PEORIA GROUND LEASE

(New PCS/Cellular Tower)

THIS LEASE entered into as of this 16th day of Feb. 2005, by and between the City of Peoria, Arizona, an Arizona chartered city, acting by and through its Facilities Department ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of P.O. Box 2088, Rancho Cordova, CA 95741-2088 ("Tenant").

Background

A. Landlord is the owner in fee simple of a parcel of land located in the City of Peoria, Maricopa County, State of Arizona, legally described on the attached ***Exhibit A***.

B. Tenant is in the communications business and desires to lease the Premises described below from Landlord and to construct on such Premises a 50 - foot high "Flagless – Flagpole" type tower for use in connection with its communications business.

C. Accordingly, the parties are entering into this Lease on the terms and conditions set forth below.

Agreement

In consideration of the mutual covenants contained in this Lease, the parties agree as follows:

1. Leased Premises. Landlord leases to Tenant and Tenant leases from Landlord the real property legally described on the attached ***Exhibit A*** (the "Land") together with a non-exclusive easement for ingress, egress and utilities over the adjacent real property legally described on the attached ***Exhibit B*** (the "Access Easement"). The Land and the Access Easement are collectively referred to as the "Premises." This Lease is not a franchise pursuant to Peoria City Code § 23-90, nor is it a permit to use the rights-of-way under Peoria City Code § 23-95. Any such franchise or permit must be obtained separately from Landlord. Access to the property for construction and utility feeds will be accomplished from the rear of the property. No access for trenching or construction activities is granted through the fire station property.

2. Term.

a. The initial lease term will be ten (10) years ("Initial Term"), commencing upon the Commencement Date, as defined below. The Initial Term will terminate on the last day of the month in which the tenth annual anniversary of the Commencement Date occurs.

b. This Agreement will automatically renew for three (3) additional five (5) year Term(s) (each five (5) year term shall be defined as the "Extension Term"), upon the same terms and conditions unless either party notifies the other in writing of the intention not to renew this Agreement at least ninety (90) days prior to the expiration of the existing Term.

c. This agreement may be terminated by Tenant upon sixty (60) days prior written notice to Landlord for any reason, so long as Tenant pays Landlord a termination fee equal to six (6) months Rent, at the then current rate, provided, however, that no such termination fee will be payable on account of a termination of this Agreement by Tenant under any one or more of Paragraphs 12 Approvals, 15 Damage or Destruction, or 16 Condemnation.

d. If Landlord determines it necessary to relocate the Communication Facility, Landlord will have the right, subject to the following provisions of this Paragraph, and

exercisable at any time after the first five (5) years of the Initial Term, but only exercisable one time during the Term, and only after providing Tenant with not less than twelve (12) months prior written notice, to relocate the Communication Facility, or any part thereof, to an alternate location (the "Relocation Premises") on Landlord's Property; provided, however, that: (a) all costs and expenses associated with or arising out of such relocation (including, without limitation, costs associated with any required zoning approvals and other Governmental Approvals, costs for Tests of the Relocation Premises, etc.) shall be paid by Landlord; (b) such relocation will be performed exclusively by Tenant or its agents; (c) such relocation will not unreasonably result in any interruption of the communications service of Tenant on Landlord's Property; and (d) such relocation will not impair, or in any manner alter, the quality of communications service provided by Tenant on and from Landlord's Property. Landlord will exercise its relocation right by delivering written notice pursuant to the terms of this Agreement to Tenant. In the notice, Landlord will identify the proposed Relocation Premises on Landlord's property to which Tenant may relocate the Communication Facility. Landlord and Tenant hereby agree that a survey (prepared at the sole cost and expense of Landlord) of the Relocation Premises (including the access and utility easements) will supplement Exhibit 1 hereto and become a part hereof, and the Relocation Premises shall be considered the Premises for all purposes hereunder.

e. If in Tenant's reasonable judgment no suitable Relocation Premises can be found, Landlord may not exercise its relocation right described in this Paragraph and may not relocate or cause the relocation of the Communication Facility; provided, however, that if Landlord is exercising its relocation right described in this Paragraph in order for Landlord to comply with then current laws, rules, regulations or orders applicable to it, and in Tenant's reasonable judgment no suitable Relocation Premises can be found, Tenant shall have the right to terminate this Agreement upon written notice to Landlord, without penalty or further obligation.

3. Rent.

a. Tenant shall pay Landlord as rent for the Premises each year during the term of this Lease the sum of Thirteen Thousand Dollars ($13,000.00) ("Base Rent"). Tenant shall pay Base Rent for the first year on the Commencement Date, and Tenant shall pay Landlord Base Rent annually in advance on each anniversary of the Commencement Date. Base Rent shall be increased each year as described hereafter. The "Commencement Date" is the date 45 days after the date that the Tenant first receives a building permit from the City of Peoria to construct any of the improvements authorized by this agreement.

b. Tenant shall pay Landlord a late payment charge equal to five percent (5%) of the late payment for any payment not paid within thirty (30) days of due date. Any amounts not paid when due shall also bear interest until paid at the lesser of the rate of two percent (2%) per month or the highest rate permitted by law.

c. In addition, upon execution of this Lease by Tenant, Tenant shall pay Landlord the amount of One Thousand Five Hundred Dollars ($1,500) for its reasonable costs and expenses, including legal fees, incurred by Landlord in connection with this Lease.

d. The Base Rent shall be increased annually effective as of each anniversary of the Commencement Date by an amount equal to four percent (4%).

e. If this Lease is terminated at a time other than on the last day of the month, Rent shall be prorated as of the date of termination and, in the event of termination for any reason other than Tenant default, all prepaid Rents shall be refunded to the Tenant.

f. Base Rent, Additional Rent, and all other consideration to be paid or provided by Tenant to Landlord shall constitute Rent and shall be paid or provided without offset.

4. Use of Premises. Tenant shall use the Premises for the construction and operation of a communications tower and for no other purpose. Tenant shall, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use, operation, maintenance, construction and/or installation of the Premises.

5. Tenant Improvements, Plans, Bonds.

a. (1) Tenant may improve the Premises by constructing a communications tower and ancillary support facilities and structures (collectively, "Tower") on the Premises. Prior to commencing construction, Tenant shall submit plans and specifications for all improvements to Landlord for Landlord's written approval, such approval not to be unreasonably withheld, and in no event delayed beyond thirty (30) days). After Landlord's (i) failure to respond in writing to Tenant's proposed Plans within thirty (30) days of their receipt; or (ii) failure to provide a written response within thirty (30) days of receipt of Plans revised by Tenant after comment from Landlord in accordance with this paragraph, the Plans will be deemed approved. No improvement, construction, installation or alteration shall be commenced until plans for such work have been approved by the Landlord and all necessary permits have been properly issued.

(2) Such plans shall include: Fully dimensioned site plans that are drawn to scale and show (i) the proposed location of the antennas, equipment shelter, driveway and parking areas, (ii) the proposed changes in the landscape, (iii) the proposed type and height of fencing, (iv) the proposed color of all structures, including fencing, (v) the proposed type of construction material for all structures, including fencing, and any other details that the Landlord may request.

