

COMMUNICATIONS SITE LICENSE AGREEMENT

THIS COMMUNICATIONS SITE LICENSE AGREEMENT ("License") dated as of 11-01-2002, 2002, ("Effective Date") is between Pacific Bell Wireless, LLC, a Nevada limited liability company, d/b/a Cingular Wireless ("Licensee") whose address is 4420 Rosewood Drive, Building 2, 3rd Floor, Pleasanton, California 94588, and the City of Fresno, a municipal corporation ("Licensor") whose address is c/o City of Fresno, Department of Public Works – Traffic Operations & Parking Division, 2600 Fresno Street, Fresno, CA 93721-3623.

The parties hereto agree as follows:

1. Premises. Licensor owns the real property legally described in Exhibit "A" commonly known as "Fresno City Parking Garage #7", located at the Southwest corner of Inyo and Van Ness Avenues in Fresno, California (Assessor's Parcel Number 468-255-011T & 468-255-015T). Subject to the following terms and conditions, Licensor nonexclusively licenses to Licensee that portion of Licensor's property ("Licensor's Property") depicted in Exhibit "B", including any reasonable easements for access and utilities (the "Premises"). Licensee warrants to Licensor that prior to Licensee's execution hereof, Licensee, by means independent of Licensor or any employee, agent or representative of Licensor, determined, to Licensee's full and complete satisfaction, the acceptability of the Premises to Licensee for such uses as are authorized herein, and that Licensee accepts the Premises in an "AS IS" condition as of the Effective Date.

2. Use. The Premises may be used by Licensee for any lawful activity in connection with the provisions of wireless communications services, including without limitation, the transmission and the reception of radio communication signals on various frequencies and the construction, maintenance and operation of related communications facilities. Licensor agrees, at no expense to Licensor, to cooperate with Licensee, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Licensee's intended use of the Premises, provided Licensor retains its full governmental discretion and the exercise of such is not a breach of this License.

3. Condition Precedent. Performance by Licensee under this License shall be conditioned upon execution of this License by Licensee's authorized representative.

4. Term. The term of this License ("Term") shall be five (5) years commencing with the issuance of a local building permit allowing Licensee to construct its wireless communications facilities on the Premises, or the first day of the month five months after the Effective Date, whichever is earlier ("Commencement Date"). Licensee may have the right to extend the Term of this License for three (3) additional Terms ("Renewal Term") of five (5) years each. Each Renewal Term shall be on the same terms and conditions as set forth herein. This License shall automatically be extended for each successive five (5) year Renewal Term unless Licensee notifies Licensor in writing of Licensee's intention not to extend this License at least thirty (30) days prior to the expiration of the first five year Term or any Renewal Term.

5. Rent. Upon the Commencement Date, Licensee shall pay Licensor, as rent, the sum of Nine thousand and no/100 Dollars (\$9,000.00) ("Rent") per year. Rent shall be payable in advance, to Licensor or Licensor's payee at Licensor's address specified at the beginning of this License. Upon the commencement of each Renewal Term, Rent shall be increased Twelve and one-half percent (12.5%) above the Rent for the previous Term (or Renewal Term).

Licensee shall also pay Licensor, in advance and as additional rent, the sum prescribed in the City of Fresno's Master Fee Schedule published by the Public Works Department for annual permits to park in two parking spaces at Licensor's Property ("Additional Rent"). Licensor shall submit a bill to Licensee for the Additional Rent, annually, to Cingular Wireless, 3851 N. Freeway Blvd., Sacramento, CA 95834, Attn: Network Real Estate or to the address specified in the most recent written notice of any change in address.

If the Commencement Date is other than the first day of a calendar month, Licensee may pay on the first day of the Term the prorated Rent for the remainder of the calendar month in which the Term commences, and thereafter, Licensee shall pay a full month's Rent on the first day of each calendar month, except that payment shall be prorated for the final fractional month of this License, or if this License is terminated before the expiration of any month.

6. Improvements; Access.

(a) Licensee at its sole cost and risk shall have the right (but not the obligation) at any time following the full execution of this License, to enter the Premises for the purpose of making necessary inspections and engineering surveys (and soil tests where applicable) and other reasonably necessary tests (collectively "Tests") to determine the suitability of the Premises for Licensee's Facilities (as defined herein) and for the purpose of preparing for the construction of Licensee's Facilities. During any Tests or pre-construction work, Licensee will have insurance as set forth in Section 12, Insurance, and will indemnify Licensor in accordance with such section, and fully comply with Sections 6(e), 6(f), 6(g) and 16. Licensee will notify Licensor of any proposed Tests or pre-construction work and will coordinate the scheduling of same with Licensor. If Licensee determines that the Premises are unsuitable for Licensee's contemplated use, then Licensee will notify Licensor and this License will terminate as provided in section 9.

