

Site: SL1047A  
Market: Willard

## Site Lease Agreement

THIS SITE LEASE AGREEMENT (this "Lease") is effective this 28 day of September 1995, between Willard City Corporation ("Landlord"), and Western PCS II Corporation, a Delaware corporation ("Tenant").

1. Premises. Subject to the following terms and conditions, Landlord leases to Tenant a certain portion of the real property (the "Property") described in attached Exhibit A, sufficient for placement of Antenna Facilities (as defined below), together with all necessary space and easements for access and utilities, as generally described and depicted in attached Exhibit B (collectively referred to hereinafter as the "Premises").

The Premises, located at 140 North 300 East, Willard City, Box Elder County, UT comprises approximately 2500 square feet.

2. Term. The initial term of this Lease shall be five years beginning atp the commencement of construction (the "Commencement Date"), and terminating at Midnight on the last day of the month in which the fifth annual anniversary of the Commencement Date shall have occurred.

3. Permitted Use. The Premises may be used by Tenant for, among other things, the transmission and reception of radio communication signals and for the construction, maintenance, repair or replacement of related facilities, towers, antennas, equipment or buildings and related activities. Tenant shall obtain, at Tenant's expense, all licenses and permits required for Tenant's use of the Premises from all applicable government and/or regulatory entities (the "Governmental Approvals") and may (prior to or after the Commencement Date) obtain a title report, perform surveys, soils tests, and other engineering procedures on, under and over the Property, necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations and governmental approvals. Landlord agrees to reasonably cooperate with Tenant (at no cost to Landlord), where required, to perform such procedures or obtain governmental approvals. If necessary, Tenant has the right to immediately terminate this Lease if Tenant notifies Landlord of unacceptable results of any title report, environmental survey, soils test or governmental approvals prior to Tenant's installation of the Antenna Facilities (as defined below) on the Premises.

4. Rent.

(a) Tenant shall pay Landlord, as Rent, Five Hundred Dollars (\$ 500) per month ("Rent"). Rent shall be payable on the fifth day of each month, in advance, to Willard City Corporation at Landlord's address specified in Section 12 below. For the purpose of this Lease, all references to "month" shall be deemed to refer to a calendar month. If the Commencement Date does not fall on the fifth day of the month, then Rent for the period from the Commencement Date to the last day of the following month shall be prorated based on the actual number of days from the Commencement Date to the last day of the following month.

(b) On the Anniversary Date of this Lease, and every Anniversary Date thereafter, the Rent shall be increased by four percent (4%) over the Rent paid over the preceding term.

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

5. Renewal. Tenant shall have the right to extend this Lease for three additional, five-year terms ("Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein.

This Lease shall automatically renew for each successive Renewal Term unless Tenant shall notify Landlord, in writing, of Tenant's intention not to renew this Lease, at least 60 days prior to the expiration of the term or any Renewal Term.

If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord, or lessees or licensees of Landlord, with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including without limitation, non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its tenants, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon written notice.

7. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its system, including without limitation radio transmitting and receiving antennas, and tower and bases, an electronic equipment shelter, and related cables and utility lines (collectively the "Antenna Facilities"). The Antenna Facilities shall be initially configured generally as set forth in Exhibit C. Tenant shall have the right to replace or upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. The Antenna Facilities shall remain the exclusive property of Tenant. Tenant shall have the right to remove the Antenna Facilities upon termination of this Lease.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, the construction of a fence.

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located thereon in commercially reasonable condition and repair during the term of this Lease, normal wear and tear excepted. Upon termination of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear excepted.

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Premises (including, but not limited to the installation of emergency power generators). Tenant shall, wherever practicable, install separate meters for utilities used on the Property. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use..

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant an easement ("Easement") for ingress, egress, and access (including access as described in Section 1) to the Premises adequate to install and maintain utilities, which include, but are not limited to the installation of overhead or underground power and telephone service cable,

and to service the Premises and the Antenna Facilities at all times during the term of this Lease or any Renewal Term. Upon prior written notice, provided Tenant's Antenna Facilities remain fully functional and continue to transmit at full power, Landlord shall have the right, at Landlord's sole expense, to relocate the Basement to Tenant, provided such new location shall not materially interfere with Tenant's operations. Any Easement provided hereunder shall have the same term as this Lease.

