Lease at anytime upon any of the following events: (a) if the approval of any agency, board, court, or other governmental authority necessary for division of Landlord's Property pursuant to this Lease, or for the construction and/or operation of the Communications Facility, is denied by the public agency authorized to issue such approval, or, if Tenant determines, in its reasonable discretion, the cost of obtaining such approval is commercially unfeasible; or, (b) a required permit or approval is issued, but subsequently revoked, canceled or not renewed, through no act, omission or fault of Tenant; or (c) if Tenant determines at any time that the Premises are not appropriate under Tenant's design or engineering specification for its Communications Facility or the communications system to which the Communications Facility belongs, (d) if the Communications Facility becomes technologically obsolete and the Site is not suitable for a then current communications facility, (e) Tenant's right to locate its Communications Facility on the PG&E Tower is terminated; or (f) upon default by Landlord in the performance of Landlord's obligations under this Lease and Landlord's failure to cure such default within thirty (30) days after notice from Tenant to Landlord specifying the default for which termination is declared,

provided, however, that such termination shall not occur if the specified default is cured by Landlord within such thirty (30) day period, or if a longer period is reasonably required to cure the specified default, if Landlord commences the cure within said thirty (30) day period and diligently prosecutes the cure to completion. Notwithstanding the foregoing, Tenant shall not have the right to terminate this Lease at any time that: (i) an uncured Event of Default exists, (ii) a default exists of which Landlord has given Tenant notice and which Tenant has failed to timely cure; or (iii) if a default or an Event of Default occurs between the date of giving a notice of termination and the effective date of such termination, such termination shall not occur until the default or Event of Default is cured.

4.1.2 Tenant will give Landlord thirty (30) days written notice of termination of this Lease under the terms of Section 4.1.1. Upon termination and payment of the termination fee pursuant to Section 4.1.3, neither party will owe any further obligation under the terms of this Lease except for (a) the indemnification obligations under Section 10 and Section 18, and (b) Tenant's responsibility, if any, pursuant to Section 4.4, for removing all of Tenant's Communications Facility and all other equipment from the Premises and any Utility Easement and restoring the Premises and any Utility Easement to their original condition, as near as practicable, save and except normal wear and tear and acts beyond Tenant's control.

4.1.3 In the event of a termination of this Lease by Tenant pursuant to this Section 4.1, Tenant shall pay a termination fee as follows:

4.1.3.1 If the termination is pursuant to clause (a) of Section 4.1.1, Tenant shall pay to Landlord a termination fee in the amount of the difference between six (6) months rent under this Lease and the amount of rent actually paid between the Commencement Date and the effective date of the termination.

4.1.3.2 If the termination is pursuant to clause (c) or (d) of Section 4.1.1, Tenant shall pay to Landlord a termination fee in the amount of six (6) months rent under this Lease, provided that the termination fee shall not be payable if such termination occurs during an Extension Term.

4.1.3.3 The termination fee under this Section 4.1.3 shall be payable on the effective date of the termination and the termination shall not occur if the termination fee is not paid.

4.2 **By Landlord.**

4.2.1 Landlord may, at any time after expiration of the first five year Extended Term, terminate this Lease upon nine (9) months written notice to Tenant if Landlord in good faith plans to install within one (1) year after the termination date, facilities which reasonably require use of the Premises or cause the use of Tenant's Communications Facility or equipment to interfere with Landlord's new facilities. Landlord will make good faith reasonable efforts to design and construct such additional facilities at a location and in a manner which permits the Communications Facility to continue on the Premises, and Landlord's termination rights in this Section 4.2.1 shall only apply if Landlord determines, in its sole discretion, that any such additional facilities directly conflict with, and cannot reasonably coexist with, Tenant's Communications Facility. Tenant agrees to cooperate with Landlord's efforts in making such a

determination by responding to Landlord's requests for information and otherwise engaging in communications with Landlord in a timely manner.

4.2.2 Landlord shall have the right to terminate this Lease at any time, upon thirty (30) days prior written notice to Tenant if Tenant's use of the Premises or the Communications Facility is not in compliance with the standards for emissions of electromagnetic fields ("EMFs") and radio frequency emissions ("RF Emissions") set forth by the Federal Communications Commission.

4.2.3 Landlord shall also have the right to terminate this Lease pursuant to Section 12, which pertains to Events of Default.

4.3 Relocation as an Alternative to Termination. As an alternative to termination by Landlord pursuant to Sections 4.2.1 (a) Landlord may require Tenant to relocate the Communications Facility subject to Tenant's approval of the new, relocated site; or (b) Tenant may require Landlord to permit Tenant to relocate the Communications Facility to a new site on Landlord's Property which eliminates the issues which gave Landlord the right to terminate this Lease. Any such relocation shall be at Tenant's cost. Landlord and Tenant shall cooperate to attempt to establish such a site on Landlord's Property. If such a site is agreed upon by Landlord and Tenant, Tenant shall have the right to install a mobile communications facility on Landlord's Property during the course of relocation work, subject to the approval of Landlord of the size of the mobile communications facility and its location, which approval shall not be unreasonably withheld, conditioned or delayed.

4.4 Tenant's Obligations at Termination.

4.4.1 Except as otherwise required by Landlord pursuant to Section 4.5, Tenant shall remove the Communications Facility from the Premises within ninety (90) days of the expiration or termination of the Lease and shall restore the Premises substantially to their condition prior to the installation of the Communications Facility, reasonable wear and tear and casualty excepted.

4.4.2 Upon the written request of Landlord made: (a) prior to the expiration of the Lease; (b) concurrently with termination of the Lease by Landlord, or (c) prior to the termination of the Lease in the event of termination by Tenant, within ninety (90) days after such expiration or earlier termination, Tenant shall remove or cause to be removed from Landlord's Property and/or from the Utility Easement, as applicable, all utility company and other equipment and facilities serving Tenant. If Landlord does not request removal of such utility equipment and facilities, all such equipment and facilities which do not belong to a utility company shall become the property of Landlord at termination of this Lease.

4.4.3 Upon request of Landlord, Tenant shall execute, acknowledge and deliver to Landlord a quitclaim deed or deeds by Tenant, and Tenant shall use commercially reasonable efforts to cause each utility company serving the Premises to execute such quitclaim deed(s), to clear title to Landlord's Property of the Utility Easement and all rights under this Lease to install, use, maintain and replace utility lines on Landlord's Property. Tenant shall surrender the Premises to Landlord in a safe and clean condition, and upon request of Landlord, shall restore Landlord's Property, including without limitation the Premises and any portion of

Landlord's Property encumbered by the Utility Easement, substantially to its condition prior to the installation of utility equipment and facilities by Tenant reasonable wear and tear accepted.

4.5 **Landlord's Right to Acquire Equipment Shelter and Conduits.** Upon expiration or earlier termination of this Lease, at Landlord's option to be exercised at any time on or before the earlier of (a) sixty (60) days prior to the expiration or termination date, or (b) the date the termination notice is given, if less than thirty (30) days termination notice is required, any buildings and conduits on the Premises at the time the termination notice was given (but not including any communications or related equipment or utility cables installed or placed thereon by Tenant) shall remain on the Premises and become the property of Landlord, effective on the date of termination. If Landlord requires such buildings and/or conduits to remain on the Premises, and provided such buildings and/or conduits were constructed and maintained in compliance with all applicable laws, Landlord shall accept such items in their "AS-IS" condition and upon such termination or expiration of this Lease, Tenant shall be relieved from all liability with respect to such buildings and/or conduits. Subject to the foregoing, Landlord shall compensate Tenant for the Costs of such improvements remaining on the Premises, less any reimbursement received by Tenant pursuant to Section 11.3.2, provided that after the Initial Term, the Costs to be paid by Landlord shall be depreciated over a ten (10) year term.

5. RENT

5.1 **Base Rent.** Tenant agrees to pay Landlord, at the address designated in or pursuant to Section 19, as rent for the Premises ("Base Rent"), commencing within thirty (30) days of the Commencement Date, the annual sum of Nine thousand, Dollars (\$9,000 00) payable in equal monthly installments of Seven hundred and fifty dollars (\$750 00) per month, in advance on or before the first day of each and every calendar month during the Initial Term.

5.2 **Base Rent Adjustment.** The Base Rent shall be adjusted annually, on and commencing with the first anniversary date (twelve (12) months after the Commencement Date) and thereafter on each anniversary date of the Commencement Date (each of which is hereafter referred to as an "Adjustment Date") during the Initial Term and each Extended Term by Three Percent (3%)

5.3 Extended Term Rent.

5.3.1 Commencing with the first day of the first year of each Extended Term, Tenant agrees to pay to Landlord as Base Rent the monthly rent which was payable by Tenant for the last month of the immediately preceding year, increased by Three Percent (3%) Thereafter, the Base Rent shall be adjusted annually pursuant to Section 5.2 of this Lease.

5.4 **Prorated Rent.** Rent for any period during the term hereof which is less than one (1) month shall be prorated based on a thirty (30) day month.

6. UTILITIES.

6.1 **Utility Service and Improvements.** Tenant shall, at its expense, obtain from the utility company that provides electric service to Landlord's Property the electrical service and

construct the utility improvements necessary to serve the Communications Facility. Such service and improvements shall include the installation of a separate meter and main breaker and may include a standby power generator for Tenant's exclusive use. As provided in Section 1.4, Tenant shall have the right to bring utilities across Landlord's Property in order to service the Premises.

6.2 Utility Charges. Tenant shall be solely responsible for and promptly pay all charges for gas, electricity, telephone service, or any other utility used or consumed by Tenant on the Premises. If permitted by the utility providing the service, Tenant shall have a current meter installed at the Premises, and the cost of such meter and of installation, maintenance, and repair thereof shall be paid for by the Tenant.

7. APPROVAL OF TENANT'S PLANS; CONSTRUCTION PROCEDURES AND OBLIGATIONS.

7.1 Approval Procedure. Prior to applying to local governmental agencies for permits to install, construct or operate the Communications Facility, Tenant shall obtain Landlord's approval of Tenant's plans and specifications for the construction and/or installation of the Communications Facility and all utility improvements ("Tenant's Work"), which approval shall not be unreasonably withheld, conditioned or delayed. The plans and specifications shall include, without limitation, a site plan and elevation of the Communications Facility and all other improvements, a proposed construction schedule and all drawings and details to be submitted to the local governmental agencies in connection with the issuance of the permits for the Communications Facility. Landlord shall give such approval or provide its request for changes within ten (10) business days of receipt of Tenant's plans and specifications. If Landlord does not provide such approval or request for changes within such ten (10) business day period, it shall be deemed to have approved the plans and specifications. Landlord's approval of Tenant's plans shall be an approval of the location, configuration and appearance thereof and shall not imply any review or approval thereof for compliance with applicable laws, regulations or permits, the terms and conditions of any co-location agreement with PG&E, or any confirmation that the plans or improvements constructed pursuant thereto are or will be structurally sound or suitable for Tenant's uses.