(b) Licensee at its sole cost and risk has the right to construct, maintain, install, repair and operate on the Premises radio communications facilities, including but not limited to, radio frequency transmitting and receiving equipment, batteries, utility lines, transmission lines, radio frequency transmitting and receiving antennae and supporting structures and improvements ("Licensee's Facilities") as shown on Exhibit B in accordance with all federal, state and local law requirements. In connection therewith, Licensee has the right to do all work necessary to prepare, add, maintain and alter the Premises for Licensee's communications operations and to install utility lines and transmission lines connecting antennas to transmitters and receivers, provided that Licensee, its agents, independent contractors and employees shall preserve and protect all existing garage facilities and structural integrity adjacent to the Premises to the maximum extent possible consistent with the work required, protect from damage all existing improvements, equipment and facilities on or near the Premises and repair or restore any damage to such improvements, equipment and facilities resulting therefrom. Licensee shall have the right to install any warning signs on or about the Premises required by federal, state or local law. All of Licensee's construction and installation work shall be performed at Licensee's sole cost and expense and in a good and workmanlike manner. Title to Licensee's Facilities and any equipment placed on the Premises by Licensee shall be held by Licensee or its equipment lessors or assigns. All of Licensee's Facilities shall not be considered fixtures. Licensee has the right to remove any or all of Licensee's Facilities at its sole expense on or before the expiration of this License or within sixty (60) days after an early termination of this License.

(c) Licensor shall provide Licensee, Licensee's employees, agents, contractors, subcontractors and assigns with reasonable access to the Premises twenty-four (24) hours a day, seven (7) days a week. Such ingress and egress will be provided at no charge to Licensee upon reasonable notice to Licensor at (559) 621-8800. Licensor represents and warrants that it has full rights of ingress to and egress from the Premises, and hereby grants such rights to Licensee to the extent required to construct, maintain, install and operate Licensee's Facilities on the Premises, and to remove them therefrom. Licensee's exercise of such rights shall not cause undue inconvenience to Licensor. Designated parking and storage of equipment during construction by Licensee shall be designated on Exhibit "B" and shall be compensated to the Licensor, as per current fees ("Additional Rent"). Licensee will be given key access to the Premises and shall comply with Licensor's requirements for keeping the City's parking garage reasonably secure when Licensee, its employees or agents have accessed the Premises after normal City staff working hours and/or the gate is unlocked due to Licensee's access.

(d) Licensee shall have the right to install utilities, at Licensee's expense, and to improve the present utilities on the Premises (including, but not limited to the installation of emergency back-up power, at Licensee's expense). Subject to Licensor's approval of the plans, specifications and equipment placement location, which approval shall not be unreasonably withheld, Licensee shall have the right to place utilities on (or to bring utilities across) Licensor's Property as depicted in Exhibit "B" in order to service the Premises and Licensee's Facilities. These utilities and installation of utilities shall not impact the normal business operation of the garage. Upon Licensee's request and expense, Licensor shall execute recordable easement(s) evidencing this right, subject to local law requirements.

(e) Licensee shall fully and promptly pay for all utilities furnished to the Premises for the use, operation and maintenance of Licensee's Facilities. Licensee shall also indemnify Licensor and hold Licensor and the property of Licensor, including such Premises, free and harmless from all charges for such utilities which shall include the furnishing of gas, water, electricity, telephone service, removal service of Licensee's garbage and rubbish, and other public or private utilities and similar services to Licensee. The preceding sentence shall survive expiration or termination of this License.

(f) Upon the expiration, cancellation or termination of this License, Licensee shall surrender the Premises to Licensor in good condition, less ordinary wear and tear. The improvements placed or erected on such Premises as well as any and all furniture, equipment or other personal property placed in or on such Premises by Licensee shall remain the property of Licensee and within thirty (30) days following the expiration or sooner termination of this License, shall be removed by Licensee at Licensee's sole cost and expense.