(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the term of this Lease and any Renewal Term.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days written notice by Landlord for failure to cure a material default for payment of amounts due under this Lease within that thirty (30) day period;

(b) upon thirty (30) days written notice by either party if the other party defaults and fails to cure or commence curing such default within that 30-day period, or such longer period as may be required to diligently complete a cure commenced within that 30-day period;

(c) upon ninety (90) days written notice by Tenant, if it is unable to obtain, maintain, or otherwise forfeits or cancels any license, permit or Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(d) upon ninety (90) days written notice by Tenant if the Property, Building or the Antenna Facilities are or become unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong;

(e) immediately upon written notice if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction;

(f) at the time title of the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power, shall be treated as a taking by condemnation.

9. Taxes. Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Antenna Facilities. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property. In the event that Landlord fails to pay said real property taxes, then Tenant shall have the right to pay said taxes and deduct them from Rent amounts due under this agreement.

10. Insurance and Subrogation.

(a) Tenant will provide Commercial General Liability Insurance in an aggregate amount of \$1,000,000 and name Landlord as an additional insured on the policy or policies.

Tenant may satisfy this requirement by obtaining appropriate endorsement to any master policy of liability insurance Tenant may maintain.

(b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

11. Hold Harmless. Tenant agrees to hold Landlord harmless from claims arising from the installation, use, maintenance, repair or removal of the Antenna Facilities, except for claims arising from the negligence or intentional acts of Landlord, its employees, agents or independent contractors.

12. 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, or sent by overnight carrier to the following addresses:

If to Tenant, to:  
Western PCS II Corporation  
Attn: PCS Leasing Administrator  
330 - 120th Avenue NE, Suite 200  
Bellevue, WA 98005  
Phone: (206) 635-0300  
Fax: (206) 635-0126

with a copy to:  
Western PCS II Corporation  
Attn: Legal Department  
330 - 120th Avenue NE, Suite 200  
Bellevue, WA 98005  
Phone: (206) 635-0300  
Fax: (206) 635-0126

If to Landlord to:  
Willard City Corporation  
P.O. Box 593  
Willard, UT 84340-0479  
Phone: (801) 734-9881  
Fax: (801) \_\_\_\_\_

with a copy to:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone:(     ) \_\_\_\_\_  
Fax:(     ) \_\_\_\_\_

13. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Property free and clear of any liens or mortgages, except those disclosed to Tenant which will not interfere with Tenant's rights to or use of the Premises; and (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord.

Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

14. Environmental Laws. Tenant represents, warrants and agrees that it will conduct its activities on the Property in compliance with all applicable Environmental Laws (as defined in attached Exhibit D). Landlord represents, warrants and agrees that it has in the past and will in the future conduct its activities on the Property in compliance with all applicable Environmental Laws and that the Property is free of Hazardous Substance (as defined in attached Exhibit D) as of the date of this Lease.

Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any Environmental Laws or common law, of all spills or other releases of Hazardous Substance, not caused by Tenant or any other individual, firm or corporate associated with the tenant or on premise at request of tenant, that have occurred or which may occur on the Property.

Tenant agrees to defend, indemnify and hold Landlord harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Landlord may suffer due to the existence or discovery of any Hazardous Substance on the Property or the migration of any Hazardous Substance to other properties or release into the environment arising solely from Tenant's activities on the Property.

Landlord agrees to defend, indemnify and hold Tenant harmless from and against any all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Tenant may suffer due to the existence or discovery of any Hazardous Substance on the Property or the migration of any Hazardous Substance to other properties or released into the environment, that relate to or arise from Landlord's activities during this Lease and from all activities on the Property prior to the commencement of this Lease.

The indemnifications in this section specifically include costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority.

15. Assignment and Subleasing. Tenant may assign this Lease upon written notice to Landlord, to any person controlling, controlled by, or under common control with Tenant, or any person or entity that, after first receiving FCC or state regulatory agency approvals, acquires Tenant's radio communications business and assumes all obligations of Tenant under this Lease. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublease this Lease, upon written notice to Landlord, only if such sublease is subject to the provisions of this Lease. Tenant may otherwise assign this Lease upon written approval of Landlord, which approval shall not be unreasonably delayed or withheld.

Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns, (hereinafter collectively referred to as "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant or to remove any property of Tenant or Mortgagee located on the Premises, except that the cure period for any Mortgagee shall not be less than thirty (30) days after receipt of the default notice, as provided in Section 8 of this Lease. All such notices to Mortgagees shall be sent to Mortgagee at the address specified by Tenant upon entering into a financing agreement. Failure by Landlord to give Mortgagee such notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of Mortgagee to cure any default and to remove any property of Tenant or Mortgagee located on the Premises, as provided in Section 18 of this Lease.