7.2 Construction Obligations. Tenant shall perform all construction and installation work for the Communications Facility, or cause it to be performed, (a) at Tenant's sole cost and expense, (b) in a good and workmanlike manner, in accordance with Tenant's specifications set forth in Exhibit C and Tenant's plans and specifications approved by Landlord pursuant to this Section 7, (c) in compliance with all governmental permits and requirements and, (d) in compliance with all terms and conditions of any location agreement with PG&E. Tenant shall give Landlord at least ten (10) days written notice prior to commencement of construction activities and at least five (5) days written notice prior to recommencement of construction activities after any work stoppage. Tenant shall conduct all construction activities in a manner likely to cause the least reasonable disruption or inconvenience to Landlord and the owners and occupants of property adjacent to Landlord's Property. Tenant shall not cause or permit any disruption of utility service to Landlord's Property or any adjacent property or any impairment of access to such properties without at least forty-eight (48) hours prior written notice to Landlord and/or the owner or occupant of such adjacent property, as applicable.

Upon completion of construction and installation of the Communications Facility, Tenant shall promptly provide Landlord a set of "as-built" plans

7.3 **Workers Compensation Insurance.** Prior to commencing construction, Tenant shall deliver to Landlord customary evidence of workers' compensation insurance coverage for the employees of Tenant and Tenant's agents, contractors, and/or suppliers.

7.4 **Mechanic's Liens.** Tenant shall keep the Premises free and clear of all mechanic's or materialman's liens resulting from construction done by or for Tenant.

8. **PROPERTY TAXES.**

8.1 **Tenant's Obligations.** Landlord is a municipal corporation, and therefore is not subject to real property taxes. However, Tenant is advised that under Revenue and Taxation Code Section 107.6, a possessory interest subject to real property taxation may be created by this Lease. Tenant hereby agrees that if such possessory interest is created and such interest is subject to real property taxation, Tenant shall be responsible for the payment of said real property taxes levied on any such interest. In the event that Landlord receives a notice, assessment or billing related to real estate taxes for which Tenant is responsible under this Lease, Landlord shall provide to Tenant a copy of any such notice, assessment or billing within ten (10) days of receipt of the same by Landlord.

Tenant 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 Tenant is wholly or partly responsible for payment under this Lease. Landlord shall reasonably cooperate with Tenant 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, as long as such efforts do not result in any cost to Landlord.

9. **REPAIRS, MAINTENANCE AND OPERATION.**

9.1 **Tenant's Obligations.** Tenant shall maintain and operate the Premises and construct, maintain and operate Tenant's Communications Facility, (a) in such a manner as to not interfere with Landlord's use of Landlord's Property; (b) in a manner which will not cause a disturbance or nuisance to the neighbors of Landlord's Property; (c) in compliance with all Laws and all requirements imposed by the insurers who provide the insurance required to be maintained by this Lease; and (d) at all times in good condition and repair and in a neat, clean and safe condition. Tenant shall repair all damage to Landlord's Property and all property subject to any Utility Easement caused by (i) Tenant's construction activities, (ii) Tenant's use of the Premises or any Utility Easement by Tenant, its agents, contractors, employees, or invitees, or (iii) the negligence or willful misconduct of Tenant, its agents, contractors, employees or invitees.

9.2 **Landlord's Obligations.** Landlord shall promptly repair all damage to the Premises caused by the negligence or willful misconduct of Landlord, its agents, contractors and employees. Tenant acknowledges that Landlord shall have no obligation or liability on account of any damage to Tenant's Communications Facility resulting from vandalism, adverse weather conditions or events not directly controlled by Landlord.

10. LIABILITY AND INDEMNITY

10.1 Tenant's Obligations.

10.1.1 Tenant agrees to indemnify Landlord against and hold Landlord, its elected and appointed officials, employees and agents harmless from all claims, demands, causes of action, damages, losses and liabilities (including reasonable attorneys' fees and costs and expenses of defending against such claims) for injury to or death of any person or from loss of use of or damage to property (collectively, "claim") to the extent arising from (a) any act or omission of Tenant, its agents, employees or contractors occurring during the term of this Lease in or about the Premises, (b) any negligence or willful misconduct of Tenant, its agents, employees or contractors, on or about Landlord's Property, and (c) any act or omission of Tenant in connection with any obligation of Tenant performed, or not performed, in connection with any agreement with PG&E, any license or governmental permit issued to Tenant in connection with the Premises or Tenant's Communications Facility. The foregoing indemnification includes, but is not limited to, any loss or damage resulting from work done on the Premises and/or Landlord's Property by Tenant, excluding any injury to the extent it is caused by Landlord's negligence or willful misconduct.

10.1.2 Tenant agrees to use and occupy the Premises, any portion of Landlord's Property used for access, and any Utility Easement at Tenant's own risk and hereby waives any claim against Landlord, its agents, employees and contractors, for any damage or injury brought by Tenant to the full extent permitted by law, including, without limitation, Claims resulting from any natural causes, such as, but not limited to, earthquake, fire or flood, but excepting claims to the extent they are caused by the negligence or willful misconduct of Landlord.

10.2 **Landlord's Obligations.** Landlord agrees to indemnify Tenant against and hold Tenant harmless from all Claims arising from (a) any act or omission of Landlord, its elected and appointed officials, employees and agents occurring during the term of this Lease in or about the Premises, and (b) any negligence or willful misconduct of Landlord, its agents, employees or contractors, on or about Landlord's Property. The foregoing indemnification includes, but is not limited to, any loss or damage resulting from work done on the Premises and/or Landlord's Property by Landlord, excluding any injury to the extent they are caused by the negligence or willful misconduct of Tenant, its agents, employees, contractors, occurring during the term of this Lease.

10.3 **Survival of Indemnifications.** The foregoing indemnifications shall survive expiration or termination of this Lease for a period of two (2) years after such expiration or termination.

10.4 **Consequential Damages.** Notwithstanding the foregoing provisions of this Section 10.4, whether the cause of any damages, loss or liability is insurable, insured or not insured, foreseen or unforeseen, in no event shall either Party be responsible or liable to the other Party for anticipatory profits or any indirect, special, incidental or consequential damages of any kind or nature arising directly or indirectly in connection with the construction, use or operation of the Premises or the exercise of any rights related thereto, whether based on an action or claim in contract or tort, including negligence, strict liability or otherwise.

11. COLLOCATION OF COMMUNICATIONS FACILITIES.

11.1 Landlord's Rights and Obligations.

11.1.1 Tenant acknowledges that Landlord shall have the right, subject to the provisions of Section 11.3, to lease other communication facilities sites on Landlord's Property and that the tenant(s) under such lease(s) may be competitors of Tenant.

11.1.2 During the term of this Lease, Landlord will not grant a lease for a communications facility site to any party if the use permitted under such lease will adversely affect or interfere with, or impair or interrupt (collectively, "Interfere" or cause "Interference" with) the operation of Tenant's Communications Facility. The determination of whether a proposed lease interferes with Tenant's Communications Facility shall be made in accordance with Section 11.2.2, below. The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this section, and therefore, Tenant shall have the right to equitable remedies for said Interference, such as, without limitation, injunctive relief and specific performance. Tenant also shall have the right to treat non-compliance with the provisions of this section as a default allowing Tenant to exercise its right to terminate this Lease pursuant to Section 4.1.1(f). Tenant acknowledges that the communications leases between Landlord and the current occupants of Landlord's Property contain provisions similar to the foregoing. Tenant assumes the responsibility of obtaining acknowledgment by such occupants that Tenant's proposed Communications Facility will not interfere with the communications facilities of other occupants. Landlord shall not be obligated to review or approve Tenant's plans and specifications for the Communications Facility until Tenant has provided written confirmation, signed by duly authorized representatives of each of such occupants, that Tenant's proposed Communications Facility will not Interfere with the communications facilities of such other occupants. Landlord shall use commercially reasonable efforts to include a provision substantially similar to the preceding sentence in every telecommunications antenna site lease on Landlord's Property entered into after the date of this Lease.

11.1.3 During the term of this Lease, except to the extent reasonably required for the performance of Landlord's function as a municipal corporation, Landlord will not install any facilities that will Interfere with the operation of Tenant's Communication Facility.

11.2 Tenant's Rights and Obligations.

11.2.1 Tenant shall operate its Communications Facility in a manner that will not Interfere with the communications facilities of other lessees or licensees of the Landlord's Property, or a portion thereof, for communications facilities, provided that other lessees', tenants', or licensees' installations predate Tenant's Communications Facility. Tenant may modify its communications Facility, except that Tenant shall not modify its Communications Facility in a manner which Interferes with communications facilities installed by other lessees or licensees of Landlord's Property whose facilities were installed subsequent to the installation of Tenant's Communications Facility and whose communications facilities were approved by Tenant pursuant to Section 11.2.2. Landlord shall not be obligated to review or approve Tenant's plans and specifications for modifications or alterations to the Communications Facility until Tenant has provided written confirmation, signed by duly authorized representatives of each of such occupants, that Tenant's

proposed modifications and/or alterations to the Communications Facility will not Interfere with the communications facilities of such other occupants.

11.2.2 In the event Landlord requests in writing that Tenant acknowledge that a proposed antenna site lease will not Interfere with operation of Tenant's Communications Facility, Tenant shall give such acknowledgment, or give Landlord written notice of its belief that such lease will Interfere with Tenant's Communications facility, including the reasons for such interference, within thirty (30) days after Landlord's request. During the thirty (30) day period after Landlord's request, Landlord shall provide Tenant such information in Landlord's possession about the proposed site and the use thereof as Tenant may request and Tenant may, at its cost, obtain from the prospective tenant or through its own investigation any additional information which Tenant may require to respond to Landlord's request (including without limitation, pre-operation transmit test results from the proposed tenant, if such tenant is willing to make them available to Tenant, and information from public bodies and other third parties) Tenant's written acknowledgment or failure to respond shall be conclusive evidence of no Interference with Tenant's Communications facility. If Tenant gives notice that it believes that the new tenant's operations will Interfere with Tenant's operations, the foregoing approval process may be extended or reinstated to permit the proposed tenant to modify its equipment and/or procedures to avoid such Interference. Notwithstanding the foregoing, no new tenant's equipment or facilities shall be deemed, or determined by Tenant, to Interfere with Tenant's equipment or facilities on the basis of any matter in which such new tenant's equipment and facilities comply with all FCC or Commission requirements for Co-location. The foregoing shall not preclude Tenant from reasonably determining that such new tenant's equipment or facilities Interferes with Tenant's Communications Facility because of the location or aim of such equipment or for other reasons not subject to FCC or Commission standards.

