

CITY OF EL PASO, TEXAS
AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: Information Technology

AGENDA DATE: April 23, 2013

CONTACT PERSON/PHONE: Miguel Gamino, IT Director, 541-4746
BRUCE D. COLLINS, PURCHASING MANAGER, 541.4313

DISTRICT (S) AFFECTED: ALL

SUBJECT:

That the City Manager be authorized to sign a Government Entity Tower License Agreement between the Crown Atlantic Company, LLC, and the City of El Paso for antenna, shelter and/or antenna space, including any antennas, cables connectors, wires, radios, radio shelter or cabinet and related transmission and reception hardware and software and other personal property necessary to carry out City's microwave communications system located a portion of Tract 3A7 Clara Mundy Survey No. 247, City of Anthony, El Paso County, Texas more commonly known as Anthony Tower on the top of Franklin Mountains, for an initial term of five (5) years with an option to extend for additional five-year terms, at cost to the City of \$26,400 per annum for rent with a 3% annual increase and additional fees and operating costs, as set forth in the License

BACKGROUND / DISCUSSION:

This agreement allows the City to install Microwave Point-to Point (P-P) Base Station equipment along with Point-to-Multi-Point (PMP) equipment at the site as part of the City's Microwave project.

The City shall have no right, title or interest in the Site except the non-exclusive use of the stated site location. The City is responsible to abide by all federal, state and local rules and regulations pertaining to the operation of the Site and their equipment. The City will not increase its Tower Equipment or alter the wind load or structural impact of its equipment without the prior written consent of the Site Owner.

SELECTION SUMMARY:

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Dept.: 239- Information Technology
Division: 15070- Information Services
Fund: 1000- General Fund
Acct: 524000- Building Lease

BOARD / COMMISSION ACTION:

N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:

Name

Signature

Date

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a Government Entity Tower License Agreement between the Crown Atlantic Company, LLC, and the City of El Paso for antenna, shelter and/or antenna space, including any antennas, cables connectors, wires, radios, radio shelter or cabinet and related transmission and reception hardware and software and other personal property necessary to carry out City’s microwave communications system located a portion of Tract 3A7 Clara Mundy Survey No. 247, City of Anthony, El Paso County, Texas more commonly known as Anthony Tower on the top of Franklin Mountains, for an initial term of five (5) years with an option to extend for additional five-year terms, at cost to the City of \$26,400 per annum for rent with a 3% annual increase and additional fees and operating costs, as set forth in the License.

ADOPTED this _____ day of April, 2013.

CITY OF EL PASO

John Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Sol M. Cortez
Assistant City Attorney

Miguel Gamino Jr., Director
Information Technology Department



Customer Site Name: Anthony
Customer Site No.:

Crown Site Name: ANTHONY - ELP A03052070
JDE Business Unit: 806174
License Identifier: 338806

GOVERNMENT ENTITY TOWER LICENSE AGREEMENT

THIS GOVERNMENT ENTITY TOWER LICENSE AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 20____ (the "Effective Date") between Crown Atlantic Company LLC, a Delaware limited liability company, with its principal place of business at 2000 Corporate Drive, Canonsburg, Washington County, Pennsylvania 15317 ("Licensor"), and City of El Paso, a local government entity in Texas with its principal office at 300 North Campbell Street, El Paso County, El Paso, TX 79901-1402 ("Licensee").

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

1. DEFINITIONS

The following terms as used in this Agreement are defined as follows:

"Acquiring Party" Any person acquiring title to Licensor's interest in the real property of which the Site forms a part through a Conveyance.

"Adjustment Date" The date on which the Basic Payment shall be adjusted as set forth in Section 5.2 below.

"AM Detuning Study" A study to determine whether measures must be taken to avoid disturbance of an AM radio station signal pattern, as described in Section 2.3 below.

"Base Fee" The then-current Basic Payment, as described in Section 5.2 below.

"Basic Payment" The consideration paid by Licensee for the right to use the Licensed Space as described in Section 5.1 below and subject to adjustment as described in Section 5.2 below.

"Closeout Documentation" As-built drawings and other installation documentation required by Licensor, as described in Section 2.6 below.