16. Successors and Assigns. This Lease shall run with the Property, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Mediation and Arbitration. If any dispute or claim on law or equity arises out of the Lease, Tenant and Landlord agree in good faith to attempt to settle such dispute or claim by mediation under the Commercial Mediation rules of the American Arbitration Association. If such mediation is not successful in resolving such dispute or claim, then such dispute or claim shall be decided by neutral binding arbitration before a single arbitrator in accordance with the Commercial Arbitration rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

18. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof which shall be deemed personal property for the purposes of this Lease, regardless of whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Mortgagee the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Mortgagee's sole discretion and without Landlord's consent. However, removal of said Antenna Facilities shall only be permitted if all lease payments are current and paid in full.

19. Miscellaneous.

(a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

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

(d) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker.

(e) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease in substantially the form attached as Exhibit E) necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded in place of this Lease, by either party.

(f) This Lease shall be construed in accordance with the laws of the state in which the Property is located.

(g) 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. The parties intend that the provisions of this Lease be enforced to the fullest extent permitted by applicable law. Accordingly, the parties shall agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

(h) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

(i) The submission of this document for examination does not constitute an offer to lease or a reservation of or option for the Premises and shall become effective only upon execution by both Tenant and Landlord.

(j) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(k) The parties understand and acknowledge that Exhibit A ( the legal description of the Property ), Exhibit B ( the Premises location within the Property ), and Exhibit C ( the site plan ) may be attached to this Lease in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A, B and/or C, as the case may be, which may have been attached hereto in preliminary form, may be replaced by Lessee with such final, more complete exhibit(s).

The Execution Date of this Lease is the \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_\_.

LANDLORD: Willard City Corporation

By: Wayne H. Beugger

Its: Mayor

TENANT: Western PCS II Corporation

By: [Signature]

Its: [Signature]

STATE OF UTAH )  
COUNTY OF BOX ELDER )

ss:

On this 5 day of October 1995, before me personally appeared, known to me to be the Mayor of Willard City Corporation, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath, stated that WAYNE A BRAEGGER MAYOR was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Le Anne Hunsaker  
NOTARY PUBLIC in and for the State of  
Utah  
My commission expires 12-17-96

STATE OF WASHINGTON )  
COUNTY OF KING )

ss:

On this 10 day of October 1995, before me personally appeared Dave Miller, known to me to be the \_\_\_\_\_ of Western PCS II Corporation, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath, stated that Dave Miller was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written. CHARLENE BEESON



Charlene Beeson  
NOTARY PUBLIC in and for the State of  
Washington  
My commission expires 10-21-97

**EXHIBIT A**

**Legal Description**

To the Site Lease Agreement dated \_\_\_\_\_, between \_\_\_\_\_  
as Landlord, and Western PCS II Corporation, as Tenant.

**The Property is legally described as follows:**

**To be provided when available to the landlord and approved and initialed by the owner.**

**EXHIBIT B**

**Premises Location Within the Property**

To the Site Lease Agreement dated \_\_\_\_\_, between \_\_\_\_\_  
\_\_\_\_\_ as Landlord, and Western PCS II Corporation, as Tenant.

**The location of the Premises within the Property is more particularly described and depicted as follows:**

**To be provided to the landlord when available and approved and initialed by the owner.**

**EXHIBIT C**

**Site Plan**

To the Site Lease Agreement dated \_\_\_\_\_ 1995, between Willard City Corporation as Landlord, and Western PCS II Corporation, as Tenant.

**Site Plan and Equipment**

To be provided to the landlord when available and approved and initialed by the owner.

## EXHIBIT D

### Environmental Laws

To the Site Lease Agreement dated September 28th, 1995, between Willard City Corporation as Landlord, and Western PCS II Corporation, as Tenant.

As used in this Lease, "Environmental Laws" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., the Clean Air Act, 42 U.S.C. §§ 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§ 2701, et seq., the Hazardous Materials Transportation Act, 49 U. S. C. §§ 1801 et seq., the Safe Drinking Water Act, 42 U.S.C. §§ 300f through §§ 300f, and state laws, or any other comparable local, state or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto.