11.2.3 In the event Tenant's telecommunications signals are partially or totally blocked by buildings or other structures in the path of Tenant's telecommunications signal, which buildings or other structures were installed outside of Landlord's Property after the installation of Tenant's Communications Facility, Tenant agrees to make a reasonable effort to alter its antennas, with Landlord's approval (which such approval shall not be unreasonably withheld, conditioned or delayed), to correct the situation. If no commercially feasible alternative exists, Tenant shall have the right to terminate this Lease without payment of any termination fee.

11.3 Additional Antenna Installations on Tenant's Monopole or Tower.

11.3.1 Subject to the provisions of Section 11.2, if Tenant's Communications Facility includes a monopole or tower with capacity for additional antennas, subject to PG&E approval, Tenant may permit other antenna site users to locate their antennas on Tenant's monopole or antenna tower ("Collocation") Tenant acknowledges that Landlord shall have the right to charge rent to such additional tenants a) for use of portions of Landlord's Property other than the Premises, and b) for use of the Premises if Tenant permits such additional tenants to either (i) share Tenant's equipment shelter or (ii) install such additional tenants' equipment shelters on the Premises. If Tenant subleases space for an equipment shelter on the Premises or shares its equipment shelter, the rent charged by Landlord shall be equivalent to the rent Landlord would then charge for separate premises on Landlord's Property. Such subleasing shall be subject to the provisions of Section 17, except that Section 17.3.4.1 shall not apply.

11.3.3 Landlord shall not be a party to the reimbursement transaction, which shall be between Tenant and the new tenant and Landlord shall have no responsibility for payments by the subsequent tenant(s) of amounts due to Tenant, if any

12. DEFAULT.

12.1 **Events of Default.** The occurrence of any of the following shall constitute an Event of Default:

12.1.1 Any failure by Tenant to pay any installment of Base Rent, or any other charge or sum of money due to Landlord, or to be paid by Tenant under this Lease, within five (5) days after receipt of written notice from Landlord that such amount is overdue.

12.1.2 A failure by Tenant to observe and perform any other term, covenant, agreement or obligation of Tenant under this Lease (other than abandonment or the non-payment of money) which failure is not cured within a period of thirty (30) days after written notice from Landlord specifying such default, (which cure shall include compensation for any damages suffered and costs incurred by Landlord, including reasonable attorneys' fees and costs, due to such default and prior to such cure), unless such default cannot be cured within said thirty (30) days, in which case Tenant shall commence to cure said default within said thirty (30) days and shall cure the same with all reasonable dispatch, provided however, that in the event such default shall, in the sole good faith judgment of Landlord, subject the Premises or the remainder of Landlord's Property to the risk of imminent material physical damage, or subject the Landlord to the risk of civil or criminal penalties or damages, Landlord may at its option, and upon written notice to Tenant, cure or correct such default in addition to any other remedies available to Landlord,

12.1.3 The abandonment or vacation of the Premises by Tenant for a continuous period exceeding thirty (30) days, provided, however, that it shall not be deemed an event of default if any such abandonment or vacation of the Premises by Tenant is caused by (i) maintenance/repair of the Communication Facility (in which case Tenant shall provide notice of the same to Landlord and Landlord shall approve the length of the involved maintenance/repair period), (ii) a requirement imposed by a governmental or regulatory agency (in which case Tenant shall provide notice of the same to Landlord), or (iii) conditions beyond Tenant's control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any of the Property or the Premises.

12.1.4 The making by Tenant of any general assignment or general arrangement for the benefit of creditors, the filing by or against Tenant of a petition for liquidation, reorganization or arrangement under any law relating to bankruptcy or insolvency (unless, in the case of a petition filed against Tenant, the same is dismissed within thirty (30) days), the appointment of a trustee or receiver to take possession of all or substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days, the attachment, execution or other judicial seizure of all or substantially all of Tenant's assets located in or upon the Premises or of Tenant's interest in this Lease, where such seizure is not vacated or discharged within ten (10) days, or if Tenant is generally not paying its debts as they become due. In no event shall this Lease be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise, and in no event shall this Lease or

any rights or privileges hereunder be an asset of Tenant under any bankruptcy, insolvency, reorganization or other debtor relief proceedings. Provided, however, that if any provisions of this section are stayed or are otherwise unenforceable under applicable bankruptcy law, this Lease shall be deemed to expire sixty (60) days following the date of order for relief in such bankruptcy, unless within such period (or such longer period ordered by the court within such period) the trustee of Tenant assumes this Lease and satisfies all of the requirements of Sections 365(b)(1) of the Bankruptcy Code of 1978, as amended, or the comparable provisions of any successor statute, as to the provision of adequate protection and assurance as to future performance by such trustee. In no event shall any such trustee further assign this lease without complying with Section 365(f) of the Bankruptcy Code as well as all of the provisions of this Lease applicable to assignments by Tenant.

12.2 Landlord's Remedies. Upon the occurrence of an Event of Default, Landlord shall have, in addition to any other remedies available at law, without further notice to Tenant, and without barring later election of any other remedy, any one or more of the remedies hereafter specified, at Landlord's election:

12.2.1 Termination of the Right to Possession and Rights Upon Termination. Landlord shall have the right to give Tenant three (3) days' notice of termination of this Lease and Tenant's right to possession of the Premises and, at the expiration of said three (3) day period, the Term shall expire as fully and completely as if that day were the day specified in this Lease for the expiration of the Term and Tenant shall vacate and deliver possession of the Premises to Landlord, but Tenant shall remain liable as hereafter provided. If Tenant fails to so vacate and deliver the Premises, Landlord shall have the right, acting subject to applicable law, without notice, to re-enter the Premises and dispossess Tenant and the legal representatives of Tenant and all other occupants of the Premises by unlawful detainer or other summary proceedings, or otherwise, and remove all portions of Tenant's Communications Facility located on the Premises, and utility equipment and facilities and regain possession of the Premises (but Landlord shall not be obligated to effect such removal) and Tenant hereby waives service of notice of intention to re-enter or to institute legal proceedings to that end.

In the event of termination of this Lease or termination of Tenant's right to possession (as a result of an Event of Default), Landlord shall have:

12.2.1.1 The rights and remedies provided by California Civil Code Section 1951.2 to recover from Tenant upon termination of the Lease:

- (a) the worth at the time of award of the unpaid Base Rent and other charges which had been earned at the time of termination,
- (b) the worth at the time of award of the amount by which the unpaid Base Rent and other charges which would have been earned after termination until the time of award exceed the amount of such rental loss that Tenant proves could have been reasonably avoided,
- (c) subject to Subdivision (c) of California Civil Code Section 1951.2, the worth at the time of award of the amount by which the unpaid Base Rent and other charges for the balance of the Term after the time of award exceeds the amount of Base Rent loss that Tenant proves could be reasonably avoided, and
- (d) any other amount necessary to

compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result there from.

The "worth" at the time of award of the amounts referred to in clauses (a) and (b) of this Section 12.2.1 shall be computed by allowing interest at the Prime Rate as quoted from time to time in the Wall Street Journal, plus two percent (2%) The worth at the time of the award of the amount referred to in clause (c) shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%)

12.2.1.2 The right to enforce, to the extent permitted by the laws of the State of California then in force and effect, any other rights or remedies set forth in this Lease or otherwise applicable hereto by operation of law or contract.

12.2.2 Continuance of Lease. In the event of any Event of Default (and regardless of whether or not Tenant has abandoned the Premises), this Lease shall not terminate unless Landlord, at Landlord's option, elects at any time after occurrence of an Event of Default to terminate Tenant's right to possession by the giving of written notice (including but not limited to any notice preliminary or prerequisite to the bringing of legal proceedings in unlawful detainer) which terminates Tenant's right to possession. As long as this Lease continues in effect, Landlord may enforce all of Landlord's rights and remedies under this Lease, including the right to recover all Base Rent as it becomes due hereunder. For the purpose of this Section 12, the following shall not constitute termination of Tenant's right to possession. (a) acts of maintenance or preservation or efforts to relet the Premises, or (b) the appointment of a receiver upon initiative of Landlord to protect Landlord's interest under this Lease

12.2.3 Other Remedies. In the event of a breach or threatened breach by Tenant of any of the terms, covenants, conditions, provisions or agreements of this Lease, Landlord shall additionally have the right of injunction and Tenant agrees to pay the premium for any bond required in connection with such injunction. Provision in this Lease of any particular remedy shall not preclude Landlord from any other remedy, at law or in equity All rights and remedies of Landlord enumerated in this Lease shall be cumulative, and the exercise by Landlord of any right or remedy provided for in this Lease or allowed by law or equity shall not be to the exclusion of any other right or remedy

12.2.4 Cure By Landlord. At any time after a Tenant Event of Default, Landlord may cure the default at Tenant's cost, and otherwise take such action with respect thereto as Landlord shall deem reasonably necessary and Landlord shall have no liability therefore, except to the extent of Landlord's negligence or willful misconduct. If Landlord at any time, by reason of a Tenant Event of Default, pays any sum or does any act that requires the payment of any sum, or if Landlord incurs any expense, including reasonable attorneys' fees and costs, in instituting proceedings, or defending any action or proceeding instituted by reason of default of Tenant hereunder, the sum or expense paid by Landlord, with all interest, costs, and damages, shall be due immediately from Tenant to Landlord at the time the same is paid, and if not so immediately paid by Tenant, shall bear interest as Prime Rate quoted from time to time in the Wall Street Journal, plus two percent (2%)

12.3 Termination Right. Landlord, in addition to other remedies, may terminate this Lease by written notice to Tenant given at any time within ninety (90) days following the occurrence of a third significant default (a default involving a failure to pay rent on a timely basis, failure to cooperate in collocation efforts, failure to refrain from interfering with the operation of other telecommunications operators, or actions or omissions resulting in damages in excess of \$5,000 or significant injury) during any consecutive twelve (12) month period throughout the term of the Lease and any extensions or renewals thereof, whether or not such defaults were cured.

12.4 Lender's Right to Cure. If Tenant encumbers its interest in this Lease as security for a debt, and Tenant gives Landlord written notice of such encumbrance, together with the name and address of the lender, Landlord shall give the lender written notice of a default under this Lease concurrently with giving such notice, if applicable, to Tenant. The lender identified by Tenant shall have the right to cure the default on behalf of Tenant on the same terms and conditions as Tenant and for the same period of time, if any. A default which cannot be cured by Tenant cannot be cured by a lender to Tenant.