(3) Prior to commencing construction, Tenant shall also provide Landlord with the name of the contractor that will be constructing the improvements. The contractor is subject to the prior written approval of Landlord, such approval not to be unreasonably withheld. All improvements shall be constructed in a workmanlike manner without the attachment of any liens to the Premises and shall be completed in compliance with all applicable laws, rules, ordinances and regulations.

(4) No improvements or modifications to the Tower shall be made without the Landlord's consent. Moreover, any such improvements or modifications are subject to the conditions set forth in ***§§ 5.a.(1), (2) and (3)*** above.

b. (1) The Tower shall remain the property of Tenant and Tenant shall, at Landlord's request, remove the Tower upon termination of the Lease. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the Premises, including use of the Premises by Landlord or any of Landlord's assignees or lessees. If, however, Tenant requests permission not to remove all or a portion of the improvements, and Landlord consents to such non-removal, title to the affected improvements shall thereupon transfer to Landlord and the same thereafter shall be the sole and entire property of Landlord, and Tenant shall be relieved of its duty to otherwise

remove same. All other alterations, improvements and structures located or constructed on the Premises (except for movable equipment and trade fixtures), shall become the property of Landlord upon termination of the Lease, except that Landlord may, by written notice to Tenant, require Tenant to remove all such improvements upon termination of the Lease. Footings, foundations and concrete will be removed to a depth of one (1) foot below grade. Any personal property, equipment or other improvements which are not removed prior to the termination of this Lease shall become the property of Landlord, at Landlord's option.

(2) Upon removal of the improvements (or portions thereof) as provided above in ***§ 5.b.(1)***, Tenant shall restore the affected area of the Premises to the reasonable satisfaction of Landlord.

(3) All costs and expenses for the removal and restoration to be performed by Tenant pursuant to ***§§ 5.b.(1) and (2)*** above shall be borne by Tenant, and Tenant shall hold Landlord harmless from any portion thereof.

c. Tenant shall, prior to commencing any construction on the Premises, post a payment bond in form and with a surety company reasonably acceptable to Landlord, assuring that the improvements will be constructed without the attachment of any construction liens.

d. Tenant shall annually post a bond (or, at Tenant's option, a letter of credit) from a surety or bank reasonably acceptable to Landlord, and in an amount reasonably deemed necessary by Landlord, to assure that the funds will be available at the termination of the Lease for removal of the Tower.

6. Net Lease. Landlord shall not be required to make any expenditures of any kind in connection with this Lease or to make any repairs or improvements to the Premises. The parties agree that this is a net Lease intended to assure Landlord the rent reserved on an absolute net basis. In addition to the Rent reserved above, Tenant shall pay to the parties entitled thereto all taxes, assessments, insurance premiums, maintenance charges, and any other charges, costs and expenses against the Premises which may be contemplated under any provisions of this Lease.

7. Signs/Graffiti. Tenant may place signs on the Premises subject to applicable governmental regulations; however, Tenant shall first obtain the Landlord's written consent to design, size and location. Landlord at any time may enter the Premises and undertake any activities necessary to abate or remove graffiti located therein.

8. Maintenance. Tenant shall, at its own expense, maintain the Premises and all improvements, equipment and other personal property on the Premises in good working order, condition and repair. Tenant shall keep the Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference.

9. Access. Upon ten (10) business days prior written notice to Tenant, Tenant shall escort Landlord and its agents upon the demised Premises to ascertain and determine that the provisions of this Lease are being complied with and fulfilled and to show the said demised Premises to prospective tenants or purchasers. Landlord, and/or its agents or employees shall not enter the demised Premises for any reason or under any circumstances without valid notice and without the presence of Tenant or its authorized representative. In the event of a violation of this provision, Tenant hereby reserves the right to exercise any and all rights and remedies available to it under law and equity.

10. Utilities. Tenant shall be responsible for obtaining any utility service to the Premises that it desires. Tenant shall pay when due all charges for utilities to the Premises during the term of the Lease.

11. License Fees. Tenant shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and/or permits required for or occasioned by Tenant's use of the Premises.

12. Governmental Approvals. This Lease is contingent upon Tenant's obtaining all necessary governmental approvals, permits or licenses that Tenant may deem necessary. This contingency shall be deemed waived 30 days after the date of this Lease unless Tenant provides Landlord written notice within the thirty (30) day period that it is terminating the Lease in light of its inability to obtain necessary approvals.

13. Default and Landlord's Remedies.

a. It shall be a default if Tenant defaults in the payment or provision of Rent or any other sums to Landlord when due, and does not cure such default within thirty (30) days after receipt of written notice from Landlord to Tenant; or if Tenant defaults in the performance of any other covenant or condition of this Lease and does not cure such other default within thirty (30) days after written notice from Landlord specifying the default complained of; or if Tenant abandons or vacates the Premises.

b. In the event of a default, Landlord shall have the right, at its option, in addition to and not exclusive of any other remedy Landlord may have by operation of law, without any further demand or notice, to re-enter the Premises and eject all persons therefrom, and either (a) declare this Lease at an end, in which event Tenant shall immediately remove the Tower (and proceed as set forth in paragraph 5b) and pay Landlord a sum of money equal to twelve (12) months Base Rent at the then current rate. , or (b) without terminating this Lease, relet the Premises, or any part thereof, for the account of Tenant upon such terms and conditions as Landlord may deem advisable, and any monies received from such reletting shall be applied first to the expenses of such reletting and collection, including reasonable attorneys' fees, any real estate commissions paid, and thereafter toward payment of all sums due or to become due Landlord hereunder.

c. No re-entry and taking of possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease, regardless of the extent of renovations and alterations by Landlord, unless a written notice of such intention is given to Tenant by Landlord. Notwithstanding any reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

d. If suit shall be brought by Landlord for recovery of possession of the Premises, for the recovery of any rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant, the Tenant shall pay to the Landlord all expenses incurred therefor, including reasonable attorney fees.

14. Cure by Landlord. In the event of any default of this Lease by Tenant, the Landlord may at any time, after notice, cure the default for the account of and at the expense of the Tenant. If Landlord is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fees in instituting, prosecuting or defending any action to enforce the Landlord's rights under this Lease, the sums so paid by Landlord, with all interest, costs and

damages shall be deemed to be Additional Rental and shall be due from the Tenant to Landlord on the first day of the month following the incurring of the respective expenses.

15. Damage or Destruction. If the tower or any portion of the tower is destroyed or damaged so as to materially hinder effective use of the tower through no fault or negligence of Tenant, Tenant may elect to terminate this Lease upon thirty (30) days' written notice to Landlord. In such event, Tenant shall promptly remove the Tower from the Premises and the parties shall proceed as set forth in ***§ 5.b*** above. This Lease (and Tenant's obligation to pay rent) shall terminate upon Tenant's fulfillment of the obligations set forth in the preceding sentence, at which termination Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. Landlord shall have no obligation to repair any damage to any portion of the Premises.

16. Condemnation. In the event the Premises are taken by eminent domain, this Lease shall terminate as of the date title to the Premises vests in the condemning authority. In the event a portion of the Premises is taken by eminent domain so as to materially hinder effective use of the Premises by Tenant, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days' written notice to the other party. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the reward paid for the taking and the Landlord shall receive full amount of such award. Tenant shall hereby expressly waive any right or claim to any portion thereof although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Premises, shall belong to Landlord, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant on account of any and all damage to Tenant's business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property, and leasehold improvements.

