Site: PG&E and Peabody (BA10022)
Market: NorCal

LAND LEASE AGREEMENT

This Lease (**"Lease"** or **"Agreement"**) is entered into as of Sept 4th, 2007, between the **CITY OF FAIRFIELD**, and a municipal corporation, a California corporation, hereinafter referred to as **"Landlord"** and, Omnipoint Communications, Inc., a Delaware corporation, d/b/a T-Mobile, hereinafter referred to as **"Tenant"**.

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

1. Premises. Landlord owns a parcel of land (the **"Land"** or **"Property"**) situated in the unincorporated portion of the County of Solano, State of California, and more particularly described as follows:
APN: 167-301-040 raw land on the corner of Peabody and Vanden Rd. next to the existing Metro-PCS compound next to the existing PG&E lattice tower.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, that certain real property (herein referred to as **"Leased Premises"** or **"Premises"**), situated in the City of Fairfield, County of Solano, State of California, and more particularly depicted as follows:

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

The parties acknowledge that the Property may be affected by Landlord's future train station revitalization project.

2. Use. Landlord hereby grants permission to Tenant to occupy the Leased Premises to install, construct, maintain, and operate radio communications equipment. Such equipment shall include, but not be limited to, an equipment building, antennas and mounting structures on the Land, transmission lines, antennas and ground mounts for antennas, and an emergency gasoline, butane, diesel, or other fuel-powered generator at a location on the Leased Premises suitable for Tenant's needs. The building will house equipment necessary for Tenant's communication operations. The emergency generator will be used at Tenant's option, but in most cases only in the event of a power failure. Tenant shall also have the right to mount up to nine (9) antennas and one (1) microwave dish on the existing PG&E lattice tower located on the city of Fairfield property. For the purposes of this agreement, all of Tenant's equipment, building, generator, cables, wires, antennas, antenna ground mounts and accessories shall hereinafter collectively be referred to as the "**Radio Facility**".

(a) Tenant Improvements. Tenant shall promptly provide Landlord copies of Tenant's plans (the **"Plans"**), detailing Tenant's proposed improvements, (the **"Tenant Improvements"**), for Landlord's review and approval, which said approval shall not be unreasonably delayed or withheld. The Tenant Improvements shall be consistent with the improvements currently on the existing Metro-PCS compound, including but not limited to the type of fence and undergrounding of utilities.

(b) Lease Area and Antenna Installation. All communications equipment, except the PGE tower, transmission lines, utility lines, the emergency generator, and supporting structures thereto, will be housed in an outdoor lease area measuring approximately 19 feet wide x 13 feet long. Tenant shall be responsible for the installation, repair, maintenance and insurance of the equipment in this lease area. Subject to the reasonable approval of Landlord, which approval shall not be unreasonably withheld or delayed, tenant shall be entitled to install three (3) sectors, each sector consisting of up to three (3) antennas, each measuring not more than 6 feet tall by 18 inches wide, and one (1) microwave dish,

measuring not more than 4-feet in diameter on the existing PG&E lattice tower as set forth on Exhibit D hereto. Tenant shall also have the right to install up to nine (9) antennas, each measuring not more than 6 feet tall by 18 inches wide, and one (1) microwave dish, measuring not more than 4-feet in diameter on the future monopole to be constructed by the City of Fairfield.

(c) Tenant has the right to erect, maintain, install, repair, replace, modify, remove and operate on the Leased Premises radiocommunications facilities, including utility lines, transmission lines, an air conditioned equipment shelter, electronic equipment, radio transmitting and receiving antennas and supporting structures thereto (**"Tenant Facilities"**). In connection therewith, Tenant has the right to do all work necessary to prepare, maintain and alter the Leased Premises for Tenant's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. Prior to commencing construction, Tenant shall obtain Landlord's approval of Tenant's plans for Tenant's construction work, which approval shall not be unreasonably withheld. Landlord shall give such approval or provide Tenant with its requests for changes within thirty (30) days of Landlord's receipt of Tenant's plans. If Landlord does not provide such approval or request for changes within such thirty (30) day period, it shall be deemed to have approved the plans. Landlord shall not be entitled to receive any additional consideration in exchange for giving its approval of Tenant's plans. All of Tenant's construction and installation work shall be performed at Tenant's sole cost and expense and in a good and workmanlike manner. Title to the Tenant Facilities shall be held by Tenant. All of Tenant Facilities shall remain Tenant's personal property and are not fixtures. Landlord has the right to require Tenant to remove all Tenant Facilities at Tenant's sole expense by the expiration or earlier termination of the Agreement. Tenant may remove its facilities at any time prior to the expiration or termination of the Agreement.

(d) Landlord, by executing this Lease, does not in any way assure Tenant or imply to Tenant that Tenant will be able to acquire any necessary permits or approvals from agencies of the County of Solano. All such permits and approvals shall be at Tenant's risk. Notwithstanding the fact that the Land is currently under the jurisdiction of the County of Solano, Tenant agrees to build the Tenant Improvements to the standards of the City of Fairfield.

(e) This Agreement shall be effective on the date of full execution hereof (**"Effective Date"**). Beginning on the Effective Date and continuing until the Term Commencement Date as defined in Section 4(a) below (**"Due Diligence Period"**), Tenant shall only be permitted to enter the Property for the limited purpose of making appropriate engineering and boundary surveys, inspections, and other reasonably necessary investigations and signal, topographical, geotechnical, structural and environmental tests (collectively, **"Investigations and Tests"**) that Tenant may deem necessary or desirable to determine the physical condition, feasibility and suitability of the Premises. In the event that Tenant determines, during the Due Diligence Period, that the Premises are not appropriate for Tenant's intended use, or if for any other reason, or no reason, Tenant decides not to commence its tenancy of the Premises, then Tenant shall have the right to terminate this Agreement without penalty upon written notice to Owner at any time during the Due Diligence Period and prior to the Term Commencement Date. Owner and Tenant expressly acknowledge and agree that Tenant's access to the Property during this Due Diligence Period shall be solely for the limited purpose of performing the Investigations and Tests, and that Tenant shall not be considered an owner or operator of any portion of the Property, and shall have no ownership or control of any portion of the Property (except as expressly provided in this Section 2), prior to the Commencement Date.

3. Construction Plans. Prior to construction Tenant will submit construction plans to Public Works and Planning Departments for approval. Also Tenant will obtain an Encroachment Permit from the Public Works Department.