13. CASUALTY OR CONDEMNATION

13.1 Temporary Alternate Premises. Landlord acknowledges and agrees that it is extremely important that Tenant maintain continuous operation of its Communications Facility on the Premises. Therefore, excluding the PG&E Tower on which Tenant's monopole, tower or antennas shall be located, in the event of any damage to or destruction of Premises, or any condemnation of them, which renders those portions of Tenant's Communications Facility located on Premises inoperable, materially impaired or unusable, Tenant shall have the right (subject to any requirements of law or governmental authority) to construct or install temporary facilities, excluding temporary or replacement antenna, in or about the Premises, or Landlord's Property in such locations as may be reasonably acceptable to Landlord and do not interfere with Landlord's operations and in a manner which will not interfere with any repair or reconstruction efforts, in order to continue operation of the Communications Facility. Landlord shall allow Tenant to install such additional equipment and fixtures, and shall permit Tenant such access, repair and maintenance rights as may be necessary and reasonable to allow Tenant to operate and maintain such temporary facilities until the Premises have been sufficiently repaired to permit Tenant to use the Communications Facility on the Premises, or if Landlord is unable to repair the Premises, or elects to not repair the Premises, or if a portion of the Premises is condemned, until a substitute permanent location acceptable to Landlord and Tenant has been agreed upon, and construction of such substitute permanent facility has been completed. Rent shall be abated during any period that Tenant is unable to use any portion of Landlord's Property to operate its permanent Communications Facility or temporary Communications Facility. None of the foregoing shall apply to service disruptions caused by damage, destruction or condemnation of the PG&E structures located on the Premise.

13.2 Replacement Communications Facility. If the Premises are repaired, Tenant shall within a reasonable time, not exceeding sixty (60) days after substantial completion of the repairs, relocate those portions of its' temporary Communications Facility on the repaired Premises, in substantially the same location and manner as prior to the occurrence of the damage. The foregoing sixty (60) days shall be extended by any time reasonably required to obtain any permits or authorizations from governmental authorities necessary to resume the operations which existed immediately prior to the damage or destruction, provided that Tenant has initiated such proceedings

at a reasonable date based on the expected completion date for such repairs and has diligently pursued such proceedings. It is the intention of the parties hereto that Tenant shall be able to maintain continuous operation and use of its Communications Facility throughout the Initial Term of this Lease and all Extension Terms if exercised, at the same or substantially the same site where the Premises are currently located.

13.3 No Interference With Landlord's Operations or Repair Work. Tenant shall not perform any repair or reconstruction work, or cause or permit it to be performed, at either a temporary or permanent location on Landlord's Property which in any way interferes with any necessary repair or reconstruction work done by or on behalf of Landlord on the Premises or Landlord's Property

13.4 Termination of Lease.

13.4.1 If (a) Landlord repairs the Premises within six (6) months after a casualty or, (b) in the event of inability to repair the Premises or Landlord's election to not repair the Premises, or in the event of a total or partial condemnation of the Premises which renders the Premises unusable for Tenant's purposes, the parties have selected a permanent replacement Premises, Tenant shall continue operation of the Communications Facility and this Lease shall not terminate on account of such damage, destruction or condemnation, but shall continue in effect. Base Rent and Tenant's other obligations under the Lease shall be equitably abated or adjusted to account for any damage, destruction or reduction of the Premises or the conditions under which Tenant's temporary or replacement facilities are used and operated, commencing on the date of damage and continuing during the period of such repair, reconstruction or restoration. However, no adjustment shall be made for disruptions in service caused by damage or disruption to PG&E facilities.

13.4.2 If the Premises are damaged or destroyed and cannot be repaired, or are condemned, and temporary and/or permanent replacement Premises on Landlord's Property cannot be agreed upon by the parties, in their reasonable discretion, within sixty (60) days after such damage, destruction, or condemnation, either party may terminate this Lease upon written notice to the other party

14 INSURANCE.

14.1 Required of Tenant. Tenant shall, during the term of this Lease and at Tenant's sole expense, obtain and keep in force not less than the following insurance:

14.1.1 Property insurance, including coverage for fire, extended coverage, vandalism and malicious mischief, upon the Communications Facility in an amount not less than ninety percent (90%) of the full replacement cost of the Communications Facility

14.1.2 Commercial General Liability insurance (or its equivalent approved by Landlord, in its reasonable discretion, if such policy form is no longer issued), insuring, among other liabilities, operations hazard, independent contractor hazard, contractual liability and products and completed operations liability, in limits not less than Five Million Dollars (\$5,000,000) combined single limit for each occurrence for bodily injury, personal injury and for property damage liability. Such insurance shall insure, on an occurrence basis, against all liability

of Tenant, its employees, and agents arising out of or in connection with Tenant's use of the Premises and any Utility Easement, all as provided for herein. Landlord shall be named as an additional insured on Tenant's policy

14.2 Required of Landlord.

Tenant acknowledges that it has been informed that Landlord is self insured for general liability, fire and extended coverage of the Site (excluding the Communications Facility) and that such self-insurance is sufficient and acceptable for purposes of this lease.

14.3 Policy Requirements All insurance required under this Lease shall be issued by a national insurer or insurers with a Best's Insurance Ratings classification of at least "A-" and at least fifteen (15) days written notice from the insurance company or agent to both parties is required before any cancellation or termination of any policy

14.4 Insurance Certificates. Each party shall deposit with the other, within thirty (30) days of the Commencement Date of the Lease and within thirty (30) days of the commencement of each Extension Option, a certificate or certificates or other documentation evidencing the insurance required under this Section 14, and proof of payment of the premium for the then current policy year.

14.5 Mutual Waiver of Subrogation. Landlord and Tenant each hereby release the other and waive their entire right of recovery against the other for loss or damage caused by fire or other perils covered by first party property insurance, and shall each cause all policies of insurance covering property damage obtained by either party concerning the Property to waive the insurer's right of subrogation against the other party

15. WARRANTIES.

15.1 Warranty of Title and Quiet Enjoyment. Landlord warrants that Landlord: (a) owns Landlord's Property in fee simple and has rights of access thereto, (b) there are no liens, encumbrances or exceptions to property title existing as of the date of this Lease that would interfere with Tenant's rights hereunder; (c) has the power and authority to enter into and perform this Lease; and (d) covenants and agrees with Tenant that upon Tenant paying the Base Rent and observing and performing all the terms, covenants, and conditions on Tenant's part to be observed and performed, and subject to the effect, if any, of (i) applicable land use regulations, including without limitation, zoning restrictions, limitations on non-conforming uses, conditional use permits and special use permits and (ii) the terms and conditions of any location agreement between Tenant and PG&E, Tenant may peacefully and quietly enjoy the Premises. Notwithstanding the foregoing, Landlord makes no representation or warranty about compliance with California Public Utilities Code §851 or the effect thereof on this Lease.

15.2 Tenant's Warranties. Tenant warrants that it has the power and authority to enter into this Lease and perform the obligations of the Tenant hereunder. Those persons signing this lease on behalf of Tenant warrant and represent that they are authorized to execute this document on behalf of Tenant.

16. FIXTURES. Landlord covenants and agrees that no part of the Communications Facility constructed, erected or placed by Tenant on the Premises or Landlord's Property shall be or become, or be considered as being, affixed to, or a part of Landlord's Property, and any and all provisions and principles of law to the contrary notwithstanding, Landlord agrees that the Communications Facility shall be and remain the property of the Tenant and shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due. At expiration or termination of this Lease, except to the extent the tower, monopole, equipment shelter, conduit or utility installations are purchased by Landlord pursuant to Section 4.5, Tenant shall remove from the Premises the Communications Facility any and all trade fixtures installed by Tenant. After such removal, Tenant shall restore the Premises to as near as practicable to its original condition save and except normal wear and tear and acts of God.

17. ASSIGNMENT AND SUBLETTING BY TENANT

17.1 Landlord's Consent. Tenant shall not voluntarily or by operation of law assign, transfer, sublet, or otherwise transfer or encumber all or any part of Tenant's interest in the Lease or in the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Unless specifically agreed to in writing by Landlord, Tenant shall not be relieved of its obligations under this Lease by a Permitted Transfer or by a Transfer to which Landlord consents

17.2 Permitted Transferees Notwithstanding Section 17.1, Tenant may, without Landlord's approval and in Tenant's sole discretion, from time to time, assign or transfer this Lease a) to any entity which has, directly or indirectly, a thirty percent (30%) or greater interest in Tenant (a "Parent") or in which Tenant or a Parent has a thirty percent (30%) or greater interest (an "Affiliate"), (b) to any entity with which Tenant and/or any Parent or Affiliate may merge or consolidate; (c) to a buyer of substantially all of the outstanding ownership units or assets of Tenant in the market defined by the FCC in which Landlord's Property is located, or (d) if Tenant transfers Tenant's Federal Communications Commission license, to the recipient of such transfer. Each of the foregoing transferees is hereafter referred to as a "Permitted Transferee." Tenant shall provide Landlord with written notice of any assignment or subletting to a Permitted Transferee within a reasonable time after any such assignment or subletting. Any such assignment or sublease shall not be effective until the Permitted Transferee signs and delivers to Landlord a document in which the assignee assumes responsibility for all of Lessee's obligations under the Lease from and after the effective date of any such assignment or subletting. Any such assignment or subletting to a Permitted Transferee shall not relieve Tenant of its obligations under this Lease. The requirements of Section 17.3.4.2 shall apply to Permitted Transfers, but the other provisions of Section 17.3 shall not apply.

17.3 Notice of Assignment of Subleasing In the event Tenant desires to assign this Lease or sublet any part of the Premises, to a person or entity other than a Permitted Transferee, Tenant shall notify Landlord in writing (hereinafter referred to as "Sublet Notice") of the terms of the proposed assignment or subletting, at least thirty (30) days in advance of the date on which Tenant desires to make such assignment or sublease. The Sublet Notice shall specifically identify the proposed assignee or sublessee and contain current financial statements of the proposed assignee or subtenant. Landlord shall then have a period of thirty (30) days following receipt of such notice within which to notify Tenant in writing that Landlord elects to do one of the following:

17.3.1 Permit Tenant to assign or sublet such space to the proposed assignee or sublessee on the terms set forth in the Sublet Notice, subject, however, to Landlord's prior written approval of the proposed assignee or sublessee, which approval shall not be unreasonably withheld, conditioned, or delayed, or

17.3.2 Deny consent to the assignment or sublease on the terms set forth in the Sublet Notice, with the disapproved provisions of the Sublet Notice and each additional condition required by Landlord specified (such notice being referred to herein as a "Disapproval Notice"), in which event Tenant shall have the right to give Landlord a revised Sublet Notice within fifteen (15) days after receipt of Landlord's Disapproval Notice, in which the disapproved matters are revised to conform to all of Landlord's requirements under the Disapproval Notice. Upon receipt of such revised Sublet Notice, Landlord shall be deemed to have approved the subleasing or assignment on the terms set forth in the revised Sublet Notice, subject, however, to Landlord's prior written approval of the proposed assignee or sublessee, which approval shall not be unreasonably withheld, conditioned or delayed.