"Conveyance" Including, without limitation, any exercise by a Lender of its rights under the Security Instrument, including a foreclosure, sheriff's or trustee's sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Site and any other transfer, sale or conveyance of the Licensor's interest in the property of which the Site forms a part under peril of foreclosure or similar remedy, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure or similar remedy.

"Crown Castle" An affiliate of Licensor that is designated by Licensor to perform any Work for Licensee pursuant to Section 2.5 below.

Prepared by: J.Ogbunugafor
Prepared on: 2/20/13
Revised on: 3/26/2013 9:07 AM



Customer Site Name: Anthony
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“Equipment” Licensee’s communications equipment including, but not limited to Licensee’s antennas, cables, connectors, wires, radios, radio shelter or cabinet, and related transmission and reception hardware and software, and other personal property.

“FCC” The Federal Communications Commission.

“Government Entity” Any federal, state or local governmental unit or agency thereof with jurisdiction applicable to the Site.

“Intermodulation Study” A study to determine whether an RF interference problem may arise, as described in Section 2.3 below.

“Intermodulation Study Fee” The fee payable by Licensee to Licensor to defray Licensor’s costs incurred in preparing or obtaining an Intermodulation Study. The amount of the Fee shall be reasonably commensurate with the scope and complexity of the subject Intermodulation Study.

“Lender” Any and all lenders, creditors, indenture trustees and similar parties.

“Licensed Space” That portion of the Site which is licensed to Licensee hereunder.

“Licensee” The party named as “Licensee” in the first paragraph hereof and its successors in interest.

“Licensor” The party named as “Licensor” in the first paragraph hereof and its successors in interest.

“Modification” (i) Any modification to the Equipment as specified herein or an approved Site Engineering Application; (ii) any alterations in the frequency ranges or FCC licensed allocation or power levels specified in the approved Site Engineering Application; (iii) any change in Licensee’s technology protocol (e.g., GSM, CDMA, TDMA, iDEN, etc.); (iv) any addition of Equipment or occupation of additional space, or relocation of Equipment on the tower or on the ground, or relocation of ground space or equipment shelter space; or (v) any repair to the Equipment that affects tower loading capacity.

“Prime Lease” The lease(s), sublease(s) or other prior agreement(s) or instrument(s) (e.g., deed) from which Licensor derives its rights in the Site and/or which contain(s) restrictions on use of the Site, as described in Article 18 below.

“Pro Rata Share” The fraction or decimal equivalent determined by dividing one (1) by the total number of then-existing users of the Site. In no event shall the Pro Rata Share exceed fifty percent (50%).

“Regulatory Compliance Costs” The reasonable costs, including reasonable attorneys’ fees, incurred by Licensor at the Site after the Effective Date in order to comply with any applicable law, regulation, rule, guideline, directive or requirement promulgated by a Government Entity.

“RF” Radio frequency.

“Security Instrument” Any and all mortgages, deeds of trust or other deeds, and any similar security agreements that encumber the Site to secure the debt of Licensor.

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Prepared on: 2/20/13

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CROWN CASTLE STANDARD FORM GOVERNMENT ENTITY TLA 2-21-07

Customer Site Name: Anthony
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“Site” The property referred to in Section 2.1 below, which is owned, leased, or otherwise controlled by Licensor and which contains the Licensed Space.

“Site Application Fee” The fee paid by Licensee to Licensor to evaluate a Site Engineering Application to determine whether the tower and Site have sufficient capacity to accommodate the Equipment.

“Site Engineering Application” The application form (as may be amended by Licensor from time to time), which shall be submitted to Licensor by Licensee when Licensee desires to apply for a license to install or make a Modification to Equipment. The approved Site Engineering Application is attached to, and incorporated into, this Agreement as part of **Exhibit B**.

“Site Plan” The site plan referred to in Section 2.2 below, a copy of which is attached hereto as **Exhibit C**.

“Site Rules” The “Site Rules”, or its successor, issued by Licensor from time to time, as described in Section 2.2 below.

“Structural Analysis” An engineering analysis performed to determine whether the physical and structural capacity of the tower are sufficient to accommodate the proposed Equipment, which analysis takes into consideration factors such as weight, wind loading and physical space requirements.