17. Indemnity and Insurance.

a. Landlord shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Tenant's construction, maintenance, repair, use, operation, condition or dismantling of the Premises.

b. Tenant shall, at its sole cost and expense, indemnify and hold harmless Landlord and all associated, affiliated, allied and subsidiary entities of Landlord, now existing or hereinafter created, and their respective officers, boards, commissions, employees, agents, attorneys, and contractors (hereinafter referred to as "Indemnitees"), from and against:

(1) Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act or omission of Tenant, its personnel, employees, agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, installation, operation, maintenance, use or condition of the Premises or the Tenant's failure to comply with any federal, state or local statute, ordinance or regulation.

(2) Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by or asserted against the Indemnitees by reason of any claim or lien arising out of work, labor, materials or supplies provided or supplied to Tenant, its contractors or subcontractors, for the installation, construction, operation, maintenance or use of the Premises and, upon the written request of Landlord, Tenant shall cause such claim or lien covering Landlord's property to be discharged or bonded within thirty (30) days following such request.

(3) Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any financing or securities offering by Tenant or its affiliates for violations of the common law or any laws, statutes, or regulations of the State of Arizona or United States, including those of the Federal Securities and Exchange Commission, whether by Tenant or otherwise.

c. Tenant undertakes and assumes for its officers, agents, affiliates, contractors and subcontractors and employees (collectively "Tenant" for the purpose of this section), all risk of dangerous conditions, if any, on or about the Premises, and Tenant hereby agrees to indemnify and hold harmless the Indemnitees against and from any claim asserted or liability imposed upon the Indemnitees for personal injury or property damage to any person (other than from Indemnitee's gross negligence) arising out of the Tenant's installation, operation, maintenance, condition or use of the Premises or Tenant's failure to comply with any federal, state or local statute, ordinance or regulation. Landlord hereby agrees to indemnify and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly out of the actions or failure to act of Landlord and/or the Indemnitees.

d. In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, Tenant shall, upon notice from any of the Indemnitees, at Tenant's sole cost and expense, resist and defend the same with legal counsel mutually selected by Tenant and Landlord; provided however, that Tenant shall not admit liability in any such matter on behalf of the Indemnitees without the written consent of Landlord and provided further that Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of Tenant.

e. During the term of the Lease, Tenant shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:

(1) Worker's compensation insurance meeting applicable statutory requirements and employer's liability insurance with minimum limits of One Hundred Thousand Dollars ($100,000) for each accident.

(2) commercial general liability insurance with minimum limits of two million five hundred thousand dollars ($2,500,000) as the combined single limit for each occurrence of bodily injury, personal injury and property damage. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, independent contractor's liability; coverage for

property damage from perils of explosion, collapse or damage to underground utilities, commonly known as "XCU" coverage.

(3) Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Tenant, its employees and agents, with personal protection insurance and property protection insurance to comply with the provisions of state law with minimum limits of Two Million Dollars ($2,000,000) as the combined single limit for each occurrence for bodily injury and property damage.

(4) At the start of and during the period of any construction, builders all-risk insurance, together with an installation floater or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of the Tower. Upon completion of the installation of the Tower, Tenant shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on the Premises. The amount of insurance at all times shall be representative of the insurable values installed or constructed.

(5) Business interruption insurance coverage in an amount sufficient to cover such loss of revenues, for the period of time which it would take, under normal circumstances, to repair or replace that part(s) of the Premises which is damaged and caused the loss of revenue.

(6) All policies other than those for Worker's Compensation shall be written on an occurrence and not on a claims-made basis.

(7) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

f. All liability policies, shall name Landlord and subsidiary entities of Landlord, now existing or hereafter created, and their respective officers, boards, commissions, employees, as their respective interests may appear as additional insureds (herein referred to as the "Additional Insureds"). Each policy which is to be endorsed to add Additional Insureds hereunder, shall contain cross-liability wording, as follows:

> "In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."

g. Certificates of insurance for each insurance policy required to be obtained by Tenant in compliance with this paragraph, shall be filed and maintained with Landlord annually during the term of the Lease. Tenant shall immediately advise Landlord of any claim or litigation that may result in liability to Landlord.

h. All insurance policies maintained pursuant to this Lease shall contain the following endorsement:

> "At least thirty (30) days prior written notice shall be given to Landlord by the insurer of any intention to cancel, materially alter same, such notice shall be given by regular mail to all Additional Insured.

i. All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of Arizona or surplus line carriers on the Arizona Department of Insurance's approved list of companies qualified to do business in the State of

Arizona. All insurance carriers and surplus line carriers shall be rated A-VII or better by A.M. Best Company.

j. Tenant agrees to indemnify and save harmless Landlord, the Indemnitees and Additional Insureds from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Lease.

k. Tenant shall require that each and every one of its contractors and their subcontractors who perform work on the Premises to carry, in full force and effect, workers' compensation, comprehensive public liability and automobile liability insurance coverages of the type which Tenant is required to obtain under the terms of this paragraph with appropriate limits of insurance.

18. Hazardous Substance Indemnification. Tenant represents and warrants that its use of the Premises herein will not generate any hazardous substance, and it will not store or dispose on the Premises nor transport to or over the Premises any hazardous substance. Tenant further agrees to hold Landlord harmless from and indemnify Landlord against any release of any such hazardous substance and any damage, loss, or expense or liability resulting from such release including reasonable attorneys' fees, costs and penalties incurred as a result thereof except any release caused by the negligence or willful misconduct of Landlord, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

19. Holding Over. Any holding over after the expiration of the term hereof, with the consent of the Landlord, shall be construed to be a tenancy from month to month at one hundred fifty percent (150%) of the rents herein specified (prorated on a monthly basis) and shall otherwise be for the term and on the conditions herein specified, so far as applicable.

20. Subordination to Mortgage. Any mortgage or deed of trust now or subsequently placed upon any property of which the Premises are a part shall be deemed to be prior in time and senior to the rights of the Tenant under this Lease. Tenant subordinates all of its interest in the leasehold estate created by this Lease to the lien of any such mortgage or deed of trust. Tenant shall, at Landlord's request, execute any additional documents necessary to indicate this subordination.

21. Acceptance of Premises. By taking possession of the Premises, Tenant accepts the Premises in the condition existing as of the Commencement Date. Landlord makes no representation or warranty with respect to the condition of the Premises and Landlord shall not be liable for any latent or patent defect in the Premises.

22. Estoppel Certificate. Tenant shall, at any time and from time to time upon not less than ten (10) business days prior request by Landlord, deliver to Landlord a statement in writing certifying that (a) the Lease is unmodified and in full force (or if there have been modifications, that the Lease is in full force as modified and identifying the modifications); (b) the dates to which rent and other charges have been paid; (c) so far as the person making the

certificate knows, Landlord is not in default under any provisions of the Lease; and (d) such other matters as Landlord may reasonably request.

23. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested; to the following addresses:

If to Landlord, to:

City of Peoria, Arizona
Facilities Manager
8401 W. Monroe St.
Peoria, AZ 85345

With a copy to:

City of Peoria, Arizona
City Attorney's Office
8401 W. Monroe St.
Peoria, AZ 85345

If to Tenant, to:

Cingular Wireless Lease Administration

c/o Wireless Asset Management

RE: Cingular Cell Site #PHNXAZP344 Peoria Fire Station #4

P.O. Box 2088

Rancho Cordova, CA 95741-2088

With a copy to:

Cingular Wireless

ATTN: Legal Department

RE: Cingular Cell Site #PHNXAZP344 Peoria Fire Station #4

150 Mt. Airy Road

Basking Ridge, NJ 07920

24. Assignment and Subletting. Subject to the provisions of Section 6, Tenant shall not assign this Lease in whole or in part, or sublet all or any part of the Premises without the Landlord's prior written consent.

a. Consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity of such consent to any subsequent assignment or subletting. This prohibition against any assignment or subletting shall be construed to include a prohibition against any subletting or assignment by operation of law. If this Lease is assigned, or if the Premises or any part thereof is sublet or occupied by anyone other than Tenant, Landlord may collect rent from the assignee, subtenant or occupant and apply the net amount collected to the rent and other obligations of Tenant hereunder reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver or release of Tenant from the further performance by Tenant

of the covenants on the part of Tenant hereunder contained. Notwithstanding any assignment or sublease, Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease. Notwithstanding the foregoing, Tenant may assign, sell or transfer its interest under this Lease without the approval or consent of Landlord, to the Tenant's principal, affiliates or Cingular Wireless. Tenant may not otherwise assign this Lease without Landlord's consent.

b. Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code, 11 USC sections 101, et seq., shall be deemed without further act to have assumed all of the obligations of Tenant arising under this Lease on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Landlord an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to Landlord, shall be the exclusive property of Landlord, and shall not constitute property of the Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any monies or other considerations constituting Landlord' s property under the preceding sentence not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and be promptly paid to Landlord.

25. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, successors and assigns.

26. Non-Waiver. Failure of Landlord to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but Landlord shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Tenant to Landlord after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

27. Taxes.

a. Tenant shall pay all real and personal property taxes (or payments in lieu of taxes) and assessments for the Premises, if any, which become due and payable during the term of this Lease. All such payments shall be made, and evidence of all such payments shall be provided to Landlord, at least ten (10) days prior to the delinquency date of the payment. Tenant shall pay all taxes on its personal property on the Premises.

b. Tenant shall indemnify Landlord from any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against Tenant in relation to the taxes owed or assessed on the Premises.

c. If the methods of taxation in effect at the Commencement Date of the Lease are altered so that in lieu of or as a substitute for any portion of the property taxes and special assessments now imposed on property there is imposed a tax upon or against the rentals payable by Tenant to Landlord, Tenant shall pay those amounts in the same manner as provided for the payment of real and personal property taxes.

28. Miscellaneous.

a. Landlord and Tenant represent that each, respectively, has full right, power, and authority to execute this Lease.

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

c. This Lease shall be construed in accordance with the laws of the State of Arizona.

d. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

e. This lease will be recorded within ten (10) days of its final execution by the landlord, and all amendments thereto shall also be recorded.

[Remainder of page intentionally left blank]

This Lease was executed as of the date first set forth above.

LANDLORD:

CITY OF PEORIA, ARIZONA, an Arizona chartered city

By: Terrence L. Ellis

Terrence L. Ellis, City Manager

Attest:

By: Meredith Hunter for

Mary JoKief, City Clerk

Approved as to form:

By: [signature]

Stephen M. Kemp, City Attorney

TENANT:

New Cingular Wireless PCS, LLC, a Delaware limited liability company

By: S E Casey

Print Name Steven Casey

Its: Executive Director

Date: 1/31/05

L CON 02205

EXHIBIT A

LEGAL DESCRIPTION OF LAND

A parcel of land situated in the Southwest Quarter of Section twenty-eight (28), Township three (3) North, Range one (1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows; Commencing at the Southwest corner of said section 28; thence North 00 Degrees 29 minutes 24 second West along the West line of said Section 28, a distance of 55.02 feet to a point on the Northerly right of way line of Olive Avenue and the true point of beginning; thence continuing North 00 degrees 29 minutes 25 seconds West along said West line, a distances of 99.99 feet to a point on the Easterly line of the New River Channel as described at the recording number 88-189368, thence North 49 degrees, 37 minutes 00 seconds East along said easterly line, a distance of 320.00 feet to an angle point; thence North 37 degrees 0L minutes 28 seconds East along said Easterly line a distance of 16.46 feet to a point; thence South 0L degrees 57 minutes 19 second East a distance of 311.63 feet to a point on the Northerly right of way line of Olive Avenue; thence South 88 degrees 02 minutes 41 seconds West along said Northerly line, parallel to and 55.00 feet distance from the South line of said Section 28, a distance of 263.59 feet to the true point of beginning.

L CON 02205

EXHIBIT B

LEGAL DESCRIPTION OF EASEMENT

ACCESS EASEMENT DESCRIPTION:

AN ACCESS EASEMENT OVER A PORTION OF THE WOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, THE CENTERLINE OF SAID EASEMENT BEING DESCRIBED AS FOLLOWS;

COMMENCE AT A FOUND REBAR WITH CAP #14177 MARKING THE INTERSECTION OF THE WEST LINE OF SAID SOUTHWEST QUARTEWR AND SOUTHEASTERLY LINE OF THE NEW RIVER CHANNEL AS SHOWN ON A SURVEY RECORDED IN BOOK 418, PAGE 7, RECORDS OF MARICOPA COUNTY, ARIZONA ; THENCE NORTH 49 DEGREES 37 MINUTES 00 SECONDS EAST, ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 320.06 (MEASURED) TO A FOUND REBAR WITH CAP #14177. FEET TO A POINT; THENCE NORTH 37 DEGREES 01 MINUTES 28 SECOND EAST ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 14.52 FEET TO A POINT ON THE NORTHERLY PROLONGATION OF THE WEST FACE OF A MASONRY WALL; THENCE SOUTH 00 DEGREES 56 MINUTES 04 SECONDS WEST, ALONG SAID WALL AND THE PROLONGATION THEREOF, A DISTANCER OF 26.74 FEET TO A POINT; THENCE DEPARTING DAIS WALL, NORTH 89 DEGREES 03 MINUTES 56 SECONDS WEST, A DISTNACE OF 4.00 FEET TO THE POINT OF BEGINNING OF AN 8.00 FOOT WIDE ACCESS EASEMENT;

THENCE SOUTH 00 DEGREES 56 MINUTES 04 SECONDS WEST, A DISTANCE OF 92.66 FEET TO A POINT;

THENCE SOUTH 47 DEGREES 18 MINUTES 12 SECONDS WEST, A DISTANCE OF 10.68 FEET TO THE POINT OF TERMINATION OF SAID 8.00 FOOT WIDE ACCESS EASEMENT AND THE POINT OF BEGINNING OF THE CENTERLINE OF A 12.00 FOOT WIDE ACCESS EASEMNET;

THENCE SOUTH 35 DEGREES 34 MINUTES 27 SECONDS WEST, A DISTNACE OF 46.67 FEET TO A POINT;