17.3.3 Without limiting the generality of the foregoing, it shall not be unreasonable for Landlord to impose conditions upon its approval. Specifically, but without the following being an exclusive listing of the conditions which may be imposed, Landlord may condition its approval upon Landlord's determination that:

17.3.3.1 The proposed assignee or sublessee has a net worth sufficient to enable it to perform all its obligations under this Lease;

17.3.3.2 The proposed assignee or sublessee is engaged in a business, and the Premises will be used in a manner, which (i) is consistent with the use described in Section 2 of this Lease; (ii) does not conflict with any exclusive tenancy or use rights of any other tenant of Landlord's Property; and (iii) does not contemplate the use or storage on the Premises of Hazardous Substances, except as expressly provided for herein,

17.3.3.3 Tenant is not in default of any provision of this Lease at the time it makes its request for Landlord's consent to the proposed assignment or subletting

17.3.4 Additional Conditions to Landlord's Consent. In addition, it shall not be unreasonable for Landlord, with respect to transfers other than Permitted Transfers:

17.3.4.1 To require that fifty percent (50%) of any rent (net of reasonable assignment or sublease expenses and costs) in excess of the Base Rent payable hereunder, or any other consideration to be paid by the proposed subtenant or assignee in connection with the sublease or assignment which is fairly attributable to the value of Tenant's leasehold estate hereunder (as opposed to the value of Tenant's personal property or goodwill), be paid to Landlord, and/or

17.3.4.2 To require the proposed assignee or subtenant to expressly assume Tenant's obligations under this Lease.

17.3.5 Tenant's Remedy If Tenant believes Landlord's withholding of consent to a proposed assignment, subletting or transfer is unreasonable, Tenant's sole remedy shall be to request binding arbitration of the dispute. The sole power of the arbitrator shall be to determine if the withholding of consent by Landlord was reasonable. If the arbitrator determines that such

withholding of consent was unreasonable, Tenant shall have, as its sole remedy, the right to proceed with the proposed assignment, subletting or transfer.

17.4 Debt Security

17.4.1 Tenant may, without Landlord's consent, pledge, mortgage, hypothecate, convey by deed of trust or security deed, assign, create a security interest in, or otherwise execute and deliver any and all instruments for the purpose of securing bona fide indebtedness any or all of Tenant's interest in this Lease, any part thereof and any and all of Tenant's right, title and interest in and to any and all of the Communications Facility to any financing entity, or agent on behalf of any financing entity to whom Tenant (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

17.4.2 Promptly on Tenant's or Tenant's lender's request, but no more often than once in any twelve (12) month period, Landlord shall execute and deliver, waivers of Landlord's right to levy or distrain upon for rent any of Tenant's property given as security for a debt, consents that none of the Communications Facility shall become fixtures, consents to giving notice to Tenant's lender(s) in the event of Tenant's default under the provisions of this Lease (provided that Tenant has furnished to Landlord the name and address of the person and entity to which notice should be sent) and consents to Tenant's assignment to any lender(s) of any and all of Tenant's interest in and to this Lease and the Communications Facility. Landlord shall not be obligated to provide any form of subrogation agreement to debt instruments of Tenant.

18. HAZARDOUS SUBSTANCES.

18.1 **Definitions.** "Hazardous Substances" shall mean any chemical, compound, material, mixture or substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any Environmental Law (as hereinafter defined) as a "hazardous substance," "hazardous material," "hazardous waste," "extremely hazardous waste," "infectious waste," "toxic substance," "toxic pollutant" or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity; including any petroleum, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas). Hazardous Substances shall include, without limitation those substances listed in the United States Department of Transportation Table (49 CFR 172.101, as amended). "Environmental Law" shall mean any present and future federal, state, and local law (whether under common law, statute, rule, regulation or otherwise), requirement under any permit issued with respect thereto, and other requirements of governmental authorities having jurisdiction thereunder relating to the protection of human health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. Sections 9601, et seq.), as heretofore or hereafter amended.

18.2 **Use of Hazardous Substances on Property** Tenant warrants and agrees that all Hazardous Substances used by Tenant, its agents, employees or contractors, on the Premises or Landlord's Property, shall be used in strict accordance with all applicable laws, regulations and orders of all governmental authorities. Tenant shall give Landlord written notice prior to the use of any Hazardous Substances on the Premises or Landlord's Property or the transportation of any

Hazardous Substances across Landlord's Property Any consent to or approval by Landlord of Tenant's use or handling of Hazardous Substances shall not constitute an assumption of risk respecting the same nor a warranty or certification by Landlord that Tenant's proposed use and handling of Hazardous Substances is safe or reasonable or in compliance with Environmental Laws. Tenant shall maintain current all permits required for its operations, including those for the use, storage and/or disposal of Hazardous Substances and shall provide Landlord copies thereof. Any storage tank used for the storage of Hazardous Substances on the Land shall be equipped with spill and overflow prevention equipment, including, but not limited to, secondary containment for the tank that will capture at least 100% of the contents of the tank in the event of a release from the tank.

18.3 Release of Hazardous Substances. Tenant shall not cause or permit the release or discharge of Hazardous Substances by Tenant, its agents, employees or contractors, into the air, soils, groundwater or Tenant's Communications Facility in excess of levels allowed by law

18.4 Landlord's Remedies. Upon occurrence of an Event of Default by Tenant by violation of this Section 18 by reason of the release of Hazardous Substances or by reason of the use of Hazardous Substances in violation of this Section 18, Landlord shall have the right to require the cleanup of Hazardous Substances released by Tenant while still enforcing the remaining terms of the Lease.

18.5 Landlord's Representation and Warranty. Landlord represents and warrants to the best of its current actual knowledge and for the benefit of Tenant that (a) Landlord's use of Hazardous Substances in on or under the Premises and Landlord's Property and all operations thereon currently comply with applicable Environmental Laws; (b) Landlord is not a party to any litigation or settlement with any governmental or private party concerning the actual or alleged presence, release or threatened release of Hazardous Substances on or about the Premises or Landlord's Property before execution of this Lease; and (c) Landlord has not received notice of any violation or any alleged violation of any Environmental Law on or about the Premises or Landlord's Property

18.6 Entry for Inspection and Testing. Tenant expressly agrees that Landlord shall have the right to enter the Premises to inspect the Premises (provided, however, that Landlord shall not have the right to enter Tenant's cabinets or equipment shelter without a representative of Tenant present) and/or to perform environmental investigations and assessments of the Premises (the "Environmental Assessments") upon reasonable notice to Tenant (not less than 24 hours), that this right of entry shall include the right to test for Hazardous Substances in the air, soil, groundwater and/or Tenant's Communications Facility Tenant shall pay for the cost of performing such testing if the results establish that Tenant has caused the presence of Hazardous Substances in excess of levels allowed by law If Landlord so requires, Tenant shall comply, at its sole cost and expense, with all reasonable recommendations contained in any Environmental Assessment, to the extent such recommendations concern Tenant's operations on the Premises or Hazardous Substances released by Tenant, including any recommendation with respect to the precautions which should be taken with respect to activities on the Premises or any recommendations for additional testing and studies to detect the presence of Hazardous Substances and any recommendations of activities to remediate Hazardous Substances released by Tenant. Tenant may reasonably and in good faith contest any recommendations contained in an Environmental Assessment unless the Hazardous Substances affect the water provided from Landlord's facilities on Landlord's Property

18.7 Indemnifications.

18.7.1 The indemnification provided for in Section 10 of this Lease shall be applicable to Tenant's use, storage, and disposal of Hazardous Substances. The indemnification by Tenant shall include, without limitation, (a) personal injury claims, (b) the payment of liens, (c) diminution in the value of the Premises or Landlord's Property on which they are located, (d) damages for the loss of or restriction on use of the Premises or Landlord's Property, (e) sums paid in settlement of claims, (f) reasonable attorneys' fees, consulting fees and expert fees, (g) the cost of any investigation of site conditions, and (h) the cost of any repair, cleanup, remedial, removal or restoration work or detoxification if required by any governmental or quasi-governmental agency or body having jurisdiction or deemed necessary in Landlord's reasonable judgment.

18.7.2 Landlord shall indemnify and defend Tenant against, and shall hold Tenant harmless from, all Claims arising out of or related to the presence of Hazardous Substances on the Premises or Landlord's Property on the date of this Lease and the release or threatened release by Landlord of Hazardous Substances on the Premises or Landlord's Property after the date of this Lease. The indemnifications by Landlord shall include, without limitation, (a) personal injury claims, (b) the payment of liens, (c) diminution in the value of the Premises, including diminution arising from impairment of access or a Utility Easement, (d) damages for the loss of or restriction on use of the Premises, (e) sums paid in settlement of claims, (f) reasonable attorneys' fees, consulting fees and expert fees, (g) the cost of any investigation of site conditions, and (h) the cost of any repair, cleanup, remedial, removal or restoration work or detoxification performed by *Tenant*, if required by any governmental or quasi-governmental agency or body having jurisdiction or deemed necessary in Landlord's reasonable judgment.

18.7.3 The indemnifications set forth in this Section 18 shall survive the termination of the Lease.

18.8 Notice of Violations, Investigations and Claims. Each party shall immediately advise the other party in writing of, and provide the other party with a copy of (a) any notices of violation or potential or alleged violation of any Environmental Law which are received from any governmental agency relating to Landlord's Property; (b) any and all inquiry, investigation, enforcement, cleanup, removal or other governmental or regulatory actions instituted or threatened relating to Landlord's Property; and (c) all claims made or threatened by any third-party against Tenant or Landlord's Property relating to any Hazardous Substances.

19. NOTICES. All notices or demands are deemed to have been given or made when delivered in person (including delivery by written electronic transmission with receipt acknowledged) or after

receipt or refusal of receipt if delivered by certified United States Mail, return receipt requested, postage prepaid, and addressed to the respective parties as follows.

LANDLORD:

City of Soledad
248 Main Street
P O Box 156
Soledad, California 93960
Attention. City Manager
Telephone: (831) 678-3963
Facsimile: (831) 678-3965

TENANT:

MetroPCS California/Florida, Inc.
8144 Walnut Hill Lane, Suite 800
Dallas, Texas 75231
Attn. Property Manager
Telephone: (214) 265-2550
Facsimile: (214) 265-2570

With a Copy to
City of Soledad

Attention. _____
Michael F Rodriquez
Meyers Nave
Professional Law Corporation
555 12th Street, Suite 1500
Oakland, California 94607
Telephone: (510) 808-2000
Facsimile: (510) 444-1108

The address to which any notice or demand may be given to either party may be changed by written notice.

20. INVALIDITY If any provision of this Lease is invalid or unenforceable with respect to any party, the remainder of this Lease 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 Lease shall be valid and enforceable to the fullest extent permitted by law

21. CONSENT. Whenever under this Lease the consent or approval of either party is required or a determination must be made by either party, except as expressly provided with respect to a specific consent or approval, no such consent or approval shall be unreasonably withheld, conditioned or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

22. FENCES. Tenant may, and shall on request of Landlord, fence in that portion of the Premises reasonably needed for Tenant's Communications Facility and for the proper and efficient operation and protection of Tenant's communications equipment.