4. Term.

(a) Primary Term. The Primary Term of this Lease shall be for ten (10) years, and shall commence on the date this Agreement is fully executed by Landlord and Tenant (the **"Commencement Date"**), and shall terminate ten (10) years following the Commencement Date unless sooner terminated

as provided herein ("**Term**"). Notwithstanding the foregoing, in the event Tenant is unable to obtain all required licenses and permits from the City of Fairfield and/or the County of Solano, this Lease shall be rendered null and void and of no further force and effect; provided, however, that Tenant shall be entitled to exhaust all available remedies, including appeals, whether administrative or judicial, prior to termination.

(b) Extended Terms. Tenant is granted the option to extend the Primary Term of this Lease for two (2) additional periods of five (5) years each, ("**Extended Term**" or "**Renewal Term**"), provided Tenant has abided by the terms and conditions of this Lease and is not in default hereunder. If Tenant should decide not to exercise Tenant's option to extend, Tenant shall give written notice thereof to Landlord at least thirty (30) days before expiration of the then current term.

5. Rent.

(a) Base Rent. Tenant agrees to pay Landlord, as Base Rent for the Leased Premises, the annual sum of FIFTEEN THOUSAND and NO/100 DOLLARS (15,000.00) payable in equal monthly installments of ONE THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS ($1,250.00) (**"Monthly Rent"**) in advance on or before the first day of each and every calendar month during the primary term hereof to the party and at the address designated in Section 9.

(b) Extended Term Rent. Commencing with the first day of the first year of any Extended Term and on each annual anniversary thereafter, Tenant shall pay the then current Base Rent, increased by THREE AND ONE-HALF PERCENT (3.5%).

(c) 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.

(d) Within fifteen (15) business days after full execution of this Lease, Tenant shall deposit with Landlord a sum equal to the first three month's Base Rent as set forth in Section 5(a) above (the **"Rental Deposit"**). The Rental Deposit shall be held by Landlord as three (3) month's rental credit towards Base Rent for the Premises. On the Commencement Date, the Rental Deposit shall be credited towards the first three (3) month's Base Rent herein. Should the Tenant terminate this Lease prior to the Commencement Date pursuant to Section 13 (a) (ii) below, Landlord shall return the Rental Deposit to Tenant within fifteen (15) days following termination; should the Tenant terminate this Agreement prior to the Commencement Date for any other reason, Landlord shall be entitled to retain the Rental Deposit as liquidated damages for Tenant's early termination.

(e) Landlord shall be responsible for all road maintenance, repair and improvements of the road portion of the Access Easements for ingress and egress described in Section 6 below during the term of this agreement.

6. Access. Tenant is hereby granted a non-exclusive access easement over, upon, and across the land owned by Landlord as may be required for: (1) ingress and egress to the Leased Premises twenty-four (24) hours per day, seven (7) days per week; (2) construction, installation, maintenance, and removal of Tenant's communications equipment and other necessary appurtenances; and (3) installation of telephone, power, and any other utilities necessary to serve Tenant's Radio Facility, "Access Easements". Such Access Easements shall be over existing roads, and parking lots. Landlord shall be obligated to repair and maintain the road portion of the Access Easement. Tenant shall have the right, but not the obligation, to improve any current Access Easement by either grading, graveling, or paving it in accordance with City standards for noise, dust, and applicable environmental controls. Said Access Easement is depicted as follows:

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

Provided however, in the event it is or becomes impracticable, in the opinion of Tenant or any applicable Utility Company, to use the Access Easement identified in Exhibit "B" for providing utilities to

the Leased Premises, Tenant and the applicable Utility Company shall seek Landlord's approval of an alternate Access Easement or Easements for the installation and maintenance of necessary utilities from the point of connection with the Utility Company's distribution network to Tenant's equipment building located on the Leased Premises. Landlord's approval shall not be unreasonably withheld, conditioned or delayed. Any alternate Access Easement shall be sufficiently wide to provide the applicable utilities to the Leased Premises, but in no event wider than thirty (30) feet. In addition, Tenant and Utility Company shall have access to all areas of the Leased Premises, and with Landlord's approval, which shall not be unreasonably withheld, to such areas of Landlord's real property of which the Leased Premises are a part, as are necessary for installation, maintenance, and/or repair of utilities. Said Utility Easement is depicted as follows:

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Provided further, however, that the future train station project may necessitate reasonable modifications to the Tenant's access to the Property or to the parking lot and landscaping thereon, which Landlord shall have the right to modify at Landlord's expense.

7. Utilities at Tenant's Costs. Tenant shall be entitled to obtain utility service from the existing utilities on the Land, if available, or to obtain utility service directly from the applicable utility company. 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 Leased Premises. Tenant shall have an electrical current meter installed at the Leased Premises, and the cost of such meter and of installation, maintenance, and repair thereof shall be paid for by the Tenant. Landlord shall have the right to approve any utility route, which approval shall not be unreasonably withheld, conditioned or delayed.

8. Holding Over. Should Tenant, with Landlord's consent, hold possession of the Leased Premises or any portion thereof after the date upon which the Leased 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. During any such month-to-month tenancy, Tenant shall pay monthly rent in the amount that was payable by Tenant during the immediately preceding month, and such month-to-month tenancy, shall be subject to all provisions of this Lease except those pertaining to the Lease term. Tenancy will continue from month-to-month until terminated by Landlord or Tenant by the giving of thirty (30) days written notice to the other. Nothing in this Section is to be construed as a consent by Landlord to the occupancy or possession of the Leased Premises by Tenant after the expiration of the term.

9. Notice. All notices or demands are deemed to have been given or made when delivered in person or delivered by certified or registered mail, return receipt requested, postage prepaid, United States mail, or by reliable overnight courier and addressed to the respective parties as follows:

LANDLORD:

City of Fairfield
1000 Webster Street
Fairfield, CA 94533
Attn.: Jay Trottier
Phone: (707) 429-6294

TENANT:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn.: PCS Lease Administrator

With a Copy to:
Omnipoint Communications, Inc.
2380-A Bisso Lane
Concord, CA 94520
Attn.: Lease Administration Manager

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

10. Liability and Indemnity. Tenant shall indemnify, defend and hold harmless the Landlord, its officers, agents, employees, and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or caused by the willful misconduct or negligent acts of Tenants or any person directly or indirectly employed by or acting as agent for Tenant on the Lease Premises or on the Access Easements (as defined in Section 6 above) or in activities directly related to Tenant's use of the Leased Premises or Access Easements, except to the extent arising from the negligence or intentional misconduct of Landlord, its officers, agents, employees or volunteers. Tenant agrees to use and occupy the Leased Premises at Tenant's own risk, unless otherwise provided herein, and hereby releases Landlord, and Landlord's agents and employees, to the extent claims for any damage or injury are caused by Tenant's negligence or intentional misconduct, which release shall be to the full extent permitted by law.