(g) Licensee shall keep the Premises free and clear of any and all liens and claims of liens including, but not limited to, liens for labor, services, materials, supplies, or equipment performed on or furnished to such Premises, and if any such liens do attach, Licensee shall promptly cause them to be discharged of record. Failure of Licensee to discharge such liens within thirty (30) days of their attachment shall be cause for Licensor to terminate this License. Nothing in this section shall impose any obligation on Licensee for liens not resulting from Licensee's conduct or activities.

7. Interference with Communications. Licensee's Facilities shall not disturb the communications configurations, equipment and frequency which exist on Licensor's Property on the Effective Date ("Pre-existing Communications"). Licensee's Facilities shall comply with all non-interference rules of the Federal Communications Commission ("FCC") and all Licensee's radio transmission frequencies used at this site shall be between the range of 1850 MHz and 1990 MHz. Any broadcasting equipment installed at Licensee's Facilities that will operate outside the aforementioned range will require approval of the City of Fresno, and may require prior submission of intermodulation studies.

Licensee understands and acknowledges that Licensor's use of Licensor's Property is primary and such use includes, but is not limited to, serving the public as intended for garage purposes, City of Fresno Departments which include but not limited to Fresno Police Department, the Fresno Fire Department, Fresno Public Works Department and the Public Utilities Department. Licensee shall not use or permit its employees or agents to use the Premises in any way which interferes with, or restricts, the daily operations of Licensor. Licensee's Facilities shall not disturb Licensor's communications configurations, equipment and frequency whether existing on Licensor's Property on the Effective Date or thereafter as Licensor shall determine, in its sole discretion, is necessary for its continued operations. In the event that Licensor reasonably determines that Licensee's Facilities are causing interference with Licensor's communications operations, Licensee shall have the responsibility to suspend its communications operations promptly following written notice, notwithstanding Section 17(c) hereof, of interference from Licensor. Prior to resuming communications operations, Licensee shall either substantiate by tests conducted by an independent testing firm that Licensee's Facilities are not causing the interference or cause such modification of Licensee's Facilities as is necessary to correct the interfering condition.

Upon deciding to make any addition or modification to its communications operations on Licensor's Property, Licensor will notify Licensee of its plans and pertinent specifications. Licensee, at its sole cost and expense, shall be responsible for conducting any intermodulation studies to determine if there will be any resulting interference and for modifying Licensee's Facilities to avoid or correct the resulting interfering condition. Licensor will not permit the use of Licensor's Property by any future tenants or licensees of Licensor not present on Licensor's Property as of the Commencement Date in a way which interferes with the communications configurations, equipment and frequency of Licensee existing at the time such future tenants(s) or licensee(s) commences to occupy Licensor's Property.

8. Taxes. Licensee agrees to pay, before delinquency, as and when due, any and all lawful taxes, assessments or charges which, during the life hereof, may be levied by the State, County, City, or other tax-levying body on any part or all of the personal property of Licensee or upon any possessory interest of Licensee in Licensor's Property and the Premises that may arise under this License. (See the following "NOTE".)

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

9. Termination. This License may be terminated on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant, condition, or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default; (ii) by Licensee for any reason or for no reason, provided Licensee delivers sixty (60) days prior written notice of termination to Licensor prior to the Commencement Date; (iii) by Licensee if it does not obtain licenses, permits or other approvals necessary to the construction or operation of Licensee's Facilities; or (iv) by Licensee if Licensee is unable to occupy or utilize the Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of channels or change in frequencies; or (v) by Licensee if Licensee determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including without limitation, signal strength or interference. Upon any termination Licensee shall peacefully and quietly deliver up the Premises to Licensor in original condition less ordinary wear and tear. This provision shall survive the termination of this License.

10. Destruction of Premises. If the Premises or Licensor's Property is destroyed or damaged so as in Licensee's judgment, to hinder its effective use of Licensor's Property, the parties agree to make a good faith effort to identify a temporary site on the Property which in Licensee's sole discretion is equally suitable for Licensee's use. Subject to Licensor's approval of the temporary site location, Licensee may construct, operate, and maintain substitute Licensee's Facilities thereon until Licensee's Facilities are fully restored and operational on the Premises. Rent shall abate in full during any time that Licensee is unable to operate Licensee's Facilities or a temporary site on the Property. Alternatively, Licensee may elect to terminate this License as of the date of the damage or destruction by so notifying Licensor no more than 30 days following the date of damage or destruction. In such event, all rights and obligations of the parties which do not by law or contract survive the termination of this License shall cease as of the date of the damage or destruction.