“Structural Analysis Fee” The fee payable by Licensee to Licensor in the amount of One Thousand Eight Hundred and 00/100 Dollars (\$1,800.00) to defray Licensor’s costs incurred with respect to its performance of a Structural Analysis.

“Subsequent Use” Any installation or modification to Licensor’s or another user’s equipment subsequent to the installation or modification of the Equipment as described in Section 6.1 below.

“Term” The term of this Agreement, as set forth in Article 4 below.

“Term Commencement Date” April 9, 2013.

“Tower Level Drawing” The tower level drawing referred to in Section 2.2 below, a copy of which is attached hereto as part of **Exhibit B**.

“Work” The installation or removal of Equipment or construction of an approved Modification to Equipment at the Site, as set forth in Section 2.5 below.

2. SITE, LICENSE, EQUIPMENT, LICENSED SPACE, APPLICATION FOR MODIFICATIONS, CONDITIONS PRECEDENT

2.1 **The Site.** The Site consists of that certain parcel of property, located in the City of Anthony, the County of El Paso, and the State of Texas, which is described in **Exhibit A** hereto.

2.2 **License to Install, Operate and Maintain the Equipment.** Licensor hereby grants a license to Licensee to install, operate and maintain the Equipment at the Site within the Licensed Space, as such Equipment and Licensed Space is described in, and subject to, the approved Site Engineering Application and Tower Level Drawing attached hereto as **Exhibit B** and as shown in the Site Plan attached hereto as **Exhibit C**. Such license is subject to the Site Rules and is restricted exclusively to the installation, operation and maintenance of antennas and equipment consistent with the specifications and in the locations identified in **Exhibit B** and **Exhibit C**. If Licensee

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fails to install the total number of permitted antennas and transmission lines as described in **Exhibit B** and **Exhibit C** within one hundred eighty (180) days of commencement of its initial installation of Equipment, the right to install any such antennas and lines not installed shall be deemed waived, with no reduction of the Basic Payment. No capacity or rights will be reserved for future installation of such Equipment after such one hundred eighty (180) day period.

2.3 Application for Modifications. Licensee shall apply to make Modifications by submitting a Site Engineering Application to Licensor. A Structural Analysis, AM Detuning Study or an Intermodulation Study may be required by Licensor in connection with a proposed Modification, and Licensee will be liable for the cost thereof. Any approved Modification shall be evidenced by an amendment to this Agreement, and the Site Engineering Application approved by Licensor describing the Modification shall be an exhibit to said amendment.

2.4 Conditions Precedent to Installation of Equipment or Modification. Notwithstanding anything to the contrary herein, the parties agree that Licensee's right to install Equipment or make a Modification to Equipment at the Site shall not commence until the following conditions are satisfied: (i) Licensor has received any written consent required under the Prime Lease to allow Licensor to license the Licensed Space to Licensee; (ii) a Site Engineering Application has been approved by Licensor; (iii) the Site Application Fee, Structural Analysis Fee, Intermodulation Study Fee and fee for AM Detuning Study (if any) have been paid; (iv) Licensee has received all required permits (if any) for its installation of, or Modification to, the Equipment and all required regulatory or governmental approvals of Licensee's proposed use of the Site, and Licensor has received, reviewed, and accepted copies of such required permits (if any) and such required regulatory or governmental approvals; and (v) Licensor has received a waiver of any applicable rights of first refusal in and to the space or Licensed Space that Licensee identifies in the Site Engineering Application. With respect to Licensee's initial installation of Equipment at the Site, if any applicable conditions precedent are not satisfied within one hundred eighty (180) days of the date of full execution of this Agreement, either party shall have the right to terminate this Agreement upon written notice to the other party, unless and until all applicable conditions precedent are thereafter satisfied. Upon satisfaction of all conditions precedent, Licensor shall provide written notice to Licensee to confirm said satisfaction. In the event that Licensee breaches this Agreement by installing Equipment or making a Modification other than as permitted hereunder, then in addition to all other remedies available to Licensor, Licensor shall be entitled to receive, and Licensee shall pay to Licensor, upon notice from Licensor, an administrative fee equal to six (6) times the Basic Payment, if payable monthly, or one-half (1/2) the Basic Payment, if payable annually, based on the amount of the Basic Payment at the time of said notice.