Acceptance of insurance certificates required under this Lease does not relieve Tenant from liability, which shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

It is understood that the duty of Tenant to indemnify and hold harmless the Landlord includes the duty as set forth in Section 2778 of the California Civil Code.

11. Non-interference.

(a) Tenant shall operate the Tenant Facilities in compliance with all Federal Communications Commission (**"FCC"**) requirements and in a manner that will not cause interference to Landlord or other lessees or licensees of the Property, provided that any such installations predate that of the Tenant Facilities.

(b) Subsequent to the installation of the Tenant Facilities, Landlord will not, and will not permit its lessees or licensees to, install new equipment on or make any alterations to the Property or property contiguous thereto owned or controlled by Landlord, if such modifications are reasonably likely to cause interference with Tenant's operations. In the event interference occurs, Landlord agrees to use best efforts to eliminate such interference in a reasonable time period. Landlord's failure to comply with this paragraph shall be a material breach of this Agreement.

12. Signal Blockage. Tenant is leasing the Leased Premises for the purpose of transmitting and receiving telecommunications signals from the Leased Premises. Notwithstanding the foregoing, Tenant hereby acknowledges that Landlord has made no representations or warranties as to the suitability of the Property for receiving microwave or other types of electronic signals, nor has Landlord made any representations about how the construction of the future train station revitalization project may affect such signals. Tenant and Landlord recognize that the purpose behind this Lease would be frustrated if the telecommunication signals were partially or totally blocked, or if an obstruction were built that would cause interference with such transmission. The obstruction may be, by way of example, but not limited to: buildings or other structures in the path of the telecommunication signal. Should an obstruction occur, Tenant agrees to make a reasonable effort to alter the antennas, with Landlord's approval, to correct the situation at Tenant's own expense. If no commercially feasible alternative exists, Tenant shall have the right to terminate this Lease pursuant to Section 13 below.

13. Termination.

(a) Termination by Tenant. Tenant shall have the right to terminate this Lease at any time upon any of the following events:

(i) Upon providing Landlord six (6) months written notice;

(ii) If the approval of any agency, board, court, or other governmental authority necessary for the construction and/or operation of the communications equipment cannot be

obtained, or is revoked, or if Tenant determines the cost of obtaining such approval is prohibitive; or

(iii) If Tenant determines at any time that the property is not appropriate for locating Tenant's communications equipment for technological reasons, including, but not limited to, signal interference.

Tenant will give Landlord six (6) months written notice of termination of this Lease under the terms of this Section 13 (a). Upon termination, neither party will owe any further obligation under the terms of this Lease, except as provided herein.

Pursuant to Section 31, if Landlord and Tenant cannot agree upon a mutually acceptable location for the Tenant Facilities elsewhere on Landlord's property, then Landlord shall have the right to terminate this Lease, upon one hundred eighty (180) days written notice to Tenant. Such notice shall be given no sooner than one hundred eighty (180) days prior to the expiration of the Primary Term, or any extended term.

(b) Termination by Landlord. Landlord may terminate this Lease without the need to provide cause for said termination, providing that this right to terminate may only be exercised during one (1) of the Extended Terms of this Lease (as defined in Section 4 (b) and upon providing two (2) years written notice of the termination date to Tenant.

14. Rights on Default.

(a) Tenant's Default. If Tenant fails to perform any obligation under this Lease for the payment of money within fifteen (15) days after receipt of written notice from Landlord specifying the payment due, or thirty (30) days after receipt of written notice for any other obligation, then unless Tenant promptly rectifies, or commences to rectify, the default, Landlord may, at Landlord's option, upon written notice to Tenant, take any or all of the following actions:

(i) Perform such obligation, in which event the cost thereof becomes immediately due and payable to Landlord as additional rent; and/or

(ii) Terminate this Lease. If the nature of Tenant's default is such that more than thirty (30) days are reasonably required for cure thereof, then Tenant shall not be in default if Tenant shall commence such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

(b) Landlord's Default. Landlord shall not be considered to be in default under this Lease unless

(i) Landlord has been given notice specifying the default; and

(ii) Landlord has failed for thirty (30) days to cure the default, if it is curable, or to institute and diligently pursue reasonable corrective acts for defaults that cannot be reasonably cured within thirty (30) days and diligently prosecutes such cure to completion.

15. Taxes. Prior to delinquency, Tenant shall pay annually an amount equal to any increase in real estate taxes or any possessory taxes that may be attributable to any improvement to the Leased Premises made by Tenant. If such tax is paid by Landlord, Tenant shall reimburse Landlord for the amount of any such tax payment within sixty (60) days of receipt of sufficient documentation indicating the amount paid and calculation of Tenant's pro-rata share. Upon written request by Tenant, Landlord shall furnish evidence of payment of all taxes. If possible, Tenant will make arrangements to pay directly to the taxing authority any possessory taxes attributable to Tenant.

16. **Liability Insurance.** During the term of this Lease, Tenant and its consultants, contractors and agents shall fully comply with the terms of the law of the State of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Tenant and its agents may have for worker's compensation.

Tenant shall obtain at its sole cost and keep in full force and effect during the term of this Lease commercial general liability insurance in the amount of One Million and 00/100 Dollars ($1,000,000.00) per occurrence for bodily injury; personal injury, and property damage, and automobile liability insurance in the amount of One Million and 00/100 Dollars ($1,000,000.00) per occurrence for bodily injury, and property damage; provided (i) that the Landlord, its officers, agents, employees, and volunteers shall be added as additional insureds under the policy, and (ii) this insurance will operate as primary insurance ; (iii) that no other insurance affected by the Landlord or named insureds will be called upon to cover a loss thereunder.