11. Condemnation. If a condemning authority takes all or a portion of Licensor's Property, which in Licensee's opinion is sufficient to render the Premises unsuitable for Licensee's use, then Licensee may terminate this License as of the date when possession is delivered to the condemning authority. In any condemnation proceeding each party shall be entitled to make a claim against the condemning authority for just compensation (which for Licensee shall include, the value of Licensee's Facilities, moving expenses, prepaid rent, business dislocation expenses, bonus value of the License and any other amounts recoverable under condemnation law). Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain, shall be treated as a taking by a condemning authority.

12. Releases; Indemnity; and Insurance.

(a) Licensee, as a material part of the consideration to be rendered to Licensor under this License, waives all claims against Licensor for damages to Licensee's Facilities and all personal property in, on, or about the Premises, and for injuries to persons in or about the Premises, from any cause arising at any time except to the extent that the damage or injury is a direct result of the sole gross negligence or willful misconduct of Licensor, its officers, officials, employees, agents or volunteers. Licensor shall not be liable to Licensee for any damage by or from any act or negligence of any other occupant of the Premises or any occupant of adjoining or contiguous property. Further, Licensee shall indemnify, hold harmless and defend the Licensor and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the Licensor, the Licensee or any other person, and from any and all claims, demands and actions in law or equity (including attorneys fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of (i) Licensee's use of the Premises, (ii) Licensee's failure to keep the Premises clean and in good condition, or (iii) Licensee's performance of its obligations under this License. The Licensee's obligations under the preceding sentence shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the sole gross negligence or by the willful misconduct of the Licensor, its officers, officials, employees, agents, contractors, or volunteers.

This Paragraph 12(a) shall survive the expiration or termination of this License.

(b) Throughout the life of this License, Licensee shall pay for and maintain in full force and effect with an insurance company(s), admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-/VII" in Bests Insurance Rating Guide or otherwise acceptable to the City Risk Manager, the following policies of insurance:

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

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

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

The above described policies of insurance shall be endorsed to provide an unrestricted 30-day written notice in favor of the Licensor, of policy cancellation, change or reduction of coverage, except for the Workers' Compensation policy which shall provide a 10-day written notice of such cancellation, change or reduction of coverage. Upon issuance by the insurer, broker, or agent of a notice of cancellation, change or reduction in coverage, the Licensee shall file with Licensor a certified copy of the new or renewal policy and certificates for such policy.

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name the City of Fresno, its officers, officials, agents, and employees as an additional insured. Such policy(s) of insurance shall be endorsed so the Licensee's insurance shall be primary and no contribution shall be required of the Licensor. The Licensee shall furnish the Licensor with the certificate(s) and applicable endorsements for ALL required insurance prior to the Effective Date.

Any failure to maintain the required insurance shall be sufficient cause for Licensor to terminate this License, subject to the notice and cure period requirements of Paragraph 9(i).

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

13. Assignment. Licensee may, subject to its obligations then due owing, assign this License or sublicense the Premises at any time without Licensor's consent (i) to any of Licensee's affiliates or parent firms, (ii) to Licensee's successors-in-interest and their affiliates and subsidiaries, (iii) in connection with the sale, exchange, or other transfer of Licensee's FCC authorization for the geographic area in which the Premises are located or substantially all of Licensee's assets in the geographic area where the Premises are located; or (iv) in connection with any financing, loan, security interest, pledge, or mortgage of Licensee's property. Any other assignment or sublicense shall require Licensor's prior written approval, which approval shall not be unreasonably withheld, delayed, or conditioned.

14. Title and Quiet Enjoyment.

(a) Licensor represents and warrants that it has full right, power, and authority to execute this License. Licensor further warrants that Licensee will have nonexclusive use of the Premises during the Term of this License or any Renewal Term.

(b) Licensee, at its sole cost and expense, has the right to obtain a title report or commitment for a title policy from a title insurance company of its choice. If, in the opinion of Licensee, such title report shows any defects of title or any liens or encumbrances which may adversely affect Licensee's use of the Premises, Licensee shall have the right to terminate this License immediately upon written notice to Licensor at any time prior to commencement date.

15. Repairs. Licensee shall not be required to make any repairs to the Premises except for damages to the Premises caused by Licensee, its employees, agents, contractors or subcontractors. Notwithstanding the foregoing, Licensee shall maintain Licensee's Facilities in good repair and will at no time allow same to become a liability to surrounding facilities by virtue of them being in a state of disrepair. Licensor shall retain rights to enter the Premises in order to affectuate necessary repairs to Licensor's utilities necessary for normal garage operations.