2.5 Performance of Work. Licensee shall engage Crown Castle to install Licensee's Equipment, to make approved Modifications to Licensee's Equipment, and to remove Licensee's Equipment from the Site pursuant to this Article 2 (the "Work"). With respect to each such engagement, Licensee shall pay to Crown Castle a fee equal to the cost of the subject Work plus fifteen percent (15%), and such Work shall otherwise be performed upon other terms mutually agreed upon by the parties in writing. Prior to Crown Castle's performance of any such Work, Licensor shall cause Crown Castle to provide to Licensee written documentation that sets forth the breakdown of the actual cost(s) of the subject Work and the fifteen percent (15%) mark-up.

2.6 Closeout Documentation. Licensor shall provide to Licensee all Closeout Documentation within forty-five (45) days of completion of the Work.

3. ACCESS, USE OF SITE

3.1 Access to Site. Licensor hereby grants to Licensee a non-exclusive license for pedestrian and vehicular ingress to and egress from the Site over the designated access area to the Site as described in **Exhibit A**, on a 24 hour per day, 7 day per week basis, subject, however, to any restrictions in the Prime Lease or any underlying easement, for the purposes of maintaining, operating and repairing the Equipment, together with license to maintain, operate and repair utility lines, wires, cables, pipes, lines, or any other means of providing utility

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service, including electric and telephone service, to the Licensed Space. Licensor shall have no duty to remove snow or otherwise maintain the access area.

3.2 **Authorized Persons; Safety of Personnel.** Licensee's right of access shall be limited to authorized employees, contractors or subcontractors of Licensee, or persons under their direct supervision. Licensee shall not allow any person to climb a tower without ensuring that such person works for a vendor approved by Licensor for the subject work.

3.3 **Notice to District Manager.** Licensee agrees to provide Licensor's designated District Manager (or other designated person) prior notice of any access to be made by Licensee to the Site, except in the event of an emergency, in which event Licensee shall provide notice within twenty-four (24) hours following such emergency access. For the purposes hereof, an emergency shall be deemed to be a situation that reasonably appears to present an imminent risk of bodily injury or property damage.

3.4 **Licensee's Use of the Site.** Licensee shall use the Licensed Space at the Site to install, operate and maintain only the Equipment and shall transmit and receive only within the FCC licensed frequency ranges and at the power levels specified herein.

3.5 **Permits, Authorizations and Licenses.** Licensee shall be solely responsible for obtaining, at its own expense, all permits, authorizations and licenses associated with its occupancy of Licensed Space at the Site and utilization of Equipment thereon and shall promptly provide copies thereof to Licensor.

3.6 **Zoning Approval.** Licensee must provide Licensor with copies of any zoning application or amendment that Licensee submits to the applicable zoning authority in relation to its installation or modification of Equipment at the Site, at least seventy-two (72) hours prior to submission to the applicable zoning authority. Licensor reserves the right to (i) require that it be named as co-applicant on any such zoning application or amendment and/or (ii) require revisions to any such zoning application or amendment. Licensor also reserves the right, prior to any decision by the applicable zoning authority, to approve or reject any conditions of approval, limitations or other obligations that would apply to the owner of the Site or property, or any existing or future Site licensee, as a condition of such zoning authority's approval; provided, however, Licensor shall not unreasonably withhold or delay approval of any such conditions of approval, limitations or other obligations. Licensee agrees that any Modification, or change in use of the Licensed Space, as approved herein, requires an amendment hereto which may entitle Licensor to additional compensation. Licensee shall be solely responsible for all costs and expenses associated with (i) any zoning application or amendment submitted by Licensee, (ii) making any improvements or performing any other obligations required as a condition of approval with respect to same and (iii) any other related expenses.

3.7 **Utilities.** Licensee shall pay for all electricity and other utilities it uses. If separate metering is unavailable, Licensee shall pay a share of such costs as allocated by Licensor.

4. TERM

4.1 **Term of Agreement.** The term of this Agreement shall commence on the Term Commencement Date and continue for a period of five (5) year(s), ending on the day immediately prior to the fifth (5th) anniversary of the Term Commencement Date at twelve o'clock (12:00 p.m.) EST (the "Term").