(1) Such insurance shall provide that no cancellation, or, reductions in limits required herein, will be made during the term of this Lease, without thirty (30) days' written notice to the Landlord prior to the effective date of such cancellation or reduction in limits

(2) Tenant shall file with the Landlord, upon lease commencement, Certificates of Insurance forms showing that the insurance required by this Lease has been obtained.

Tenant shall have the right to fulfill its insurance obligations under this Section pursuant to self insurance, provided that Tenant shall satisfy all requirements of any applicable law, regulations or direction relating to self insurance and shall furnish proof of such. If Tenant self insures, Tenant shall provide Landlord with a letter of self insurance at any time within thirty (30) days after Landlord's request.

17. **Test.** At any time prior to the Commencement Date, Tenant is hereby given the right to survey, soil test, radio coverage test, and to conduct any other investigations needed to determine if the surface and location of the Leased Premises is suitable for Tenant's purpose herein by obtaining written approval from Landlord, which said approval shall not be unreasonably withheld, conditioned or delayed.

18. **Fixtures.**

(a) Landlord covenants and agrees that no part of the improvements constructed, erected or placed by Tenant on the Leased Premises or other real property owned by Landlord shall be considered as being, affixed to, or a part of Landlord's real property, and any and all provisions and principles of law to the contrary notwithstanding, it being the specific intention of Landlord to covenant and agree that all improvements of every kind and nature constructed, erected, or placed by Tenant on the Leased Premises, or other real property owned by Landlord, shall be and remain the property of the Tenant.

(b) Landlord waives any lien rights it may have concerning the Tenant Facilities which are deemed Tenant's personal property and not fixtures, and Tenant has the right to remove the same at any time without Landlord's consent.

(c) Landlord acknowledges that Tenant may enter into a financing arrangement including promissory notes and financial and security agreements for the financing of the Tenant Facilities **("Collateral")** with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Landlord (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

19. **Assignment and Subletting by Tenant.**

(a) Tenant may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of Landlord; provided, however, that Tenant may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets, subject to any financing entity's interest, if any, in this Agreement as set forth in Section 18 above. Upon assignment, Tenant shall be relieved of all future performance, liabilities, and obligations under this Agreement, provided that the assignee assumes all of Tenant's obligations herein. Landlord may assign this Agreement, which assignment may be evidenced by written notice to Tenant within a reasonable period of time thereafter, provided that the assignee assumes all of Landlord's obligations herein, including but not limited to, those set forth in Section 18 ("Fixtures" – Waiver of Landlord's Lien) above. This Agreement shall run with the Property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns. Notwithstanding anything to the contrary contained in this Agreement, Tenant may assign, mortgage, pledge, hypothecate or otherwise transfer without notice or consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Tenant (i) has obligations for borrowing 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.

20. Permits. Landlord acknowledges that following the execution of this Lease, Tenant will be contacting the appropriate local governmental agencies for the purpose of obtaining all building permits and approvals, zoning changes and/or approvals, variances, use permits, and other governmental permits and approvals, collectively called "Permits", necessary for the construction, operations, and maintenance of the Radio Facility. Landlord agrees, from time to time on the request of Tenant, to execute such applications, maps, certificates, or other documents as may be appropriate or required in order to obtain such Permits.

21. Consent. Whenever under the Lease the consent or approval of either party is required or a determination must be made by either party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

22. Debit Security. Landlord covenants and agrees that, at all times during the continuance of this Lease, Tenant shall have the right to mortgage or convey by deed of trust or other instrument adequate for the purpose of securing any bona fide indebtedness of evidence thereof, this Lease or the Leaseholder's interest of the Tenant created hereby, together with all of the Tenant's right, title, and interest in and to the improvements hereinafter constructed, erected, or placed on the Leased Premises by Tenant, provided always that no such mortgage, conveyance, or encumbrance, nor any foreclosure thereof, not any purchase thereunder, shall impair, encumber, or abridge the rights of the Landlords, as provided herein.

23. Fences. During the continuance of this Lease, and in exercising the rights, powers, privileges, and immunities provided hereunder, if requested in writing by Landlord, Tenant shall fence in only that portion of the Leased Premises as is reasonably needed for Tenant's improvements and for the proper and efficient operation and protection of Tenant's and Landlord's communications equipment. Fencing shall be installed only in accordance with plans approved in advance by Landlord. In most cases, Tenant will only fence reasonable areas around Tenant's building. Landlord shall not prohibit Tenant's access to the Leased Premises, for any purposes. If Landlord enters into any lease or agreements on the Land with any future tenants, Landlord will insure that said leases indemnify and save Tenant harmless from all claims arising or alleged to arise from any act or omission of future tenant or tenants.

24. Mechanic's Liens. Tenant shall keep the Leased Premises free and clear of all mechanic's or materialman's liens resulting from construction done by or for Tenant. Where, for any reason, a lien has been filed against the Leased Premises, provided the final judgment is adverse to Tenant, Tenant shall pay the determined amount of lien with all costs, fees and charges, thereby releasing such lien. Tenant shall have the right to contest the validity, nature or amount of any such lien but, and, upon the final

determination of such questions, shall immediately pay any adverse judgment rendered with all proper costs and charges and shall have the lien released at its own expense. If Tenant desires to contest any such lien, then prior to commencing such contest, it will furnish Landlord with a bond, if requested, to secure the payment of such obligation.

25. Title. Landlord warrants and represents that 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. Landlord warrants that: (i) Landlord owns the Land in fee simple and has rights of access thereto; and (ii) Landlord has full right to make and perform this Lease.

26. Hazardous Materials.

(a) As of the Effective Date of this Agreement: (1) Tenant hereby represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Property in violation of any Environmental Law (as defined below), and (2) Landlord hereby represents and warrants that (i) it has no knowledge of the presence of any Hazardous Material located in, on, under, upon or affecting the Property in violation of any Environmental Law; (ii) no notice has been received by or on behalf of Landlord from, and Landlord has no knowledge that notice has been given to any predecessor owner or operator of the Property by, any governmental entity or any person or entity claiming any violation of, or requiring compliance with any Environmental Law for any environmental damage in, on, under, upon or affecting the Property; and (iii) it will not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon, or affecting the Property in violation of any Environmental Law.