23. ATTORNEYS FEES AND COSTS. In the event of any action or proceeding at law or in equity between Landlord and Tenant to enforce or interpret any provision of this Lease or to protect or establish any right or remedy of either Landlord or Tenant hereunder, the unsuccessful party to

such action or proceeding shall pay to the prevailing party all costs and expenses, including, without limitation, reasonable attorneys', paralegals', expert witnesses' and appraisers' fees and expenses and court costs, incurred in such action or proceeding and in any appeal in connection therewith by such prevailing party, whether or not such action, proceeding or appeal is prosecuted to judgment or other final determination, together with all costs of enforcement and/or collection of any judgment or other relief. The term "prevailing party" shall include, without limitation, a party who obtains legal counsel or brings an action against the other by reason of the other's breach or default and obtains substantially the relief sought, whether by compromise, settlement or judgment.

24 ENTIRE AGREEMENT AND BINDING EFFECT This Lease and any attached exhibits, as signed by the parties hereto, constitute the entire agreement between Landlord and Tenant; no prior written promises, nor prior, contemporaneous, or subsequent oral promises or representations, shall be binding. This Lease shall not be amended or changed except by written instrument signed by the parties hereto. Section captions herein are for convenience only and neither limit nor amplify the provisions of this instrument. The provisions of this instrument shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of said Landlord and Tenant.

25. GOVERNING LAW. This Lease shall be governed by the laws of the State of California.

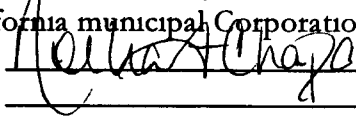
26. MEMORANDUM OF LEASE. At any time after the execution of this Lease, upon request of Tenant, Landlord will execute and deliver a Memorandum of Lease in the form of Exhibit E, attached hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date and year first above written.

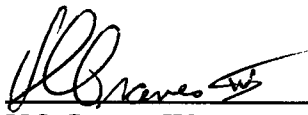
LANDLORD:

CITY OF SOLEDAD,
A California municipal Corporation

By: 
(Name and title)

Date: _____

MetroPCS CALIFORNIA/FLORIDA, INC.,
a Delaware corporation, d/b/a MetroPCS

By: 
Name: HC Graves IV
Its. Vice President/General Manager,

Date: 07/25/05

EXHIBIT B

Site Plan of Landlord's Property, showing the Leased Sites
and Location of Tenant's Communications Facility

(To Be Added)

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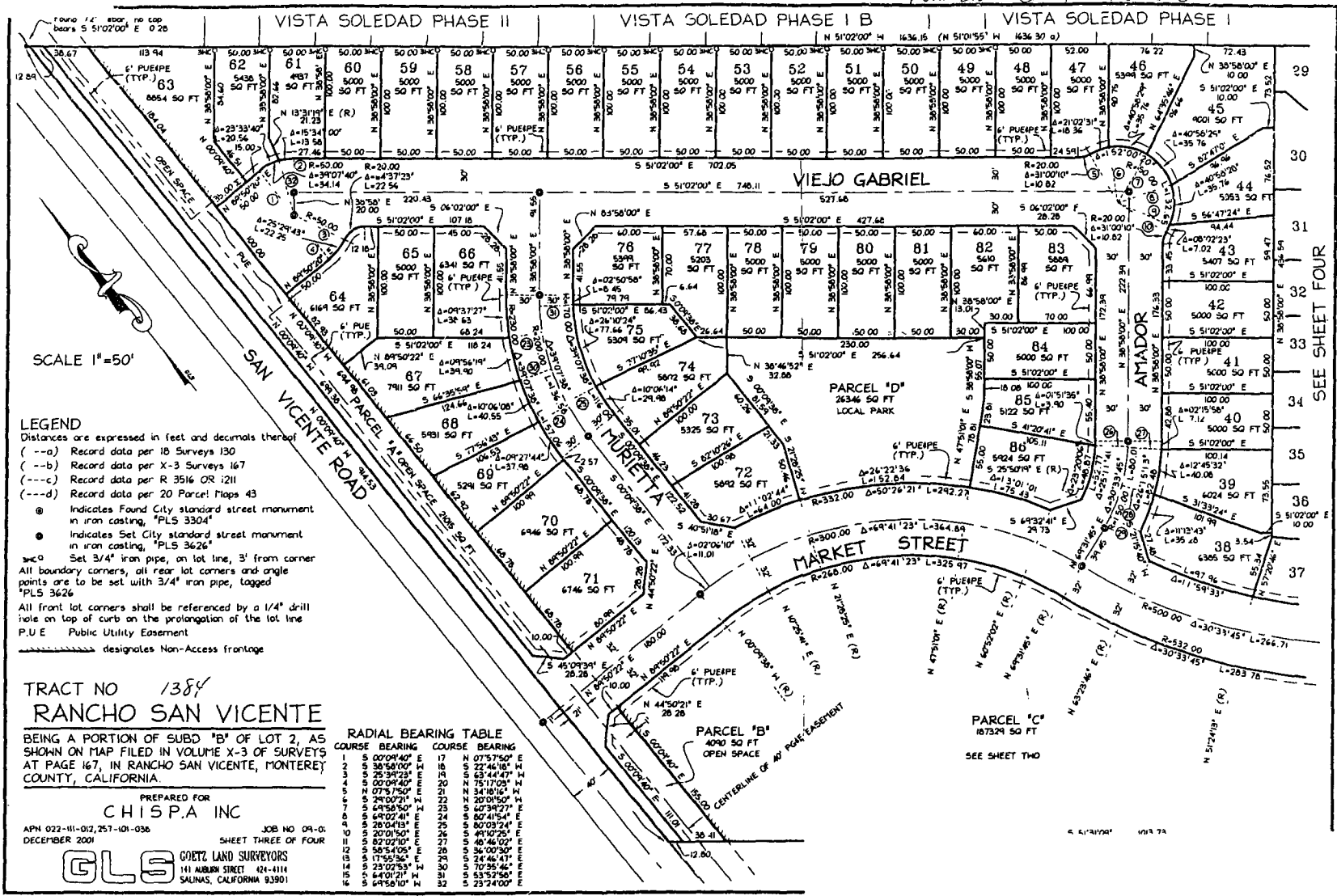


EXHIBIT C

Elevation of Tenant's Communications Facility
and Description of Equipment, Including Type and Number of Antennas

(To be added)

SITE NAME PG&E SOLEDAD

SITE NUMBER SF16790A

SAN VICENTE AT MARKET ST
NATIVIDAD/SOLEDAD CIR. 1&2
SOLEDAD CA 93960

MSA
Architecture & Planning, Inc.
200 Utah Street, Suite 110
San Francisco, CA 94102
415.392.1700 Fax: 415.392.1702
www.msa-ny.com

PROJECT NO. SF16790A

DATE

PROJECT NO. SF16790A

DRAWN BY: AUJ

CHECKED BY: RZ

CAD FILE: SF16790A

SUBMITTALS

1 02/18/05 100% ZONING
2 03/09/05 50% ZONING

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY TO METROPCS. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO METROPCS IS STRICTLY PROHIBITED.

SITE
SF16790A
PG&E SOLEDAD
SAN VICENTE AT MARKET
NATIVIDAD/SOLEDAD CIR 1&2
SOLEDAD, CA 93960
MONTEREY COUNTY

SHEET TITLE
TITLE SHEET

SHEET NUMBER
T-1

THESE PLANS SHALL NOT BE UTILIZED AS CONSTRUCTION DOCUMENTS UNTIL ISSUANCE OF A BUILDING PERMIT AND ALL SHEETS HAVE BEEN ISSUED FOR CONSTRUCTION.

ABV	ABOVE	M B	MACHINE BOLT
ADJ	ADJUSTABLE	MECH	MECHANICAL
ALT	ALTERNATE	MED	MEDIUM
APPROX	APPROXIMATE	MFR	MANUFACTURER
APP	APPROXIMATE	MH	MINIMUM
AUTO	AUTOMATIC	MUR	MIRROR
AWG	AMERICAN WIRE GAUGE	MISC	MISCELLANEOUS
BBU	BASE BAND UNIT	MM	MILLIMETER(S)
BEL	BELOW	MTL	MATERIAL
BLK	BLOCK	NOM	NOMINAL
BOT	BOTTOM	NTS	NOT TO SCALE
BTCH	BARE TINNED COPPER WIRE	OD	OUTSIDE DIAMETER
CHAM	CHAMFER	PAR	PARALLEL
CIR	CIRCLE	PBC	POWER BACKUP CABINET
CIRC	CIRCUMFERENCE	PERI	PERIMETER
CLR	CLEAR	PPC	POWER PROTECTION CABINET
CMU	CONCRETE MASONRY UNIT	PT	PRESSURE TREATED
COL	COLUMN	PVC	POLY VINYL CHLORIDE
COMB	COMBINATION	RAD	RADIUS
CONT	CONTINUOUS	REF	REFERENCE
CTR	COUNTER	RET	RETURN
DBS	DISTRIBUTED BASE STATION	REV	REVISION
DEP	DEPRESSED	RFU	RESERVED FREQUENCY UNIT
DET	DETAIL	SCH	SCHEDULE
DIAG	DIAGONAL	SECT	SECTION
DIA	DIAMETER	SF	SQUARE FOOT
DM	DIVISION	SHT	SHEET
DN	DOWN	SM	SIMILAR
DWG	DRAWING	SPEC	SPECIFICATION(S)
EA	EACH	SPL	SPECIAL
EQ	EQUAL	SO	SQUARE
EQPT	EQUIPMENT	STO	STANDARD
EXG	EXISTING	SYN	SYMMETRICAL
FUT	FUTURE	SYS	SYSTEM
GALV	GALVANIZED	TEMP	TEMPORARY
GND	GROUND	THK	THICKNESS
HD	HEAVY DUTY	TOL	TOLERANCE
HDRW	HARDWARE	TYP	TYPICAL
HORIZ	HORIZONTAL	UBC	UNIFORM BUILDING CODE
HR	HOUR	VERT	VERTICAL
HT	HEIGHT	W/	WITH
ID	INSIDE DIAMETER	W/O	WITHOUT
L	LENGTH		
LBL	LABEL		
MAX	MAXIMUM		

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AGENCIES. NOTHING IN THESE PLANS IS TO BE CONSIDERED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