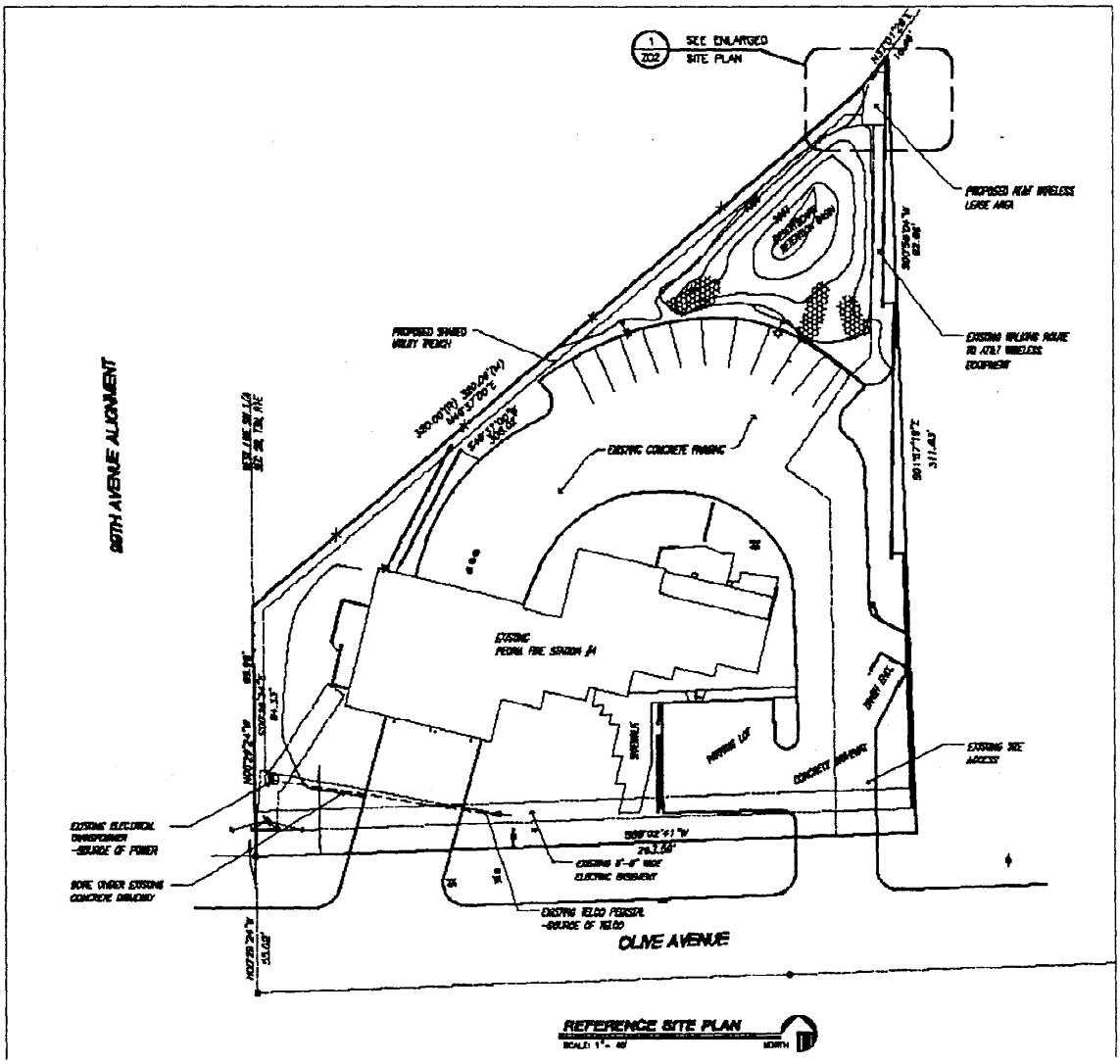
THENCE SOUTH 54 DEGREES 25 MINUTES 33 SECONDS EAST, A DISTNACE OF 21.93 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 56 MINUTES 27 SECONDS EAST A DISTANCE OF 134.55 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE ON THE NORTH RIGHT OF WAY LINE OF OLIVE AVENNUE.

THE LIMITS OF SAID DESCRIBED EASEMENT SHALL BE EXTENDED AND/OR SHORTENED AT ANGLE POINTS, POINTS OF CURVATURE, POINT OF TANGENCY, POINT OF BEGINNING AND POINTS OF TERMINATION AS TO PROVIDE CONTINUOUS SPECIFIED WIDTH THROUGHOUT.

END LEGAL DESCRIPTION ACCESS EASEMENT**EXHIBIT B-1**

Reference Site Plan



L CON 02205

EXHIBIT B-2
Enlarged Site Plan

L 660 02205

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

CC: _____
Amend No. _____

Date Prepared: February 2, 2005 **Council Meeting Date: February 15, 2005**

TO: **Terry Ellis, City Manager**

FROM: **Neil Mann, Public Works Director**

PREPARED BY: **Walt Begley, Facilities and Transit Manager**

SUBJECT: Authorization to enter into a ten year ground lease agreement with New Cingular Wireless PCS, LLC for the construction and placement of a single monopole cell tower and associated equipment at Fire Station 194.

RECOMMENDATION:

That the Mayor and Council authorize the City Manger to enter into a ten year ground lease agreement with New Cingular Wireless PCS, LLC, for the construction and placement of a single monopole cell tower and associated equipment at Fire Station 194.

SUMMARY:
New Cingular Wireless has approached the City asking for use of a small portion of the Fire Station 194 site to place a fifty foot monopole and associated equipment. As a result through the combined efforts of Public Works, Finance, Fire Department, and City Attorney's office a ground lease has been negotiated. In exchange for allowing New Cingular Wireless to construct a monopole facility on the Fire Station site, the City will receive an annual payment in the amount of $13,000.00 with a 4% increase per year. This agreement can be extended for three five year increments. In addition, the City will receive a one time payment in the amount of $1,500.00 to cover the costs of any expenses and legal fees associated with the lease.

The monopole will be located to the rear of the Fire Station site and will overlook New River to the north. The pole will have no attachments on the outside of the pole and is not adjacent to any developed residential lots.