4.2 **Term Renewal.** Licensee may extend the Term of this Agreement for up to five (5) additional five (5) year terms by providing written notice to Licensor of its election not to renew the Term, at least ninety (90) days prior to the end of the current Term.

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4.3 **Term Subject to Prime Lease.** Notwithstanding the foregoing, if Licensor's rights in the Site are derived from a Prime Lease, then the Term shall continue and remain in effect only as long as Licensor retains its interest under said Prime Lease.

5. CONSIDERATION

5.1 **Basic Payment.** Licensee shall pay to Licensor Two Thousand Two Hundred and 00/100 Dollars (\$2,200.00) per month (the "Basic Payment") for its license and use of the Licensed Space. The Basic Payment shall be paid in advance and without demand, in equal monthly payments payable on the Term Commencement Date, and on the first day of each month thereafter continuing for the Term, subject to extensions as provided for herein. Payments shall be made by check payable to Crown Atlantic Company LLC, PO Box 203127, Houston, TX 77216-3127. Licensee shall include the JDE Business Unit No. 806174 on or with each payment. Licensee shall also make any payments required to be made by a user of the Site to the lessor or landlord under the Prime Lease, attached hereto as **Exhibit D**.

5.2 **Adjustments to Basic Payment.** The Basic Payment shall be increased on the first anniversary of the Term Commencement Date and every anniversary of the Term Commencement Date thereafter (the "Adjustment Date") by three percent (3%). Licensor's failure to demand any such increase shall not be construed as a waiver of any right thereto and Licensee shall be obligated to remit all increases notwithstanding any lack of notice or demand thereof. The adjustment to the Basic Payment shall be calculated by the following formula:

The adjusted Basic Payment = Base Fee + (Base Fee × 3%).

"Base Fee" shall mean the then-current Basic Payment.

5.3 **Regulatory Compliance Costs.** In the event that Licensor incurs Regulatory Compliance Costs at the Site during the Term, Licensee shall pay to Licensor its Pro Rata Share of such Regulatory Compliance Costs within thirty (30) days of receipt of Licensor's invoice for same, subject to the extent applicable to the provisions of Texas Government Code Chapter 2251, Payment for Goods and Services.

5.4 **Taxes, Fees and Assessments.** Licensee shall pay directly to the applicable Government Entity or to Licensor if Licensor is invoiced by such Government Entity, all taxes, fees, assessments or other charges assessed by any Government Entity against Licensee's use of the Site or the Licensed Space. Licensee shall pay to Licensor, if and when due, any sales, use, ad valorem or other taxes or assessments which are assessed or due by reason of this Agreement or Licensee's use of the Site or the Licensed Space. Notwithstanding the foregoing, Licensor acknowledges that the Licensee is a tax-exempt entity and not subject to the payment of taxes on personal property it owns and, upon Licensor's request, Licensee shall provide a copy of its tax-exempt certificate to Licensor. If a taxing authority assesses any such taxes and Licensee challenges the applicability thereof, and Licensee obtains from such taxing authority written confirmation that such taxes are not due by reason of this Agreement or Licensee's use of the Site or the Licensed Space, then Licensee shall provide to Licensor a copy of such written confirmation and Licensee shall not be responsible for the payment of such taxes. Licensee shall also pay to Licensor its Pro Rata Share of all taxes, fees, assessments or charges assessed by any Government Entity against the Site or against Licensor's improvements thereon. Licensor shall provide notice of any assessments to be paid by Licensee promptly upon receipt. Licensor shall invoice Licensee annually, indicating the amount of the assessment, its Pro Rata Share and the amount due. Said invoices shall be paid within thirty (30) days of Licensee's receipt. Payments to Licensor under this Section 5.4 are subject to the extent applicable to the provisions of Texas Government Code Chapter 2251, Payment for Goods and Services.