As used in this Lease, "Hazardous Substance" means any hazardous substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time; any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time; any and all material or substance defined as hazardous pursuant to any federal, state or local laws or regulations or order; and any substance which is or becomes regulated by any federal, state or local governmental authority; any oil, petroleum products and their by-products.



SL1047A

EXHIBIT C

Site Plan and Approximate Equipment

- (a) Three (3) panel antennas;
- (b) One (1) monopole tower 30 meters tall;
- (c) Two (2) outdoor cabinets on concrete pads;
- (d) One (1) 6 ft. 0 in high galvanized chainlink fence with three- strand barbed wire at top and 8 ft. post;
- (e) One (1) lightning rod at top.



## EXHIBIT D

### Environmental Laws

To the Site Lease Agreement dated September 28, 1995, between Willard City Corporation, and Western PCS II Corporation, as Tenant.

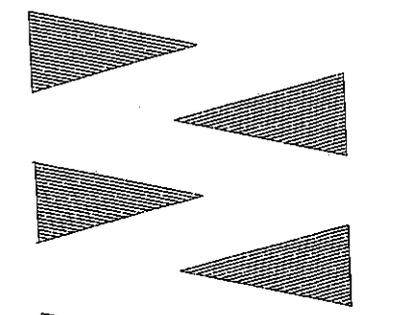
As used in this Lease, "Environmental Laws" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., the Clean Air Act, 42 U.S.C. §§ 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§ 2701, et seq., the Hazardous Materials Transportation Act, 49 U. S. C. §§ 1801 et seq., the Safe Drinking Water Act, 42 U.S.C. §§ 300f through §§ 300f, and state laws, or any other comparable local, state or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto.

As used in this Lease, "Hazardous Substance" means any hazardous substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time; any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time; any and all material or substance defined as hazardous pursuant to any federal, state or local laws or regulations or order; and any substance which is or becomes regulated by any federal, state or local governmental authority; any oil, petroleum products and their by-products.



GENERAL NOTES

1. DRAWINGS ARE NOT TO BE SCALE, UNLESS OTHERWISE NOTED THEREON. AND THE SET OF PLANS IS INTENDED TO BE USED AS A CONCEPTUAL GUIDE ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.
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**western**  
**pcs corp**

WILLARD WATER DEPT. SITE  
 WILLARD, UTAH  
 SL 1047



PROPRIETARY INFORMATION:  
 THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS THE PROPERTY OF WESTERN PCS AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF WESTERN PCS.

PLANNING & ZONING REVIEW DOCUMENTS NOT FOR CONSTRUCTION

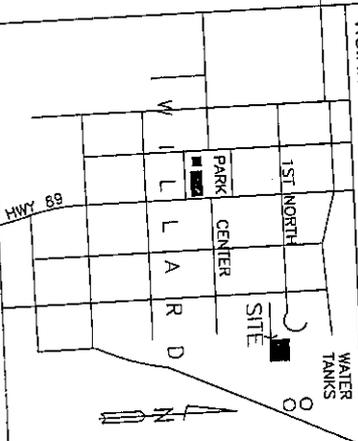
SHEET INDEX

T-1	TITLE SHEET
C-1	SITE PLAN
A-1	CONSTRUCTION PLAN AND ARCHITECTURAL ELEVATIONS

CONTACTS

ARCHITECT:  
 KGC ARCHITECTS ENGINEERS, P.C.  
 1497 SOUTH SEVENTH WEST B4104  
 SALT LAKE CITY, UTAH  
 PH: (801) 972-9170 FAX: (801) 972-9039

VICINITY MAP



PROJECT SUMMARY

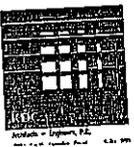
THE PROPOSED PROJECT ENTAILS: INSTALLATION OF A BASE TRANSMITTER STATION (BTS) ON CONCRETE SLAB. INSTALLATION OF AN ANTENNA SUPPORT STRUCTURE WITH A TOP MOUNTED ANTENNA ARRAY. COAX CABLE RUNS FROM BTS TO ANTENNAS. A NEW TELEPHONE SERVICE RUN TO BTS AS SHOWN. A NEW 100A ELECTRICAL SERVICE TO BTS AS SHOWN. THE PROJECT AREA WILL BE FENCED IN AS SHOWN. THE SITE WILL REQUIRE A SMALL AMOUNT OF CIVIL WORK TO FACILITATE A LEVEL SITE. SITE AREA IS APPROXIMATELY 1025 SQUARE FEET.