(b) Without limitation of Section 10, Landlord and Tenant shall each indemnify, defend and hold the other harmless from and against all Losses arising from (i) any breach of any representation or warranty made in this Section 26 by such party; and/or (ii) environmental conditions or noncompliance with any Environmental Law (as defined below) that result, in the case of Tenant, from operations in or about the Property by Tenant or Tenant's agents, employees or contractors, and in the case of Landlord, from the ownership or control of, or operations in or about, the Property by Landlord or Landlord's predecessors in interest, and their respective agents, employees, contractors, tenants, guests or other parties. The duties described in this Section 26 shall apply as of the Effective Date of this Agreement and survive termination of this Agreement.

(c) ***"Hazardous Material"*** means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental Law, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any Environmental Law.

(d) ***"Environmental Law"*** means any and all federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, rulings, directives or notices of violation, that create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, transportation, generation, manufacture, refinement, handling, production, disposal, or management of any Hazardous Material, or otherwise regulating or providing for the protection of the environment.

27. Memorandum of Lease. Following the execution of this Lease, the parties shall record the Memorandum of Lease and Notice of Restrictions in the form attached hereto as Exhibit C.

28. Condemnation of Premises. Should all or any part of said Premises be taken by any public or quasi public agency or entity under the power of eminent domain during the term of this Lease:

(a) Either Landlord or Tenant may terminate this Lease by giving the other thirty (30) days' written notice of termination.

(b) Any and all damages and compensation awarded or paid because of the taking shall belong to the Landlord, except for amounts paid Tenant for moving expenses or for damage to any personal property or trade fixtures owned by Tenant, loss of business goodwill, and the value of the unexpired term of this Lease.

(c) Should only a portion of said Premises be taken by eminent domain and neither Landlord nor Tenant terminates this Lease, the Monthly Rent thereafter payable under the Lease shall be abated proportionally as to the portion taken which is then not usable by Tenant.

29. Damage or Destruction.

(a) Landlord acknowledges and agrees that it is extremely important that Tenant maintain continuous operation of its Radio Facility on the Leased Premises. Therefore, in the event of any damage to or destruction of the Leased Premises, or any condemnation of them, which renders Tenant's Radio Facility inoperable or unusable, Tenant, as hereinafter provided, shall have the right to terminate this Lease or, in the alternative, (subject to any requirements of law or governmental authority) to construct or install temporary facilities, including temporary or replacement antenna, if necessary, in or about the Leased Premises, or the Land, in such locations as may be reasonably acceptable to Landlord and in a manner which will not interfere with any repair or reconstruction efforts, in order to continue operation of the Radio Facility. Landlord shall allow Tenant to install such additional equipment and fixtures, including antenna(s), cables and wires, and shall permit Tenant such access, repair, and maintenance rights as may be necessary to allow Tenant to operate and maintain such temporary facilities until the Leased Premises have been sufficiently repaired to permit Tenant to use the Radio Facility on the Leased Premises, or until a substitute permanent location acceptable to Landlord and Tenant has been agreed upon, and construction of such substitute permanent facility has been completed. In the event a substitute location is agreed upon, Tenant shall not be required to pay any additional compensation for such new location other than the Rent specified herein. If the Lease is not terminated as provide herein, Landlord, if applicable, agrees to begin repairs as soon as possible and to diligently proceed with such repairs to completion.

(b) If the Leased Premises are repaired, Tenant shall thereafter have the right to construct or install a replacement Radio Facility, including all antenna(s), cables, conduits, poles, wires, and electronic or other equipment, in and on the repaired Premises, in substantially the same location and manner as prior to the occurrence of the damage. It is the intention of the parties hereto that Tenant shall be able to maintain continuous operation and use of the Radio Facility throughout the entire term of this Lease, including all extensions, at the same or substantially the same site where the Leased Premises are currently located.

(c) If Tenant elects to continue operation of the Radio Facility pursuant to this Section 29, this Lease shall not terminate as a result of such damage, destruction or condemnation, but shall continue in effect. 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 Leased Premises or the conditions under which Tenant's temporary or replacement facilities are being used and operated, commencing from the date of damage and continuing during the period of such repair, reconstruction, and restoration. Tenant shall not be entitled to any other compensation or damages from Landlord for loss of use of the Premises or any part thereof, or for any other loss resulting from such damage, repair, reconstruction or restoration.

30. Quiet Possession. Upon Tenant paying the Monthly Rent for the Leased Premises and observing and performing all of the covenants, conditions, and provisions on Tenant's part to be observed

and performed hereunder, Tenant shall have quiet possession of the Leased Premises for the entire term hereof, subject to all of the provisions of the Lease.

31. 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. This Lease shall be governed by the laws of the State of California.

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

LANDLORD:

CITY OF FAIRFIELD, a municipal corporation, a California corporation

By: _____

Its: Mayor

Tax ID#: 94-6000331

Date: 9-4-07

TENANT:

Omnipoint Communications, Inc., a Delaware corporation, d/b/a T-Mobile

By: _____

David Gallacher

Title: Vice President

Date: 7-18-07

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated Sept 4th, 2007, by and between CITY OF FAIRFIELD, a municipal corporation, a California corporation, as Landlord, and Omnipoint Communications Inc., a Delaware corporation, d/b/a T-Mobile, as Tenant.[1]

The Land is described and/or depicted as follows (metes and bounds description):

APN: 167-301-040

A WRITTEN DESCRIPTION OF THE LAND WILL BE PRESENTED HERE OR ATTACHED HERETO

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN AN UNINCORPORATED AREA OF THE CITY OF , COUNTY OF SOLANO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

All that certain real property situated in the County of Solano, State of California, and being all of Block 1, and the Southerly one-half of Market Street and the Westerly 9.34 feet of Bowen Avenue, adjoining said Block 1, as shown on that certain Map entitled: "Map of the Town of Vanden", filed November 8, 1916, in book 3 of Maps, Page 41, Solano County Records and further described as follows:

Beginning at the Southwesterly corner of Block 1, as shown on said Map; thence, from said point of beginning along the Westerly line of said Block 1, and its extension North 0°03' West 593.50 feet to the centerline of Market Street as shown on said Map, said Westerly line of Block 1, also being the Easterly line of Peabody Road (Co. Road No. 118); thence along the centerline of Market Street, North 89° East 209.34 feet to a point in the intersection of Market Street and Bowen Avenue, as shown on said Map; thence on a line parallel to and 9.34 feet Easterly of the East line of said Block 1, South 0°03' East, 446.92 feet to the Northwesterly line of said State Boulevard as shown on said Map, State Boulevard, also known as Vanden Road, (CO. Road No. 186 feet); thence along said Northwesterly line of State Boulevard South 54°57' West, 255.56 feet to the point of beginning.