-2001 BUILDING STANDARDS ADMINISTRATIVE CODE, PART 1, TITLE 24 C.C.R.
-2001 CALIFORNIA BUILDING CODE(CBC), PART 2, TITLE 24, C.C.R.
-(1997) UNIFORM BUILDING CODE VOLUMES 1-3 AND -2001 CALIFORNIA AMENDMENTS)
-2001 CALIFORNIA ELECTRICAL CODE (CEC), PART 3, TITLE 24 C.C.R.
-(1998) NATIONAL ELECTRICAL CODE AND 2001 CALIFORNIA AMENDMENTS)
-2001 CALIFORNIA MECHANICAL CODE (CMC), PART 4, TITLE 24 C.C.R.
-(2000) UNIFORM MECHANICAL CODE AND 2001 CALIFORNIA AMENDMENTS)
-2001 CALIFORNIA PLUMBING CODE (CPC), PART 5, TITLE 24 C.C.R.
-(2000) UNIFORM PLUMBING CODE AND 2001 CALIFORNIA AMENDMENTS)
-2001 CALIFORNIA FIRE CODE, PART 8, TITLE 24 C.C.R.
-(1997) UNIFORM FIRE CODE AND 2001 CALIFORNIA AMENDMENTS)
-2001 CALIFORNIA REFERENCED STANDARDS, PART 12, TITLE 24 C.C.R.
-TITLE 19 C.C.R., PUBLIC SAFETY, STATE FIRE MARSHALL REGULATIONS

CODE COMPLIANCE

ARCHITECT:
CONSULTANT'S NAME: MSA ARCHITECTURE AND PLANNING, INC.
ADDRESS: 200 IRVING STREET, SUITE 310
CITY, STATE, ZIP: SAN FRANCISCO, CA 94103
CONTACT: ROBERT ZEM
PHONE: (415) 543-1343

SURVEYOR:
CONSULTANT'S NAME: PHIL AUER SURVEYING
ADDRESS: 14107 CORIE LEADS
CITY, STATE, ZIP: BAKERSFIELD, CA 93314
PHONE: (818) 567-6129

PROJECT TEAM

THE PROPOSED PROJECT ENTALS:

INSTALLATION OF 400 CELL TRANSDUCER STATIONS (BTS) CABINETS.

INSTALLATION OF (3) PANEL ANTENNAS ON AN EXISTING 100' HIGH PG&E LATTICE TOWER.

COAX CABLE RUNS UNDERGROUND FROM BTS TO ANTENNAS.

TELEPHONE AND ELECTRICAL SERVICE FROM EXISTING SOURCES.

PROJECT DESCRIPTION

APPLICANT/LESSEE:
NAME: METRO PCS INC.
ADDRESS: 1080 MARINA VILLAGE PKWY, 4TH FL. ALAMEDA, CA 94501

AGENT:
NAME: METRO PCS INC.
ADDRESS: 1080 MARINA VILLAGE PKWY, 4TH FL. ALAMEDA, CA 94501

CONTACT: USA HANNAHSON
PHONE: (415) 756-6040

PROPERTY INFORMATION

OWNER: COMMUNITY HOUSING IMPROVEMENT SYSTEMS COMMUNITY PLAN
ADDRESS: 255 94TH STREET, #100
SARASO, CA 93901

CONTACT: NECTOR R. LA ROSA
PHONE: (831) 478-3943

AREA OF CONSTRUCTION: 2140 SQ. FT.

OCCUPANCY TYPE: S-2

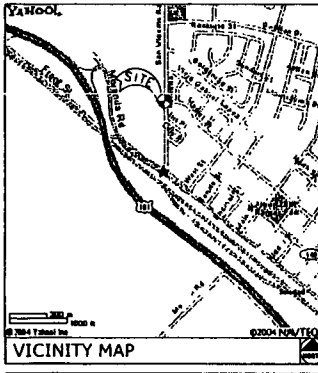
CONSTRUCTION TYPE: P-W

CURRENT ZONING: P-4 PUBLIC INSTITUTIONAL/RECREATIONAL

ZONING APPLICATION #: 022-461-087

HANDICAP REQUIREMENTS: FACILITY IS UNBARRIED AND NOT FOR HANDBARRERLESS. HANDICAPPED ACCESS NOT REQUIRED.

PROJECT SUMMARY



DIRECTIONS FROM METRO PCS ALAMEDA OFFICE:

1. START AT 1080 MARINA VILLAGE PKWY, ALAMEDA CO 94501 M
2. TURN LEFT ON UNNAMED STREET CO 0.1 M
3. TURN LEFT ON MARINA VILLAGE PKWY CO 0.3 M
4. TURN RIGHT ON HANMER SQUARE DR. CO 0.1 M
5. CONTINUE ON RAMP CO 0.1 M
6. CONTINUE ON CA-81 CO 0.9 M
7. CONTINUE ON HANMER ST CO 0.1 M
8. TURN RIGHT ON RAMP CO 0.1 M
9. CONTINUE ON 7TH ST CO 0.1 M
10. BEAR RIGHT ON RAMP CO 0.1 M
11. BEAR RIGHT ON JACKSON ST CO 0.1 M
12. TURN LEFT ON SAN ST CO 0.2 M
13. TAKE I-880 SOUTH TOWARDS SARLOUSE CO 372 M
14. TAKE US-101 SOUTH TOWARDS LOS ANGELES CO 187.1 M
15. TAKE EXIT 1363 TOWARDS FRONT STREET CO 0.2 M
16. CONTINUE ON FRONT STREET CO 0.7 M
17. TURN LEFT ONTO SAN VICENTE ROAD AND PROCEED TO SITE

DRIVING DIRECTIONS

SHEET	DESCRIPTION	REV
T-1	TITLE SHEET	1
LS1	SURVEY	
-1	OVERALL SITE PLAN	
-2	ENLARGED SITE PLAN & EQUIPMENT/ANTENNA LAYOUT	
-3	ELEVATIONS	

SHEET INDEX

DESIGNED FOR: 100% ZONING
DATE: 02/18/05

GEODETIC COORDINATES

NAD: 83
LAT: 36° 25' 54.91"
LONG: 121° 20' 02.47"

NOTE: NORTH SHOWN HAS BEEN ESTABLISHED USING COMPASS AND IS APPROXIMATE. ALL ANTENNA AZIMUTHS ARE TRUE NORTH. MAGNETIC DECLINATION HAS NOT BEEN ACCOUNTED FOR. VERIFY TRUE NORTH PRIOR TO INSTALLATION OF ANTENNAS.

FILE	SIGNATURE	DATE
NETWORK OPERATIONS MGR.		
BY ENGINEER		
REAL ESTATE		
PROPERTY OWNER		
ZONING APPROVAL		
CONSTRUCTION DIRECTOR		
NATIONAL DIRECTOR MGR.		

APPROVAL LIST

metroPCS

MSA
 Architects & Planning, Inc.
 2000 Mission Street, Suite 310
 San Francisco, CA 94103
 Tel: 415.774.1977 Fax: 415.774.1243
 Email: info@msa.com www.msa.com

PROJECT NO: SF16790A

DRAWN BY: ALJ

CHECKED BY: RZ

CAD FILE: SF16790A

SUBMITTALS	

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SITE
 SF16790A
 PG&E SOLEDAD
 SAN VICENTE AT MARKET
 NATIVIDAD/SOLEDAD CIR 1&2
 SOLEDAD, CA 95060
 MONTEREY COUNTY

SHEET TITLE
 OVERALL SITE PLAN

SHEET NUMBER
 A-1

SECTOR 'C'
AZIMUTH 300°

(E) WATER RISER
ON CONCRETE PAD

(E) SANITARY
SEWER MANHOLE

(E) STORM DRAIN
MANHOLE

SAN VICENTE ROAD
 TO SODOMAS
 (E) POWER LINE
 (E) DRAIN

SECTOR 'A'
AZIMUTH 55°

PROPOSED METRO PCS
PROJECT AREA BELOW
(E) POLE TOWER

(E) 8' HT.
CMU WALL

PROPOSED METRO PCS
UNDERGROUND POWER
& TELECOM ROUTE TO
LEASE AREA

SECTOR 'B'
AZIMUTH 170°

(E) STORM
DRAIN MANHOLE

MARKET STREET

(E) POLE VAULT
(E) PACBELL VAULT

(E) STREET
LIGHT BOX

(E) CHAIN LINK
FENCE

LOT 70
(22 C.T. 20)

LOT 69
(22 C.T. 20)

LOT 68
(22 C.T. 20)

LOT 67
(22 C.T. 20)

LOT 71
(22 C.T. 20)

1 OVERALL SITE PLAN
A-1 SCALE: 1/16"=1'-0"



metroPCS

MSA

Architectural & Planning, Inc.
20000 Mission Blvd. Suite 100
San Francisco, CA 94133
415.761.1957 Fax: 415.761.1952
Email: info@msa.com Web: www.msa.com

PROJECT NO: SF16790A

DRAWN BY: AU

CHECKED BY: RZ

CAD FILE: SF16790A

SUBMITTALS

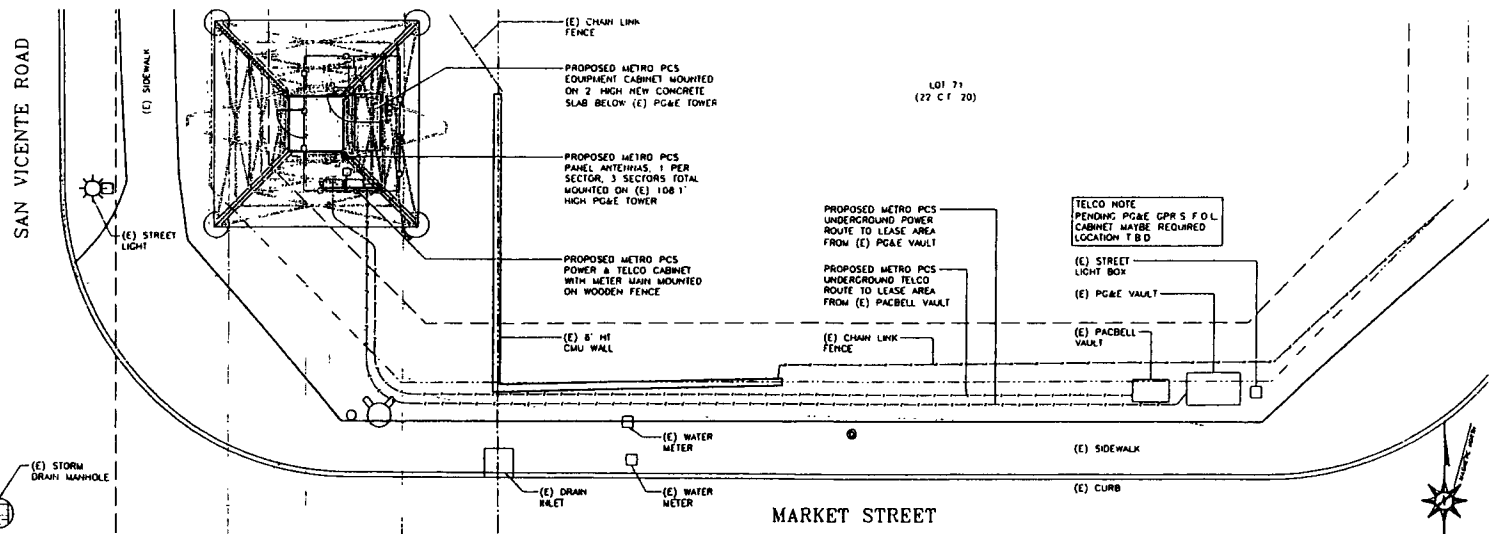
1 02/18/04 100% EXHIBIT
2 02/29/04 50% EXHIBIT