6. INTERFERENCE

6.1 **Interference to Licensee's Operations.** Licensor agrees that neither Licensor nor Licensor's other users of the Site or property adjacent to the Site controlled or owned by Licensor, whose equipment is installed

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or modified subsequently to Licensee's Equipment ("Subsequent Use"), shall permit their equipment to interfere with Licensee's permitted transmissions or reception. In the event that Licensee experiences RF interference caused by such Subsequent Use, Licensee shall notify Licensor in writing of such RF interference and Licensor shall cause the party whose Subsequent Use is causing said RF interference to reduce power and/or cease operations in order to correct and eliminate such RF interference within seventy-two (72) hours after Licensor's receipt of such notice. In the event Licensor is notified of any RF interference experienced by Licensee alleged to be caused by a Subsequent Use, the entity responsible for the Subsequent Use shall be obligated to perform (or cause to be performed) whatever actions are commercially reasonable and necessary at no cost or expense to Licensee to eliminate such RF interference. Licensor further agrees that any licenses or other agreements with third parties for a Subsequent Use will contain provisions that similarly require such users to correct or eliminate RF interference with Licensee's operation of its Equipment following receipt of a notice of such interference.

6.2 **Interference by Licensee.** Notwithstanding any prior approval by Licensor of Licensee's Equipment, Licensee agrees that it will not allow its Equipment to cause RF interference to Licensor and/or other pre-existing uses of users of the Site in excess of levels permitted by the FCC. If Licensee is notified in writing that its operations are causing such RF interference, Licensee will immediately take all necessary steps to determine the cause of and eliminate such RF interference. If the interference continues for a period in excess of seventy-two (72) hours following such notification, Licensor shall have the right to require Licensee to reduce power and/or cease operations until such time as Licensee can make repairs to the interfering Equipment. In the event that Licensee fails to promptly take such action as agreed, then Licensor shall have the right to terminate the operation of the Equipment causing such RF interference, at Licensee's cost, and without liability to Licensor for any inconvenience, disturbance, loss of business or other damage to Licensee as the result of such actions.

7. RELOCATION OF EQUIPMENT BY LICENSOR

7.1 **Relocation of Equipment at Licensor's Option.** Licensor shall have the right to change the location of the Equipment (including re-location of Equipment on the tower to an elevation used by other licensees) upon sixty (60) days written notice to Licensee, provided that said change does not, when complete, materially alter the signal pattern of the Equipment existing prior to the change. Any such relocation shall be performed at Licensor's expense and with reasonably minimal disruption to Licensee's operations and shall be evidenced by an amendment to this Agreement.

7.2 **Intentionally Omitted.**

8. RF EXPOSURE

Licensee agrees to reduce power or suspend operation of its Equipment if necessary and upon reasonable notice to prevent exposure of workers or the public to RF radiation in excess of the then-existing regulatory standards.

9. LIENS

Licensee shall keep the Licensed Space, the Site and any interest it or Licensor has therein free from any liens arising from any work performed, materials furnished or obligations incurred by or at the request of Licensee, including any mortgages or other financing obligations, and shall discharge any such lien filed, in a manner satisfactory to Licensor, within thirty (30) days after Licensee receives written notice from any party that the lien has been filed.

10. Intentionally Deleted

11. INSURANCE

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11.1 Licensee's Insurance. Except as otherwise permitted herein, Licensee shall carry public liability insurance covering its use of the Site with companies and in a form satisfactory to Licensor. The policy shall name Licensee as insured and Licensor as an additional insured. The policy shall bear endorsements to the effect that the insurer agrees to notify Licensor not less than thirty (30) days in advance of any modification or cancellation thereof. At a minimum, Licensee and all parties accessing the Site for or on behalf of Licensee (other than independent contractors, which must provide coverage specified by Licensor) shall obtain the following insurance coverage: (i) Statutory Workers' Compensation including \$500,000 Employers' Liability; (ii) Comprehensive General Liability including personal injury, broad form property damage, independent contractor, XCU and products/completed operations with limits not less than \$2,000,000 per occurrence; (iii) Automobile Liability with limits not less than \$1,000,000 per occurrence; and (iv) Fire and extended coverage insurance on all of Licensee's improvements at the Site including all of Licensee's Equipment and other personal property at the Site. The amount of the insurance limits identified above shall be increased on every fifth (5th) anniversary of the date of this Agreement by twenty-five percent (25%) over the amount of the insurance limits for the immediately preceding five (5) year period. All insurers will be rated A.M. Best A-(FSC VIII) or better and must be licensed to do business in the jurisdiction where the Site is located. The insurance requirements in this Agreement shall not be construed to limit or otherwise affect the liability of Licensee. All policies required to be provided pursuant to this Section 11.1 shall contain a waiver of subrogation in favor of Licensor. Licensee shall provide certificates evidencing said coverage to Licensor upon execution hereof. Licensee shall provide a copy of said policies to Licensor upon request.