PARCEL TWO:

All that real property situated in the County of Solano, State of California, and being all of Block A, and Block 4, Excepting Lot 4, and Block 5, Excepting Lot 7 and portions of Bowen Avenue, Blewett Avenue, Grove Avenue and Market Street, as said Blocks and Streets are shown upon that certain Map entitled; Map of the Town of Vanden", filed November 8, 1916, in Book 3 of Maps, at Page 41, Solano County Records and further described as follows: Beginning at the point of intersection of the centerline of Market Street and the Northwesterly line of State Boulevard as shown on said Map, State Boulevard also being known as Vanden Road (Co. Road No. 186); thence from said point of beginning along said Northwesterly line of State Boulevard South 54°57' West, 203.26 feet to the Southeast corner of Lot 7 in Block 5, as shown on said Map; thence North 0° 03' West, 78.37 feet to the Northeast corner of said Lot 7; thence South 89°57' West, 25.00 feet to the Northwest corner of said Lot 7; thence South 0°03 East, 95.88 feet to the Southwest corner of said Lot 7, and a point on the Northwesterly line of State Boulevard; thence along said Northwesterly line of State Boulevard, South 54°57' West, 274.67 feet to the Southeast corner of Lot 4 in Block 4 as shown on said Map; thence North 0°03' West 78.42 feet to the Northeast corner of Lot 4; thence South 89°57' West 25.00 feet to the Northwest corner of Lot 4; thence South 0°03' East, 95.93 feet to the Southwest corner of said Lot 4; and a point on the Northwesterly line of State Boulevard, thence along said Northwesterly line of State Boulevard, South 54°57' West, 141.20 feet to a point in Bowen Avenue as shown on said Map thence on a line parallel to and 9.34 feet along to a point on the centerline of Market Street, thence along said centerline of Market Street, North 89°57' East 638.26 feet to the point of beginning.

PARCEL THREE:

Lot 7, in Block 5, as shown on the Map entitled: "Map of the Town of Vanden, Solano County, CAL", filed in the Office of the Recorder of Solano County, California, on November 8, 1916, in Book 3 of Maps, page 41.

PARCEL FOUR:

Being Lot No. Four (4) in Block Four (4), as said Lot and Block is laid down and delineated on that certain Map entitled: "Map of the Town of Vanden, Solano County, California", which said Map was filed for record in the Office of the County recorder of the County of Solano, State of California, November 8, 1916, and now appears of record therein in Map Block 3, Page 41, Solano County Records.

PARCEL FIVE:

A portion of Section 15, Township 5 North, Range 1 West, Mount Diablo Meridian in the State of California, County of Solano and as described as follows:

Beginning at the intersection of the East line of Peabody Road (aka, Vanden Boulevard, Co. Road Number 118) with the Northwesterly one of Vanden Road (aka State Boulevard, Road Number 186) as shown on that certain map entitled "Map of the Town of Vanden" which map is filed in Book 3 of Maps, Page 41, Solano County Records, said intersection is located at the Southwest corner of Lot 1, Block 1 of said Map of the Town of Vanden; thence North 54°57'00" East, on said Northwesterly line of Vanden Road, 1034.03 feet to the centerline of Market Street as shown on said Map of The Town of Vanden; thence North 89°59'25" East on the Easterly extension of said centerline, 104.50 feet to the Northwesterly line of the Union Pacific Railroad Right of Way; thence South 54°57'00" West on said Northwesterly line 161.68 feet to the aforementioned East line of Peabody Road; thence North 00°00'30" West on said East line, 73.28 feet to the point of beginning.

APN: 0167-301-020, 030, 040, 167-301-050, 060

1

EXHIBIT B

DESCRIPTION OF PREMISES

to the Agreement dated Sept 4th, 2007, by and between CITY OF FAIRFIELD, a municipal corporation, a California corporation, as Landlord and Omnipoint Communications, Inc., a Delaware corporation, d/b/a T-Mobile, as Tenant.

The Premises are described and/or depicted as follows:
a portion of APN: 167-301-040

A DRAWING OF THE PREMISES WILL BE PRESENTED HERE OR ATTACHED HERETO

Notes:

1. Tenant may replace this Exhibit with a survey of the Premises once Tenant receives it.

2. The Premises shall be set back from the Property's boundaries as required by the applicable governmental authorities.

3. The access road's width will be the width required by the applicable governmental authorities, including police and fire departments.

4. Tenant may install up to nine (9) antennas and fifteen (15) coaxial cables. The type, number, mounting positions and locations of antennas and transmission lines are illustrative only. The actual types, numbers, mounting positions and locations may vary from what is shown above.

5. The location of any utility easement is illustrative only. The actual location will be determined by the servicing utility company in compliance with all local laws and regulations.

EXHIBIT B

KEY NOTES:

1. PROPOSED 15'-0"x14'-0" T-MOBILE EQUIPMENT AREA (247 SQ. FT. TOTAL) WITHIN THE (E) TOWER FOOTPRINT - DESIGNED TO MATCH (E) METRO PCS EQUIPMENT ENCLOSURE
2. PROPOSED T-MOBILE PANEL ANTENNAS (3 PER SECTOR, TYP., 3 SECTORS TOTAL) MOUNTED ON A (E) 162'-0" HIGH PSTE TOWER - PAINTED TO MATCH EXISTING METROPCS ANTENNA
3. NOT USED
4. PROPOSED POWER UNDERGROUND ROUTING WITHIN A 5'-0" WIDE UTILITY EASEMENT (APPROX. 250'-0", FROM P.O.C. TO LEASE AREA) - CONDUITS TO BE PLACED ALONGSIDE (E) METRO PCS ROUTING
5. EXISTING TREES, TYP
6. EXISTING CHAIN LINK ACCESS GATE
7. EXISTING UTILITY POLE WITH TRANSFORMER (POWER P.O.C.)
8. EXISTING POWER OVERHEAD ROUTING (TYP.)
9. EXISTING SHRUBS (TYP.)
10. EXISTING LIGHT POLE
11. EXISTING RAILROAD TRACKS
12. EXISTING 162'-0" HIGH PSTE TRANSMISSION TOWER
13. EXISTING METRO PCS EQIPMENT AREA
14. PROPOSED SAFETY AND EMERGENCY SIGNAGE