ATTACHMENT: Proposed Lease (A03-079)

CITY CLERK USE ONLY:
o Consent Agenda
o Carry Over to Date:_____
o Approved
o Unfinished Business (Date heard previous:_____)
o New Business

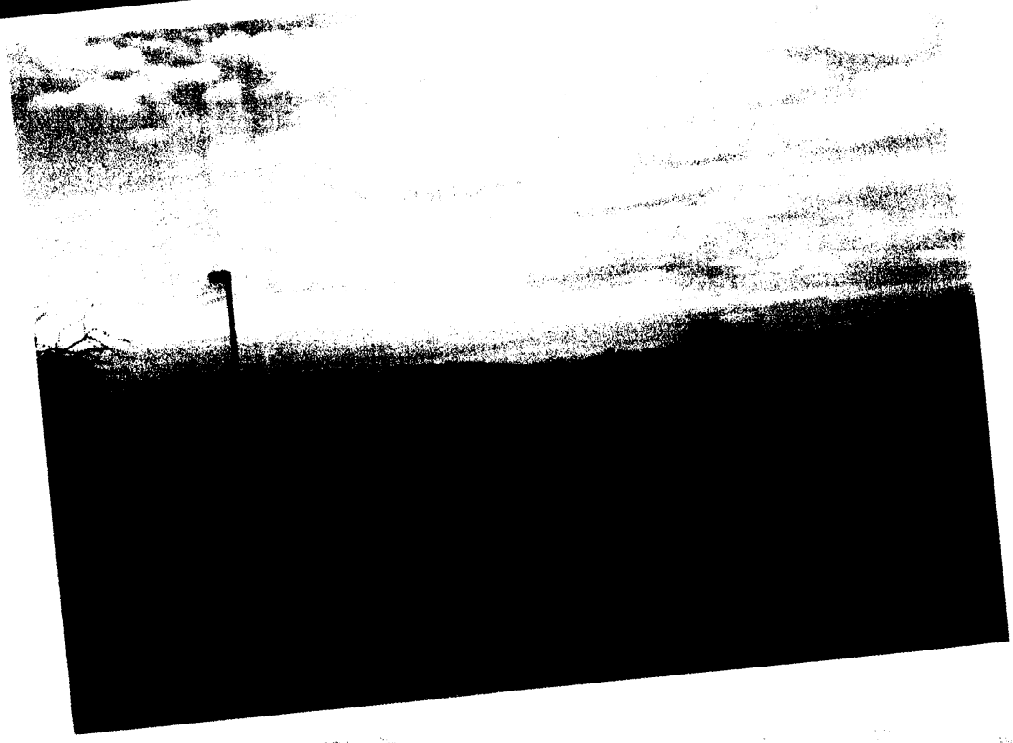
ORD. #_____ RES. #
LCON#_____ LIC. #
Action Date:

REV. 10/99

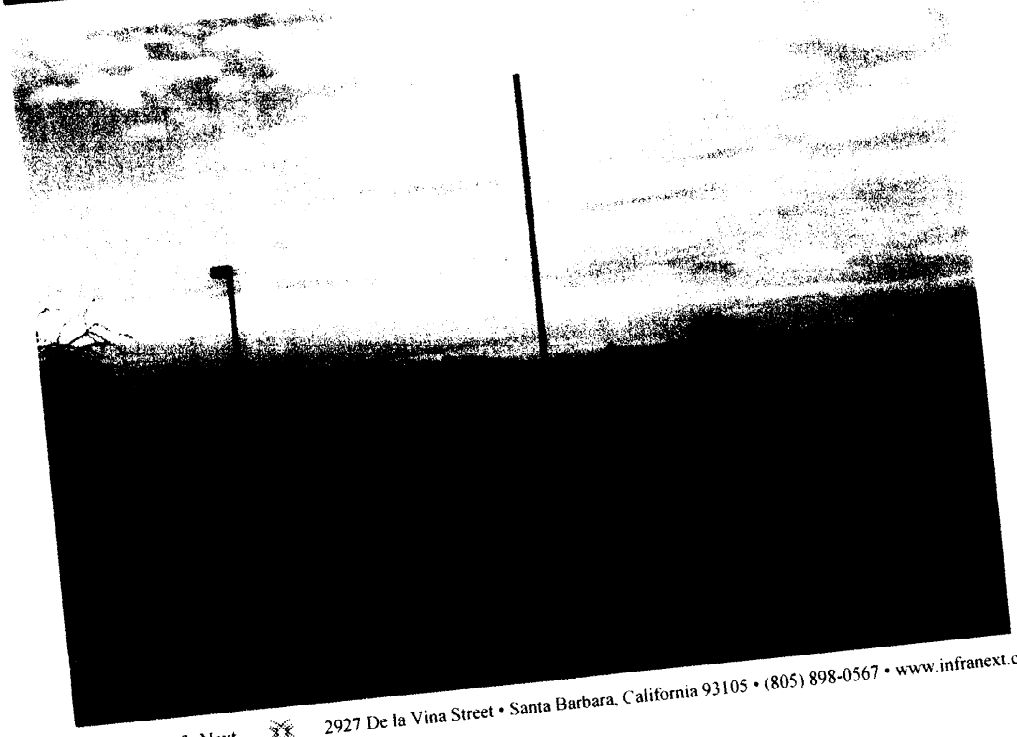
Proposed AT&T Wireless Telecommunications Facility

[illegible] 99th Ave. Olive Ave.

Before



After



Photographic simulation prepared by InfraNext

INFRANEXT 2927 De la Vina Street • Santa Barbara, California 93105 • (805) 898-0567 • www.infranext.com

TOWER / STRUCTURE / EQUIPMENT REMOVAL BOND

Location of tower/structure/equipment:
8401 W. Monroe Street
Peoria, AZ 85345
Site: PHNXAZP344 Fire Station #4

Bond Number: 022017009

KNOW ALL MEN BY THESE PRESENTS:

THAT **New Cingular Wireless PCS, LLC, P.O. Box 2088, Rancho Cordova, CA 95741**, as Principal, and **Liberty Mutual Insurance Company**, a corporation duly organized under the laws of the State of **Massachusetts** as Surety, are held and firmly bound unto **City of Peoria, 8401 W. Monroe Street, Peoria, AZ 85345**, as Obligee, the penal sum of **Twenty Five Thousand and no/100 Dollars ($25,000.00)** for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, the liability of the surety being limited to the penal sum of this bond regardless of the number of years the bond is in effect.

WHEREAS, the Principal has entered into a written agreement with the property owner for the placement of a tower, structure or equipment furnishing telephone, television or other electronic media service, which agreement sets forth the terms and conditions which govern the use of such towers, structures or equipment and which agreement is hereby specifically referred to and made part hereof, and

WHEREAS, the **City of Peoria** (city/county), ordinance and/or the property owner, requires the submission of a bond guaranteeing the maintenance, replacement, removal or relocation of said tower,

NOW THEREFORE, the condition of this obligation is such, that if the above bounden Principal shall perform in accordance with the aforesaid ordinance and/or agreement, and indemnify the Obligee against all loss caused by Principal's breach of any ordinance or agreement relating to the maintenance, replacement, removal or relocation of a tower, structure or equipment, then this obligation shall be void, otherwise to remain in full force and effect unless cancelled as set forth below.

THIS BOND may be cancelled by Surety by giving sixty (60) days written notice to the Obligee by certified mail. Such cancellation shall not affect any liability the surety has incurred under this bond prior to the effective date of the termination.

PROVIDED that no action, suit or proceeding shall be maintained against the Surety on this bond unless the action is brought within twelve (12) months of the cancellation date of this bond.

SIGNED this **24th** day of **June, 2005** to be effective **June 24, 2005**.

Principal: New Cingular Wireless PCS, LLC

By: _____
Steven G. Watts, Exec. Dir., Risk Mgmt.

Surety: Liberty Mutual Insurance Company

By: _____
Karen Kubica, Attorney-in-Fact

1279406

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

JAMES W. BAUGHMAN, KELLY A. WESTBROOK, KAREN KUBICA, ALL OF THE CITY OF DALLAS, STATE OF TEXAS

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **TWENTY-FIVE MILLION AND 00/100********** DOLLARS ($ **25,000,000.00*****) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 7th day of May, 2003.