16. Environmental.

(a) Definition of "Hazardous Materials". For purposes of this License, the term "Hazardous Materials" shall include, but not be limited to any flammable, corrosive or ignitable material, any explosives, or petroleum by-products, any radioactive materials, waste or substances or any toxic substances and other substances defined as "hazardous substances", "hazardous wastes", "extremely hazardous wastes", "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 USC Section 9601, et seq.; the Toxic Substances Control Act, 15 USC Section 2601, et seq.; Hazardous Materials Transportation Act, 49 USC Section 1801, et seq.; The Resource Conservation and Recovery Act, 42 USC Section 6901, et seq.; and/or in the regulations, compliance and guidance documents promulgated pursuant to such laws and any similar state or local law.

(b) Licensee's Warranty. Licensee shall not bring any Hazardous Materials onto the Lessor's Property or the Premises except for those contained in its back-up power batteries (lead-acid batteries) and common Materials used in telecommunications operations, e.g. cleaning solvents. Licensee represents and warrants that any activity concerning Hazardous Materials on Lessor's Property or the Premises will be done in accordance with all local, state and federal regulations governing the proper use, storage, transportation and disposal of said materials. Licensee shall indemnify, defend, protect and hold Lessor harmless from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs or expenses (including attorneys' fees) arising as a result of any Hazardous Materials which are present within Lessor's Property or the Premises after the date first written above which are the result of the activities of Licensee. Except as provided by applicable law, nothing hereunder shall make Licensee responsible for the clean-up of Hazardous Materials, if any, existing on Lessor's Property or the Premises prior to the date first written above or not resulting from Licensee's activities, provided that Licensee, its employees, agents, or contractors did not directly or indirectly exacerbate such pre-existing conditions or conditions not resulting from Licensee's activities.

(c) Scope of Licensee's Indemnity. Licensee shall employ counsel satisfactory to Lessor or, at Lessor's option, Lessor may retain its own counsel at Licensee's expense, to prosecute, negotiate and defend any claims, actions or causes of action brought against Lessor due to Hazardous Materials on Lessor's Property which are the result of activities of Licensee and this subject to the indemnity provisions of this Section 16. Lessor shall have the right to compromise or settle any such claim, action, or cause of action without admitting actual liability and without Licensee's consent. Licensee shall pay any indebtedness arising under the indemnity to Lessor promptly upon demand by Lessor, accompanied by reasonable documentation thereof, together with interest thereon accruing from the date of Lessor's expenditures or commencement of indebtedness at a rate equal to ten percent (10%) per annum. Licensee's duty to indemnify Lessor under this Section 16 shall survive the expiration or earlier termination of this License.

(d) Lessor's Warranty. Lessor represents that, to the best of Lessor's knowledge, the Premises have not been used for the generation, storage, treatment or disposal of hazardous materials, hazardous substances or hazardous wastes. In addition, Lessor represents that, to the best of Lessor's knowledge, no hazardous materials, hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyls (PCBs), petroleum or other fuels (including crude oil or any fraction or derivative thereof) or underground storage tanks are located on the Premises other than incidental to normal garage operations. Notwithstanding any other provision of this License, Lessor relies upon the representations stated herein as a material inducement for entering into this License.

17. Miscellaneous.

(a) If any provision of the License is invalid or unenforceable with respect to any party, the remainder of this License 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 License shall be valid and enforceable to the fullest extent permitted by law.

(b) This License shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties, once this License has been signed by all parties.

(c) Notices to Licensee shall be in writing and shall be delivered to Cingular Wireless, 3851 N. Freeway Blvd., Sacramento, CA 95834, Attn: Property Manager, with a copy to Cingular Wireless, 6100 Atlantic

Boulevard Norcross, GA 30071, Attn: Network Real Estate. Notices to Licensor shall be in writing and shall be delivered to Licensor, Attn: Lupe M. Sanchez, Jr., to the address given at the beginning of this License, or to the address specified in the most recent written notice of any change in address. Delivery of notices shall be made by hand, U.S. mail return receipt requested or reliable overnight courier. Licensor or Licensee may from time to time designate any other address for this purpose by written notice to the other party. If Licensee is to pay Rent to a payee other than the Licensor, Licensor shall notify Licensee in advance in writing of the payee's name and address.

(d) This License shall be governed under the laws of the State of California. Venue for purposes of the filing of any action regarding enforcement or interpretation of this License and any rights and duties hereunder shall be Fresno County, California.