NOTES:
1. DO NOT SCALE DRAWINGS. ALL DIMENSIONS OF AND BETWEEN EXISTING BUILDINGS/STRUCTURES, OR RELATIVE DISTANCES AS SHOWN BETWEEN EXISTING BUILDINGS/STRUCTURES AND THE TRUE NORTH ARE TO BE CONFIRMED BY THE SURVEYOR.
2. POWER/TELCO ROUTING AND DESIGN ARE PRELIMINARY AND MUST BE VERIFIED WITH LOCAL UTILITY COMPANIES.
3. EQUIPMENT ENCLOSURE SHALL BE DESIGNED TO MATCH THE EXISTING EQUIPMENT ENCLOSURE BY METRO PCS
4. ANTENNAS AND MICROWAVE SHALL BE PAINTED TO MATCH EXISTING METROPCS WIRELESS EQUIPMENT.

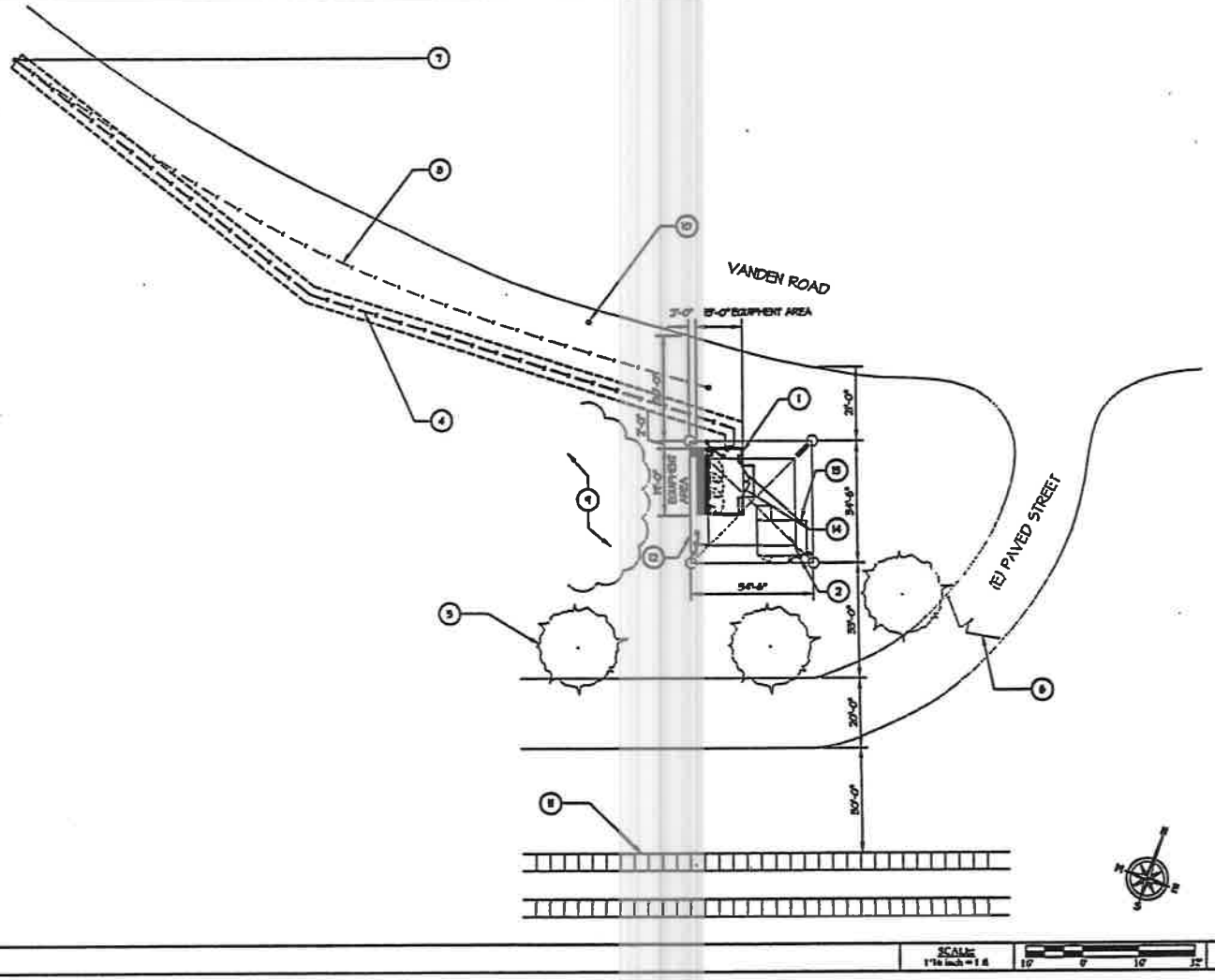

EXHIBIT C

MEMORANDUM OF AGREEMENT

RECORDED AT REQUEST OF, AND
WHEN RECORDED RETURN TO:
City of Fairfield
1000 Webster Street
Fairfield, CA 94533-4883
Attn: Jay Trottier

MEMORANDUM OF AGREEMENT
AND NOTICE OF RESTRICTIONS
APN: 167-301-040

THIS MEMORANDUM OF AGREEMENT is entered into on this 4th day of Sept, 2007, by CITY OF FAIRFIELD, a municipal corporation, a California corporation, with an address at 1000 Webster Street, Fairfield, CA 94533-4883 (hereinafter referred to as ***"Owner"*** or ***"Landlord"***) and Omnipoint Communications Inc., a Delaware corporation, d/b/a T-Mobile (hereinafter referred to as ***"Tenant"***).

1. Owner and Omnipoint Communications Inc., a Delaware corporation, d/b/a T-Mobile, entered into a Communications Site Lease Agreement (***"Agreement"***) dated as of Sept 4th, 2007, effective upon full execution of the parties (***"Effective Date"***) for the purpose of undertaking certain Investigations and Tests and, upon finding the Property appropriate, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The term of tenancy under the Agreement is for ten (10) years commencing on the date the Agreement is fully executed by Landlord and Tenant the (***"Term Commencement Date"***), and terminating on the tenth anniversary of the Commencement Date with two (2) successive five (5) year options to renew.

3. The Land which is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Tenant and all necessary access and utility easements (the ***"Premises"***) are set forth in the Agreement.