LIBERTY MUTUAL INSURANCE COMPANY

By _____
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 7th day of May, 2003, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2005
Member, Pennsylvania Association of Notaries

By _____
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 24th day of June, 2005.

By _____
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Liberty Mutual Surety Bond Number 022017009

NOTICE FROM SURETY REQUIRED BY TERRORISM RISK INSURANCE ACT OF 2002

In accordance with the Terrorism Risk Insurance Act of 2002 (referred to hereinafter as the "Act"), this disclosure notice is provided for surety bonds on which one or more of the following companies is the issuing surety: Liberty Mutual Insurance Company; Liberty Mutual Fire Insurance Company; LM Insurance Corporation; The First Liberty Insurance Corporation; Liberty Insurance Corporation; Employers Insurance Company of Wausau (formerly "EMPLOYERS INSURANCE OF WAUSAU A Mutual Company"); Peerless Insurance Company; and any other company that is a part of or added to the Liberty Mutual Group for which surety business is underwritten by Liberty Mutual Surety (referred to collectively hereinafter as the "Issuing Sureties").

NOTICE FORMS PART OF BOND

This notice forms part of surety bonds issued by any one or more of the Issuing Sureties.

DISCLOSURE OF PREMIUM

The premium attributable to any bond coverage for "acts of terrorism" as defined in Section 102(1) of the Act is Zero Dollars ($0.00).

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States will reimburse the Issuing Sureties for ninety percent (90%) of any covered losses from terrorist acts certified under the Act exceeding the applicable surety deductible.

AIA Document A312

Bond No. 022017010

Payment Bond

Conforms with the American Institute of Architects, AIA Document A312.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

New Cingular Wireless PCS, LLC
P.O. Box 2088
Rancho Cordova, CA 95741

SURETY (Name and Principal Place of Business):
Liberty Mutual Insurance Company
12750 Merit Drive, Suite 710
Dallas, TX 75251

OWNER (Name and Address):
City of Peoria
8401 W. Monroe St.
Peoria, AZ 85345

CONSTRUCTION CONTRACT
Date: February 16 2005
Amount: Fifty Thousand and no/100 Dollars ($50,000.00)

Description (Name and Location): Site PHNXAZP344 - Fire Station #4 located at 8401 W. Monroe St., Peoria, AZ 85345

BOND
Date(Not earlier than Construction Contract Date): June 24 2005
Amount: Fifty Thousand and no/100 Dollars ($50,000.00)

Modifications to this Bond: ☒ None ☐ See Page 2

CONTRACTOR AS PRINCIPAL
Company: New Cingular Wireless PCS, LLC (Corporate Seal)

Signature: _____
Name and Title: Steven G. Watts, Exec. Dir., Risk Mgmt.
(Any additional signatures appear on page 2.)

SURETY
Company: Liberty Mutual Insurance Company (Corporate Seal)

Signature: _____
Name and Title: Karen Kubica, Attorney-in-Fact

(FOR INFORMATION ONLY - Name, Address and Telephone) AGENT or BROKER: Lockton Companies of Dallas
717 N. Harwood St., Suite 2500, Dallas, TX 75201
Ph: 214-720-3446

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by paragraph 4 is given by Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corporate Seal)	Company:	(Corporate Seal)
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address:		Address:	

1279407

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

JAMES W. BAUGHMAN, KELLY A. WESTBROOK, KAREN KUBICA, ALL OF THE CITY OF DALLAS, STATE OF TEXAS

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **TWENTY-FIVE MILLION AND 00/100********** DOLLARS ($ **25,000,000.00*****) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 7th day of May, 2003.

LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 7th day of May, 2003, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2005
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 24th day of June, 2005.

By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Liberty Mutual Surety Bond Number 022017010

NOTICE FROM SURETY REQUIRED BY TERRORISM RISK INSURANCE ACT OF 2002

In accordance with the Terrorism Risk Insurance Act of 2002 (referred to hereinafter as the "Act"), this disclosure notice is provided for surety bonds on which one or more of the following companies is the issuing surety: Liberty Mutual Insurance Company; Liberty Mutual Fire Insurance Company; LM Insurance Corporation; The First Liberty Insurance Corporation; Liberty Insurance Corporation; Employers Insurance Company of Wausau (formerly "EMPLOYERS INSURANCE OF WAUSAU A Mutual Company"); Peerless Insurance Company; and any other company that is a part of or added to the Liberty Mutual Group for which surety business is underwritten by Liberty Mutual Surety (referred to collectively hereinafter as the "Issuing Sureties").

NOTICE FORMS PART OF BOND

This notice forms part of surety bonds issued by any one or more of the Issuing Sureties.

DISCLOSURE OF PREMIUM

The premium attributable to any bond coverage for "acts of terrorism" as defined in Section 102(1) of the Act is Zero Dollars ($0.00).

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States will reimburse the Issuing Sureties for ninety percent (90%) of any covered losses from terrorist acts certified under the Act exceeding the applicable surety deductible.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

12/01/2005

DATE (MM/DD/YY) 05/13/2005

PRODUCER
LOCKTON COMPANIES OF DALLAS
717 N. HARWOOD, LB#27
DALLAS TX 75201
214-969-6700

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
1024339
Cingular Wireless, LLC
5565 Glenridge Connector, Suite 1800
Atlanta GA 30342

INSURER A: ACE American Insurance Company
INSURER B: National Union Fire Insurance Co.
INSURER C:
INSURER D:
INSURER E:

COVERAGES CINWI01 GO

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	HDOG19905020	12/01/2004	12/01/2005	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,500,000 $ XXXXXXX $ Excluded $ 2,500,000 $ 10,000,000 $ 10,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	ISAH08004225	12/01/2004	12/01/2005	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,500,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
	GARAGE LIABILITY [ ] ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ XXXXXXX $ XXXXXXX $ XXXXXXX
B	EXCESS LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] UMBRELLA FORM [ ] RETENTION $	BE4484609	12/01/2004	12/01/2005	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WLRC44175575 AOS SCFC44175678 WI	12/01/2004 12/01/2004	12/01/2005 12/01/2005	[X] WC STATUTORY LIMITS [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
CONSTRUCT A SLIM LINE MONOPOLE WITH BTS UNITS AT THE BASE (PHNXZAP344) LOCATION: 9800 W. OLIVE AVE., PEORIA, AZ 85345

CERTIFICATE HOLDER [ ] ADDITIONAL INSURED; INSURER LETTER: ____

2294346
CITY OF PEORIA, ARIZONA
C/O WALT BEGLEY, FACILITIES MANAGER
8401 W. MONROE STREET
PEORIA AZ 85345

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

Community Development
8401 W Monroe St
Peoria, AZ 85345
623-773-7225

Building Permit 0501842

NOT VERIFIED **Lot:** **Issued:** 06/03/2005

Address: 9800 W OLIVE AV Insp Area: 3N28

Description: INSTALL MONOPOLE/EQPT CABINETS @ FIRE STATION

PLAN INFORMATION: Valuation - $0.00 Sq Ft - 0 Plan Check Number -
Bldg Count - 0 #of Units - 0