APPROVAL SIGN-OFF OF PLANNING/ZONING DRAWINGS

DATE	PRINT NAME	SIGNATURE
11-21-97	Dan Paschall	
11-22-97	Tina Degehans	

t-1

WILLARD WATER DEPT. SITE  
 WILLARD, UTAH  
 SL 1047A




**western**  
**pcs corp**

1497 SOUTH SEVENTH WEST  
 SALT LAKE CITY, UTAH 84104  
 (801) 972-8452  
 FAX (801) 972-9039

DATE	DESCRIPTION	INITIAL

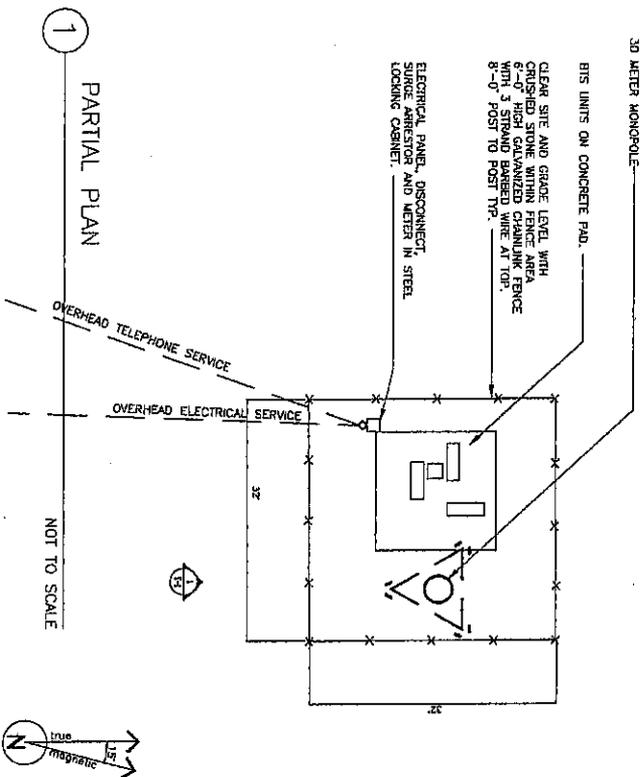
11/14/95  
 DRAWN BY: DH  
 CHECKED BY: WKF

REVISIONS

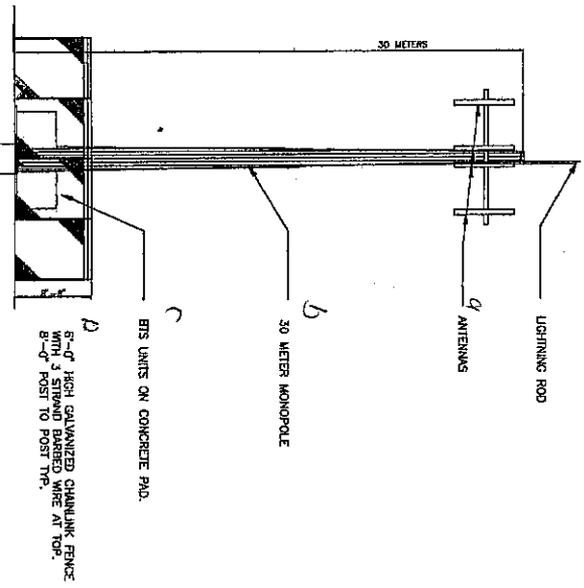
SITE NOTES

1. DRAWING IS DIAGRAMMATIC AND NOT TO SCALE. REFER TO SITE SURVEY, (TO BE ATTACHED), FOR ACCURATE AND PRECISE SITE INFORMATION.

C-1



- SITE NOTES**
- DRAWING IS DIMENSIONAL AND NOT TO SCALE. REFER TO SITE MEASUREMENTS FOR ACCURATE AND PRECISE SITE INFORMATION.
  - GENERAL CONTRACTOR SHALL COORDINATE WITH ELC WATER DEPARTMENT TO OBTAIN ACCESS AND SHALL FOLLOW ALL WATER DEPARTMENT CONSTRUCTION GUIDELINES.



