

**ROAD USE AGREEMENT BY AND BETWEEN
THE CAMERON ESTATES COMMUNITY SERVICES DISTRICT
AND
STC FIVE, A DELAWARE LIMITED LIABILITY COMPANY BY GLOBAL
SIGNAL ACQUISITIONS II, A DELAWARE LIMITED LIABILITY
COMPANY, ITS ATTORNEY IN FACT**

This Road Use Agreement, ("Agreement") is entered into by and between the Cameron Estates Community Services District, ("CECSD") a community services district duly formed for the purposes of maintaining the private roads of the CECSD, in Cameron Park, California, and STC Five, a Delaware limited liability company by Global Signal Acquisitions II, LLC, a Delaware limited liability company, Its Attorney in Fact (hereinafter "Global Signal").

RECITALS

WHEREAS, the CECSD is charged with, among other things, the responsibility of maintaining the private roads of the CECSD; and

WHEREAS, Global Signal has installed equipment on certain real property ("transmission site") located within the CECSD that permits the transmission of signals to enable Global Signal's subscribers to use those signals to make and receive telephone calls on their cellular telephones; and

WHEREAS, Global Signal has free access twenty-four hours a day, seven day a week to the transmission site via a dirt utility road from Rodeo Road, Cameron Park; and

WHEREAS, Global Signal has elected to access the transmission site via the paved, private roads of the CECSD instead of using the dirt utility road; and

WHEREAS, access via the paved, private roads of the CECSD will require Global Signal to use a barricaded cul-de-sac to gain admission to the transmission site; and

WHEREAS, Global Signal agrees to use the private roads and the barricaded cul-de-sac (a portion of Flying C Road) according to the terms and conditions set forth herein; and

WHEREAS, the use of the private roads of the CECSD by the vehicles of Global Signal, causes increased wear and tear of the roads of the CECSD; and

WHEREAS, Global Signal has agreed to mitigate the wear and tear caused by its vehicles by contributing a nominal annual amount to maintain the roads of the CECSD.

NOW, THEREFORE, the parties agree as follow:

1. Road Maintenance Fee. Global Signal agrees to pay the CECSD an annual road maintenance fee of \$1,000.00 for the right to use the paved, private roads of the CECSD to access the transmission site. Global Signal acknowledges that it could access the transmission site via a dirt road without making any payment to the CECSD, but chooses to pay to use the roads for its own convenience.

2. Access Code. Upon payment of the annual road maintenance fee, the CECSD shall provide Global Signal with a separate gate access/entry code for the entrance gates to the CECSD.

3. Use of Barricaded Cul-de-Sac. To gain access to the barricaded cul-de-sac (a portion of Flying C Road) that leads to the transmission site, Global Signal:

- a. shall provide its own lock for the chain on the barricade;
- b. shall clearly mark the lock with its company name and logo or provide other identifying tags;
- c. shall provide the CECSD with a spare key to the lock;
- d. shall keep the barricade locked at all times, even while working at the transmission site to prevent unauthorized access by third parties;
- e. shall not bypass the authorized locks or cut or damage the chain;
- f. shall not damage the barricade or the reflectors thereon;
- g. shall be responsible for any damage caused by Global Signal personnel to the barricade or it's equipment;

4. Roads to be Kept Clean. Global Signal also agrees that it will not use markers or paint on the roads of the CECSD and will not cause mud, rocks or dirt from the transmission site to be deposited on the CECSD roads.

5. Use of Heavy-Duty Equipment. In the event that Global Signal wishes to use 'heavy-duty' equipment, as defined below, it shall notify the CECSD prior to such use. Use of heavy-duty equipment may require an additional charge. Global Signal will be liable for any damage caused to the roads by the use of heavy-duty equipment.

6. Definition of Heavy-Duty Equipment. Definition of a heavy-duty vehicle is pursuant to Section 39033 of the California Health and Safety Code and means having a manufacturer's maximum gross vehicle weight rating of 6,001 or more pounds.

7. Cancellation. Either party may cancel this Agreement with six (6) months prior written notice. If cancellation is not at the end of a yearly term, the road maintenance fee shall be prorated according to the time expended.

8. Right to Rescind Permission. CECSD reserves the right to rescind its permission and immediately revoke this Agreement and to seek damages if the terms and conditions of this Agreement are violated.

9. Assignment Restricted. Global Signal's rights and obligations under this Agreement shall not be assigned without prior written notice to the CECSD. The CECSD retains the right to object to the assignment and to cancel this agreement with prior notice of sixty (60) days.

10. Negligence. Global Signal shall be responsible for any damage or injuries caused by its negligence.

11. Notice. All notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

To CECSD Cameron Estates Community Services District
 P.O. Box 171
 Shingle Springs, CA 95682

With a copy to: The Wright Law Office
 3461 Robin Lane, Suite 3
 Cameron Park, CA 95682

To: Global Signal Global Signal
 6601 Owens Drive, Suite 250
 Pleasanton, CA 94588
 Attn: Victoria Peters

With a copy to: Crown Castle International
 2000 Corporate Drive
 Canonsburg, PA 15317-8564
 Attn: Real Estate Department

12. Miscellaneous. CECSD represents and warrants that they have the right, power and authority to enter into this Agreement and to grant Global Signal the right to use the paved, private roads in Cameron Estates and all of the other rights granted herein.

Nothing hereinabove shall prevent either party from personally delivering any such notices to the other.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

Cameron Estates Community Services District

By: 

Dated: 10/24/, 2007

Its: CECSD PRESIDENT

STC Five LLC, a Delaware limited liability company

By: Global Signal Acquisitions II, LLC, a Delaware limited liability company, Its Attorney in Fact

By: Global Signal Services LLC, a Delaware limited liability company, Its Manager

By: 

Dated: 10/17, 2007

Its: Area President - West