Notwithstanding the foregoing, Licensee has represented to Licensor that Licensee provides its own self-insurance for one or more of the types of coverage specified above. Licensor agrees to accept Licensee's program of self-insurance (with respect to Licensee only), provided that if at any time Licensee is no longer self-insured, then Licensee shall acquire and maintain insurance as otherwise set forth herein with respect to the type(s) of coverage for which Licensee is no longer self-insured and provide to Licensor a certificate of insurance evidencing its acquisition of such insurance coverage required herein.

11.2 Licensor's Insurance. Licensor shall carry public liability insurance covering its use of the Site. At a minimum, Licensor shall obtain the following insurance coverage: (i) Statutory Workers' Compensation including \$500,000 Employers' Liability; (ii) Comprehensive General Liability including personal injury, broad form property damage, independent contractor, XCU and products/completed operations with limits not less than \$2,000,000 per occurrence, or with limits not less than \$1,000,000 per occurrence, provided that Licensor also obtain excess (umbrella) insurance coverage with limits not less than \$1,000,000 per occurrence; (iii) Automobile Liability with limits not less than \$1,000,000 per occurrence; and (iv) Fire and extended coverage insurance on all of Licensor's improvements at the Site including all of Licensor's equipment and other personal property at the Site. All insurers will be rated A.M. Best A-(FSC VIII) or better and must be licensed to do business in the jurisdiction where the Site is located. The insurance requirements in this Agreement shall not be construed to limit or otherwise affect the liability of Licensor. Licensor shall provide certificates evidencing said coverage to Licensee upon execution hereof and thereafter upon request.

12. CASUALTY OR CONDEMNATION

12.1 Casualty. In the event that the Site, or any part thereof, is damaged by fire or other casualty not caused by Licensee, Licensor shall have ninety (90) days from the date of damage, if the damage is less than total destruction of the Site, in which to make repairs, and one hundred and eighty (180) days from date of destruction, if the Site (including the tower structure) is destroyed, in which to replace the destroyed portion of the Site. If Licensor fails for any reason to make such repair or restoration within the stipulated period and the damage or destruction effectively precludes Licensee's use of the Site as authorized under this Agreement, then either party may, at its option, terminate this Agreement without further liability of the parties, as of the date of partial or complete destruction. If, for any reason whatsoever, Licensee's use of the Site is interrupted due to casualty, Licensee's sole remedy shall be abatement of the Basic Payment for the period during which Licensee's use of the Site is interrupted. Except with regard to repair of the Site as stated in this Section 12.1, Licensor shall not be

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responsible for any damage caused by vandalism or acts of God. In no event shall Licensor be liable to Licensee for damage to the Equipment or interruption or termination of Licensee's operations caused by forces majeure or acts of God.

12.2 **Condemnation.** If any part of the Site shall be taken under the power of eminent domain Licensor and Licensee shall be entitled to assert their respective claims in accordance with applicable state law.

13. DEFAULT, REMEDIES, WAIVER OF CONSEQUENTIAL DAMAGES

Either of the following shall constitute an event of default hereunder: (i) Licensee's failure to either pay any amount due hereunder within ten (10) days of written notice from Licensor that said payment is delinquent; or (ii) either party's failure to cure any breach of any covenant of such party (not related to timeliness of payments) herein within thirty (30) days of written notice the non-breaching party of said breach; provided, however, such thirty (30) day cure period shall be extended upon the breaching party's request if deemed by the non-breaching party to be reasonably necessary to permit the breaching party to complete the cure, and further provided that the breaching party shall commence any cure within the thirty (30) day period and thereafter continuously and diligently pursue and complete such cure. In the event of default by Licensee, Licensee shall immediately make full payment of all amounts that Licensor would have been entitled to receive hereunder for the remainder of the then-current Term and Licensor shall have the right to accelerate and collect said payments. All delinquent amounts shall bear interest at the maximum amount permitted by law pursuant to Texas Government Code Chapter 2251. Except as otherwise provided in this Agreement, neither party shall be liable to the other for consequential, indirect, special, punitive or exemplary damages for any cause of action whether in contract, tort or otherwise, hereunder.