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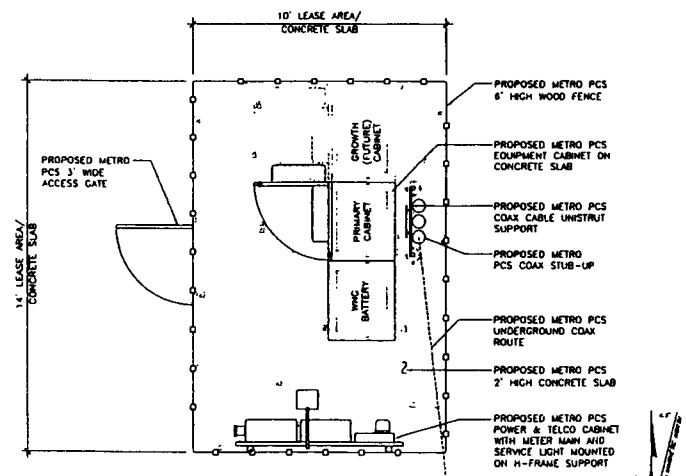
SITE
SF16790A
PG&E SOLEDAD
SAN VICENTE AT MARKET
HATVIDAD/SOLEDAD CIR 14&2
SOLEDAD, CA 95060
MONTEREY COUNTY

SHEET TITLE
ENLARGED SITE PLAN

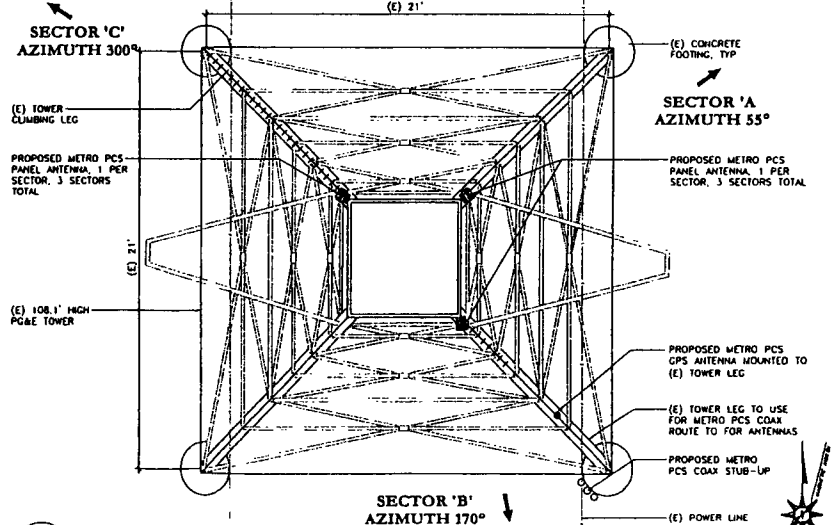
SHEET NUMBER
A-2



1 ENLARGED SITE PLAN
SCALE: 3/16"=1'-0"



3 EQUIPMENT PLAN
SCALE: 1/2"=1'-0"



2 ANTENNA PLAN
SCALE: 3/8"=1'-0"

METRO PCS ANT RAD CENTER
EL 111'-0" AGL

TOP MHT/EXTENDED TOWER
EL 214' AGL

PROPOSED METRO PCS
PANEL ANTENNAS, 1 PER
SECTOR, 3 SECTORS TOTAL

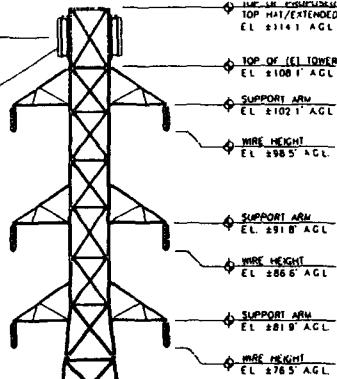
(E) 108.1' HT
PG&E TOWER

PROPOSED METRO PCS
EQUIPMENT CABINETS
MOUNTED ON 2' HIGH
CONCRETE SLAB

PROPOSED METRO
PCS POWER, TELCO
& METER MAIN W/
SERVICE LIGHT ON
H-FRAME SUPPORT

FINISH GRADE
EL 181' AMSL

2 SOUTH ELEVATION
SCALE: 3/16"=1'-0"



PROPOSED METRO PCS
GPS ANTENNA MOUNTED
ON (E) TOWER LEG

PROPOSED METRO PCS
6' HIGH WOOD FENCE

PROPOSED METRO PCS
2' HIGH CONCRETE SLAB

METRO PCS ANT RAD CENTER
EL 111'-0" AGL

TOP OF PROPOSED A HT
TOP MHT/EXTENDED TOWER
EL 214' AGL

PROPOSED METRO PCS
PANEL ANTENNAS, 1 PER
SECTOR, 3 SECTORS TOTAL

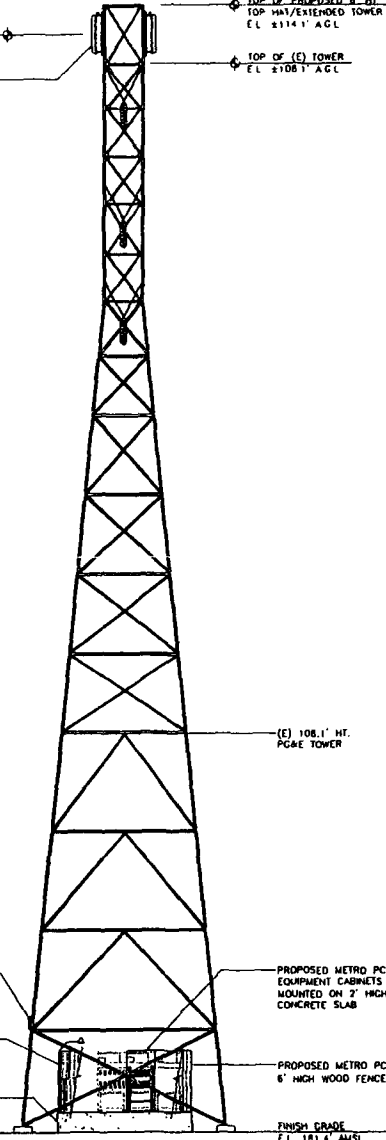
(E) 108.1' HT
PG&E TOWER

PROPOSED METRO PCS
GPS ANTENNA MOUNTED
ON (E) TOWER LEG

PROPOSED METRO PCS
POWER, TELCO & METER
MAIN W/ SERVICE LIGHT
ON H-FRAME SUPPORT

PROPOSED METRO PCS
HIGH CONCRETE SLAB

1 EAST ELEVATION
SCALE: 3/16"=1'-0"



PROPOSED METRO PCS
EQUIPMENT CABINETS
MOUNTED ON 2' HIGH
CONCRETE SLAB

PROPOSED METRO PCS
6' HIGH WOOD FENCE

metroPCS

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PROJECT NO. SF16790A

DRAWN BY: AU

CHECKED BY: RZ

CAD FILE: SF16790A

SUBMITTALS	
1	02/12/00 100% 2000C
2	03/09/00 90% 2000C

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SITE
SF16790A
PG&E SOLEDAD
SAN VICENTE AT MARKET
HIGHWAY/SOLEDAD CIR 1&2
SOLEDAD, CA 93960
MONTEREY COUNTY

SHEET TITLE
ELEVATIONS

SHEET NUMBER
A-3

EXHIBIT D

Form of Landlord's Consent to Applications for Governmental Approvals

(To be prepared on Landlord's letterhead)

LETTER OF AUTHORIZATION

TO: City/County of _____

APPLICATION FOR ZONING/USE/BUILDING PERMIT

City of Soledad, as owner of the below-described property, hereby consents to the filing by MetroPCS California/Florida Inc., a Delaware Corporation, d/b/a MetroPCS, of any application necessary for Metro PCS, as a tenant of a portion of the site identified below, to use and/or construct improvements to the property leased, or licensed, to them for the purpose of constructing a communications site. We understand that the application may be denied, modified or approved with conditions and that such conditions or modifications must be complied with by Metro PCS prior to issuance of building permits. City of Soledad shall not have any obligation or liability on connection with any application filed by, or permits issued to, MetroPCS California/Florida Inc., a Delaware Corporation, d/b/a MetroPCS

MetroPCS California/Florida Inc., a Delaware Corporation, d/b/a MetroPCS is authorized to review, copy and obtain all public records regarding the property described below from the Planning and Building Departments of the public body designated in this consent.

We hereby authorize employees of the City to enter upon the subject property during normal business hours as necessary to inspect the property for the purpose of processing this application.

Located at: San Vicente Road and Market Street

Assessor's Parcel Number: 022-461-087

Signature of Property Owner: CITY OF SOLEDAD

By: _____

Name: Noelia Chapa

Title: City Manager



Pacific Gas and Electric Company

Telecommunications Business Development

US Mail.
 Mail Code B26L
 Pacific Gas and Electric Company
 PO Box 770000
 San Francisco, CA 94177-0001

Letter of Authorization

Wireless Provider: Metro PCS
 Tower # 26/139
 Line Name: Natividad-Soledad115kV
 Location San Vicente & Market
 APN 022 461 087
 SBE n/a

Overnight Mail.
 Mail Code B26L
 Pacific Gas and Electric Company
 77 Beale Street, 26th Floor
 San Francisco, CA 94105-1814

Pacific Gas and Electric Company, as the owner of the transmission tower noted above, hereby authorizes the Wireless Provider, its agents, and contractors to:

- Access the parcel noted above. subsequent to advance notice
- Conduct necessary activities such as site design visits, radio frequency tests
- Apply for and obtain all land use approvals and permits, which are appropriate for the installation, construction, and continued operation of a PCS communications site (including antennas and all ancillary equipment and structures)

In granting this authorization, the Wireless Provider, its agents and contractors understand and agree to the following

- As the applicant, the Wireless Provider and/or its agents and contractors (not PG&E) are fully responsible for the payment of all application, review and permitting fees
- The Wireless Provider, its agents, and contractors will be licensed and insured for any work they perform
- The Wireless Provider its agents, and contractors will hold harmless and indemnify PG&E from any claims for damages resulting from the above-mentioned activities
- The Wireless Provider its agents and contractors will not interfere with or impair access to the property
- Signing this letter does not constitute a legally binding agreement to lease the property



Lori Austin
 Manager Business Development
 Pacific Gas and Electric Company

Date 2/23/2005

Site # MP-SF16790
 Site Name# PG&E Soledad