In witness whereof, the parties have executed this Memorandum of Agreement and Notice of Restrictions as of the day and year first written above.

LANDLORD:

CITY OF FAIRFIELD, a municipal corporation, California corporation

By: _____

Name: Harry T. Price

Title: Mayor

Date: September 4, 2007

TENANT:

Omnipoint Communications, Inc., a Delaware corporation, d/b/a T-Mobile

By: _____

Name: David Gallacher

Title: Vice President

Date: 9-26-07

EXHIBIT A

DESCRIPTION OF LAND

to the Memorandum of Agreement dated Sept 4th, 2007, by and between CITY OF FAIRFIELD, a municipal corporation, a California corporation, as Landlord, and Omnipoint Communications Inc., a Delaware corporation, d/b/a T-Mobile, as Tenant.

The Land is described and/or depicted as follows (metes and bounds description):

APN: 167-301-040

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN AN UNINCORPORATED AREA OF THE CITY OF , COUNTY OF SOLANO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

All that certain real property situated in the County of Solano, State of California, and being all of Block 1, and the Southerly one-half of Market Street and the Westerly 9.34 feet of Bowen Avenue, adjoining said Block 1, as shown on that certain Map entitled: "Map of the Town of Vanden", filed November 8, 1916, in book 3 of Maps, Page 41, Solano County Records and further described as follows:

Beginning at the Southwesterly corner of Block 1, as shown on said Map; thence, from said point of beginning along the Westerly line of said Block 1, and its extension North 0°03' West 593.50 feet to the centerline of Market Street as shown on said Map, said Westerly line of Block 1, also being the Easterly line of Peabody Road (Co. Road No. 118); thence along the centerline of Market Street, North 89° East 209.34 feet to a point in the intersection of Market Street and Bowen Avenue, as shown on said Map; thence on a line parallel to and 9.34 feet Easterly of the East line of said Block 1, South 0°03' East, 446.92 feet to the Northwesterly line of said State Boulevard as shown on said Map, State Boulevard, also known as Vanden Road, (CO. Road No. 186 feet); thence along said Northwesterly line of State Boulevard South 54°57' West, 255.56 feet to the point of beginning.

PARCEL TWO:

All that real property situated in the County of Solano, State of California, and being all of Block A, and Block 4, Excepting Lot 4, and Block 5, Excepting Lot 7 and portions of Bowen Avenue, Blewett Avenue, Grove Avenue and Market Street, as said Blocks and Streets are shown upon that certain Map entitled; Map of the Town of Vanden", filed November 8, 1916, in Book 3 of Maps, at Page 41, Solano County Records and further described as follows: Beginning at the point of intersection of the centerline of Market Street and the Northwesterly line of State Boulevard as shown on said Map, State Boulevard also being known as Vanden Road (Co. Road No. 186); thence from said point of beginning along said Northwesterly line of State Boulevard South 54°57' West, 203.26 feet to the Southeast corner of Lot 7 in Block 5, as shown on said Map; thence North 0° 03' West, 78.37 feet to the Northeast corner of said Lot 7; thence South 89°57' West, 25.00 feet to the Northwest corner of said Lot 7; thence South 0°03 East, 95.88 feet to the Southwest corner of said Lot 7, and a point on the Northwesterly line of State Boulevard; thence along said Northwesterly line of State Boulevard, South 54°57' West, 274.67 feet to the Southeast corner of Lot 4 in Block 4 as shown on said Map; thence North 0°03' West 78.42 feet to the Northeast corner of Lot 4; thence South 89°57' West 25.00 feet to the Northwest corner of Lot 4; thence South 0°03' East, 95.93 feet to the Southwest corner of said Lot 4; and a point on the Northwesterly line of State Boulevard, thence along said Northwesterly line of State Boulevard, South 54°57' West, 141.20 feet to a point in Bowen Avenue as shown on said Map thence on a line parallel to and 9.34 feet along to a point on the centerline of Market Street, thence along said centerline of Market Street, North 89°57 East 638.26 feet to the point of beginning.

PARCEL THREE:

Lot 7, in Block 5, as shown on the Map entitled: "Map of the Town of Vanden, Solano County, CAL", filed in the Office of the Recorder of Solano County, California, on November 8, 1916, in Book 3 of Maps, page 41.

PARCEL FOUR:

Being Lot No. Four (4) in Block Four (4), as said Lot and Block is laid down and delineated on that certain Map entitled: "Map of the Town of Vanden, Solano County, California", which said Map was filed for record in the Office of the County recorder of the County of Solano, State of California, November 8, 1916, and now appears of record therein in Map Block 3, Page 41, Solano County Records.

PARCEL FIVE:

A portion of Section 15, Township 5 North, Range 1 West, Mount Diablo Meridian in the State of California, County of Solano and as described as follows:

Beginning at the intersection of the East line of Peabody Road (aka, Vanden Boulevard, Co. Road Number 118) with the Northwesterly one of Vanden Road (aka State Boulevard, Road Number 186) as shown on that certain map entitled "Map of the Town of Vanden" which map is filed in Book 3 of Maps, Page 41, Solano County Records, said intersection is located at the Southwest corner of Lot 1, Block 1 of said Map of the Town of Vanden; thence North 54°57'00" East, on said Northwesterly line of Vanden Road, 1034.03 feet to the centerline of Market Street as shown on said Map of The Town of Vanden; thence North 89°59'25" East on the Easterly extension of said centerline, 104.50 feet to the Northwesterly line of the Union Pacific Railroad Right of Way; thence South 54°57'00" West on said Northwesterly line 161.68 feet to the aforementioned East line of Peabody Road; thence North 00°00'30" West on said East line, 73.28 feet to the point of beginning.

APN: 0167-301-020, 030, 040, 167-301-050, 060

STATE OF California

COUNTY OF Solano

On SEPT. 4, 2007, before me, Arletta K. Cortright, Notary Public, personally appeared Harry T. Price, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Arletta K. Cortright (SEAL)
Notary Public

My commission expires: 8/6/08

TGJ1 ARLETTA K. CORTRIGHT COMM. #1505872 NOTARY PUBLIC - CALIFORNIA SOLANO COUNTY My Comm. Expires August 6, 2008 TGJ1

STATE OF _____

COUNTY OF _____

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

WITNESS my hand and official seal.

_____ (SEAL)
Notary Public

My commission expires: _____