**SYMBOLS & ABBREVIATIONS**

	GROUND WIRE
	COAX CABLE
	ANTENNA
	ANTENNA MARK NO.
	ZONE
	VESSEL
	STATION NUMBER SHEET NUMBER

**ANTENNA AND COAX CABLE SCHEDULE**

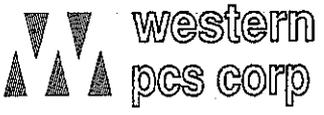
ANTENNA MARK	SECTION	ANTENNA	COAX CABLE FEED LOCATION	AZIMUTH	COAX SIZE
A1					
A2					
A3					
A4					
A5					
A6					

**2 ELEVATION**

NOT TO SCALE

DATE:	11/19/95	
DRAWN BY:	dh	
CHECKED BY:	whf	
REVISIONS		
DATE	DESCRIPTION	INITIAL

1497 SOUTH SEVENTH WEST  
SALT LAKE CITY, UTAH 84104  
(801) 972-9452  
FAX (801) 972-9039



SITE NUMBER  
SL 1047A  
WILLARD WATER  
WILYARD,  
UTAH

2-1



SL1047A

EXHIBIT C

Site Plan and Approximate Equipment

- (a) Three (3) panel antennas;
- (b) One (1) monopole tower 30 meters tall;
- (c) Two (2) outdoor cabinets on concrete pads;
- (d) One (1) 6 ft. 0 in high galvanized chainlink fence with three- strand barbed wire at top and 8 ft. post;
- (e) One (1) lightning rod at top.



## EXHIBIT D

### Environmental Laws

To the Site Lease Agreement dated September 28, 1995, between Willard City Corporation, and Western PCS II Corporation, as Tenant.

As used in this Lease, "Environmental Laws" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., the Clean Air Act, 42 U.S.C. §§ 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§ 2701, et seq., the Hazardous Materials Transportation Act, 49 U. S. C. §§ 1801 et seq., the Safe Drinking Water Act, 42 U.S.C. §§ 300f through §§ 300f, and state laws, or any other comparable local, state or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto.

As used in this Lease, "Hazardous Substance" means any hazardous substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time; any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time; any and all material or substance defined as hazardous pursuant to any federal, state or local laws or regulations or order; and any substance which is or becomes regulated by any federal, state or local governmental authority; any oil, petroleum products and their by-products.





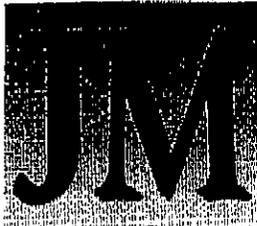
EX E

D

A

C

Rev Doc for  
PC/Sony



Consulting Group, Inc.  
TELECOMMUNICATIONS SERVICES

FAX TRANSMITTAL

DATE:	October 3, 1995	FAX NUMBER:	(801)732-8560
TO:	Mr. Jack H. Molgard Attorney At Law	NUMBER OF PAGES:	2
FROM:	Mr. Derek M. Harding	ORIG. TO FOLLOW:	no
RE:	Site Lease Agreement		

THE FOLLOWING DOCUMENTS ARE ENCLOSED:

One (1) Page 7 of Lease

PURPOSE/COMMENTS:

Please review the following "add-in" statement which the Client's attorney feels should be acceptable. Please advise me regarding your acceptance of this sentence.

Thank You!

*Completed*

any mortgagees or holders of security interests, including their successors or assigns, (hereinafter collectively referred to as "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant or to remove any property of Tenant or Mortgagee located on the Premises, except that the cure period for any Mortgagee shall not be less than thirty (30) days after receipt of the default notice, as provided in Section 8 of this Lease. All such notices to Mortgagees shall be sent to Mortgagee at the address specified by Tenant upon entering into a financing agreement. Failure by Landlord to give Mortgagee such notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of Mortgagee to cure any default and to remove any property of Tenant or Mortgagee located on the Premises, as provided in Section 18 of this Lease.

16. Successors and Assigns. This Lease shall run with the Property, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Mediation and Arbitration. If any dispute or claim <sup>in</sup> or law or equity arises out of the Lease, Tenant and Landlord agree in good faith to attempt to settle such dispute or claim by mediation under the Commercial Mediation rules of the American Arbitration Association. If such mediation is not successful in resolving such dispute or claim, then such dispute or claim shall be decided by neutral binding arbitration before a single arbitrator in accordance with the Commercial Arbitration rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

18. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof which shall be deemed personal property for the purposes of this Lease, regardless of whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Mortgagee the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Mortgagee's sole discretion and without Landlord's consent.

However, removal of said Antenna Facilities shall only be permitted if all lease payments are current and paid in full.

19. Miscellaneous.

(a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or