WATER METERS

QTY	Desc
0	
0	
0	

CONTRACTOR: ANDREW SYSTEMS
[4329 E MAGNOLIA ST
PHOENIX, AZ

FEES SUMMARY

Total Calculated Fees: **$165.00**
Additional Fees: **$115.00**
Total Payments: **$165.00**
Balance Due: **$0.00**

APPLICANT: INFRANEXT
1702 E HIGHLAND AV #406
PHOENIX, AZ
RANDY DOWNING

OWNER: PEORIA CITY OF FIRE STATION
8401 W MONROE ST
PEORIA AZ

Counter Staff:
JEFFS

If no inspections have been completed, your permit will *expire* on: *04/26/2006*

To schedule Inspections:

Building Inspection	**623-773-7220**
Planning site inspection	**623-773-7662**
Engineering off-site inspection	**623- 773-7610**
Water meter install	**623-773-7424**

****Contractor needs to provide access for inspections****

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

12/01/2006 | DATE (MM/DD/YY) 12/01/2005

PRODUCER
LOCKTON COMPANIES OF DALLAS
717 N. HARWOOD, LB#27
DALLAS TX 75201
214-969-6700

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INSURERS AFFORDING COVERAGE

INSURED
1024339
Cingular Wireless, LLC
5565 Glenridge Connector 1800
Atlanta GA 30342

INSURER A: ACE American Insurance Company
INSURER B: Indemnity Insurance Company of NA
INSURER C: Lexington Insurance Company
INSURER D: National Union Fire Insurance Co.
INSURER E:

COVERAGES CINWI01 GO

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INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	HDOG21727386	12/01/2005	12/01/2006	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,500,000 $ XXXXXXX $ Excluded $ 2,500,000 $ 10,000,000 $ 10,000,000
A C	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	ISAH08016434 650-2639	12/01/2005 12/01/2005	12/01/2006 12/01/2006	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
	GARAGE LIABILITY ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ XXXXXXX $ XXXXXXX $ XXXXXXX
D	**EXCESS LIABILITY** X OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] UMBRELLA FORM RETENTION $	4485058	12/01/2005	12/01/2006	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
A A B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**	WLRC44446832 AZ,CA SCFC44446820 WI WLRC44446844 AOS	12/01/2005 12/01/2005 12/01/2005	12/01/2006 12/01/2006 12/01/2006	X WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
CONSTRUCT A SLIM LINE MONOPOLE WITH BTS UNITS AT THE BASE (PHNXZAP344) LOCATION: 9800 W. OLIVE AVE., PEORIA, AZ 85345

CERTIFICATE HOLDER | **ADDITIONAL INSURED; INSURER LETTER:** ____

2294346
CITY OF PEORIA, ARIZONA
C/O WALT BEGLEY, FACILITIES MANAGER
8401 W. MONROE STREET
PEORIA AZ 85345

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

20050203137,02/18/2005 08:44,021851-5-1-1--,N

ELECTRONIC RECORDING

Prepared by:
Richard Q. Nye
201 N. Central Avenue, Suite 3300
Phoenix, AZ 85004-1052

Return to:
New Cingular Wireless Lease Administration
c/o Wireless Asset Management
Re: Cingular Cell Site #: PHNXAZP344; Cell Site Name: 99th Ave / Olive Ave.
P.O. Box 2088
Rancho Cordova, CA 95741-2088

State: Arizona
County: Maricopa

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this 16th day of February, 2005, by and between City of Peoria, Arizona, an Arizona chartered city, acting by and through its Facilities Department, having a mailing address of 8401 West Monroe Street Peoria, AZ. 85345 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company having a mailing address of P.O. Box 2088, Rancho Cordova, CA 95741-2088 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Option and Lease Agreement ("**Agreement**") on the 16th day of February, 2005, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.

2. The initial lease term will be ten (10) years ("Initial Term") commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option, with three (3) successive five (5) year options to renew.

3. The portion of the land being leased to Tenant (the "Premises") is described in **Exhibit 1** annexed hereto.

4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

L CON 02205 A

SCANNED

TENANT ACKNOWLEDGMENT

STATE OF AZ)
) ss:
COUNTY OF MARICOPA)

On the 31 day of Jan 2005 before me personally appeared S Casey, and acknowledged under oath that he/she is the Exec-Dir of New Angular, the Person named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Company.

Bethany A. Davison
Notary Public:
My Commission Expires: 3/13/06

"OFFICIAL SEAL"
Bethany A. Davison
Notary Public-Arizona
Maricopa County
My Commission Expires 3/13/2006

L CON 02205 A

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

"LANDLORD"

City of Peoria, Arizona
An Arizona chartered city, acting through its Facilities Department

By: _____
Print Name: Terrence L. Ellis
Its: City Manager
Date: 2-16-05

ATTESTED BY:

_____
Judy Jo Kief, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company,

By: _____
Print Name: Steven Casey
Its: Executive Director
Date: 1/21/05

L CON 02205 A

LANDLORD ACKNOWLEDGMENT

CORPORATE ACKNOWLEDGMENT

STATE OF Arizona)
) ss:
COUNTY OF Maricopa)

I CERTIFY that on February 16, 2005, Terrence L. Ellis [name of representative] personally came before me and acknowledged under oath that he or she:

(a) is the City Manager [title] of City of Peoria [name of corporation], the corporation named in the attached instrument,

(b) was authorized to execute this instrument on behalf of the corporation and

(c) executed the instrument as the act of the corporation.

OFFICIAL SEAL
BARBARA A. DERUITER
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires Jan. 24, 2007

Notary Public: Barbara A. DeRuiter
My Commission Expires: 1/24/2007

L CON 02205 A

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 1

to the Agreement dated February 16, 2005, by and between City of Peoria, Arizona, an Arizona chartered city, acting by and through its Facilities Department, having a mailing address of 8401 West Monroe Street Peoria, AZ. 85345 (hereinafter referred to as "**Landlord**"), and **New Cingular Wireless PCS, LLC**, a Delaware limited liability company, having a mailing address of P O Box 2088, Rancho Cordova, CA 95741-2088 (hereinafter referred to as "Tenant").

The Premises are described and/or depicted as follows:

A parcel of land situated in the Southwest Quarter of Section twenty-eight (28), Township three (3) North, Range one (1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows; Commencing at the Southwest corner of said section 28; thence North 00 Degrees 29 minutes 24 second West along the West line of said Section 28, a distance of 55.02 feet to a point on the Northerly right of way line of Olive Avenue and the true point of beginning; thence continuing North 00 degrees 29 minutes 25 seconds West along said West line, a distances of 99.99 feet to a point on the Easterly line of the New River Channel as described at the recording number 88-189368, thence North 49 degrees, 37 minutes 00 seconds East along said easterly line, a distance of 320.00 feet to an angle point; thence North 37 degrees 0L minutes 28 seconds East along said Easterly line a distance of 16.46 feet to a point; thence South 0L degrees 57 minutes 19 second East a distance of 311.63 feet to a point on the Northerly right of way line of Olive Avenue; thence South 88 degrees 02 minutes 41 seconds West along said Northerly line, parallel to and 55.00 feet distance from the South line of said Section 28, a distance of 263.59 feet to the true point of beginning.