(e) If either party is required to commence any proceeding or legal action to enforce any term, covenant or condition of this License, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorneys' fees and costs.

(f) Terms and conditions of this License which by their sense and context survive the termination, cancellation or expiration of this License will so survive.

(g) Upon request either party may require that a Memorandum of License be recorded confirming the (i) License commencement, (ii) expiration date of the Term, and (iii) the duration of any Renewal Terms.

(h) Improvements to access roadways and sidewalks, and those Licensee's Facilities not removed by Licensee prior to expiration or within thirty (30) days of an early termination of this License shall become the property of Licensor, free and clear of all liens and encumbrances.

(i) This License constitutes the entire License between the parties, and supersedes all understandings, offers, negotiations and other Licenses concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments, modifications or waivers of any of the terms and conditions of this License must be in writing and executed by both parties. The relationship of Licensee to Licensor is that of independent contractor.

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

LICENSEE: PACIFIC BELL WIRELESS, LLC, a Nevada limited liability company

By: GSM FACILITIES, LLC its sole member

By: CINGULAR WIRELESS LLC, its agent

By: *Kevin Flaherty*
Name: Kevin Flaherty
Title: Director, Network Design –
Cingular / Western Region

Date: 10/16/02

LICENSOR: CITY OF FRESNO, a municipal corporation

By: *John E. Holmes*
Name: John E. Holmes
Title: Interim Public Works Director

Date: 10/31/02

ATTEST:

City Clerk
By: *Cindy Hamby*
Name: Cindy Hamby
Title: Deputy City Clerk

APPROVED AS TO FORM:

City Attorney
By: *Robert Cagle*
Name: Robert Cagle
Title: Deputy City Attorney

EXHIBIT "A"

DESCRIPTION OF LICENSSOR'S PROPERTY

This Exhibit "A" is attached to and made a part of that certain Communications Site License Agreement dated 11-01-2002, 2002, between Pacific Bell Wireless, LLC, a Nevada limited liability company, d/b/a Cingular Wireless ("Licensee") and the City of Fresno, a municipal corporation ("Licensor").

Licensor's Property of which Premises are a part is legally described as follows:

All that real property situated in the City of Fresno, County of Fresno, State of California and being more particularly described as follows:

PARCEL 1:

Lots 17, 18, 19, 20, 21 and 22 in Block 81 of the Town (now City) of Fresno, according to the map thereof recorded in Book 1 Page 2 of Plats, in the office of the County Recorder of said County.

PARCEL 2:

Lots 23 and 24 in Block 81 of the Town (now City) of Fresno, according to the map thereof recorded in Book 1 Page 2 of Plats, in the office of the County Recorder of said County.

PARCEL 3:

Lots 11 through 16, inclusive, and the Southeast 18 feet of Lot 10, in Block 81 of the Town (now City) of Fresno, according to the map thereof recorded in Book 1 Page 2 of Plats, in the office of the County Recorder of said County.

APN: 468-255-011T; and 468-255-015T

EXHIBIT B

DESCRIPTION OF PREMISES

The Premises consist of those areas described/shown below and where Licensee's communications antennae, equipment, cables and utilities occupy Licensor's Property. The Premises and the associated utility connections and access, including easements, ingress, egress, dimensions, and locations as described/shown below, are approximate only and may be adjusted or changed by Licensee at the time of construction to reasonably accommodate sound engineering criteria and the physical features of Licensor's Property.

EXHIBIT "B" CONSISTS OF THE ATTACHED FOUR (4) SHEETS

A final drawing, Site Plan, or copy of a property survey substantially depicting the above will replace this Exhibit "B" when initialed by Licensor.

Notes

1. This Exhibit may be replaced by a land survey or Site Plan of the Premises once it is received by Licensee.
2. Setback of the Premises from the Licensor's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.



NOT TO SCALE.



7 SOUTH ELEVATION
SCALE 1" = 20'-0"



PARTIAL WEST ELEVATION
SCALE 1" = 20'-0"

3851 NORTH FREEWAY BOULEVARD
SACRAMENTO, CALIFORNIA 95834

Peek Site-Com

853 Lincoln Way, Suite 106
Auburn, California 95603
Phone (530) 885-6160
E-Mail info@peaksits.com

This drawing contains information which is the proprietary property of DECDEC. Its unauthorized reuse or duplication of these plans or any information contained herein, without the express written consent,

[illegible]