14. USE OF HAZARDOUS CHEMICALS

Licensee must inform Licensor if it will house batteries or fuel tanks at the Site. The use of any other hazardous chemicals at the Site requires Licensor's prior written approval. Licensee agrees to provide to Licensor no later than each January 15th, an annual inventory of its hazardous chemicals at the Site.

15. GOVERNING LAW, VENUE

The laws of the state where the Site is located, regardless of conflict of law principles, shall govern this Agreement, and any dispute related to this Agreement shall be resolved by arbitration or litigation in said state.

16. ASSIGNMENT, SUBLEASE, SHARING

This Agreement may not be sold, assigned or transferred, in whole or in part, by Licensee without the prior written approval or consent of Licensor, which consent may be withheld at Licensor's sole discretion. Any such assignment shall be evidenced by a form provided by Licensor and executed by Licensor, Licensee and the assignee. Licensee shall not sublease or license its interest in this Agreement, either directly or through subsidiaries or affiliated entities. Licensee shall not share the use of its Equipment with any third party.

17. NOTICES

All notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible. The notices shall be sent to the parties at the following addresses:

Prepared by: J.Ogbunugafor
Prepared on: 2/20/13
Revised on: 3/25/2013 1:13 PM
CROWN CASTLE STANDARD FORM GOVERNMENT ENTITY TLA 2-21-07

Customer Site Name: Anthony
Customer Site Number:

Crown Site Name: ANTHONY - ELP A03052070
JDE Business Unit: 806174
License Identifier: 338806

As to Licensee: City of El Paso
Post Office Box 1890
El Paso, TX 79950-1890
Telephone Number: (915) 541-4882

As to Licensor: Crown Atlantic Company LLC
2000 Corporate Drive
Canonsburg, PA 15317
Attention: Legal Department
Telephone Number: (724) 416-2000
Facsimile Number: (724) 416-2353

Licensor or Licensee may from time to time designate any other address for this purpose by giving written notice to the other party.

18. PRIME LEASE AGREEMENT

Licensor and Licensee acknowledge that Licensee's use of the Site is subject and subordinate to the Prime Lease. A redacted copy of the Prime Lease is attached as **Exhibit D** hereto. Licensee agrees to be bound by and to perform all of the duties and responsibilities required of the lessee, grantee or licensee as set forth in the Prime Lease to the extent they are applicable to the access to and use of the Site.

19. TERMINATION

19.1 Withdrawal or Termination of Approval or Permit. In the event any previously approved zoning or other permit of a Government Entity affecting the use of the Site as a communications facility is withdrawn or terminated, this Agreement shall be deemed to have been terminated effective as of the date of the termination of the permit or approval.

19.2 Termination of Prime Lease. In the event that the Prime Lease terminates for any reason, this Agreement shall be deemed to have terminated effective as of the date of the termination of the Prime Lease.

19.3 Termination Due to Non-Appropriation of Funds. If the annual appropriation of funds for Licensee's payment of Basic Payments due under this Agreement ceases, then (i) this Agreement shall automatically terminate as of the expiration of the then-current fiscal year (the "Termination Date"), (ii) Licensee shall promptly notify Licensor in writing of such non-appropriation at least thirty (30) days prior to the Termination Date, (iii) Licensee shall not be obligated to make any Basic Payments beyond the Termination Date (i.e., beyond the end of the fiscal year for which funds have been appropriated), provided that Licensee shall remove any and all of its Equipment from the Site, and deliver possession of the Licensed Space to Licensor, on or prior to the Termination Date, and (iv) Licensee shall pay Licensor for those services performed under this Agreement through and including the Termination Date.

20. NO WAIVER

No provision of this Agreement will be deemed to have been waived by either party unless the waiver is in writing and signed by the party against whom enforcement is attempted.

21. NON-DISCLOSURE

The parties agree that except to the extent required by law, without the express written consent of the other party, neither party shall reveal, disclose or publish to any third party the terms of this Agreement or any portion thereof, except to such party's auditor, accountant, lender or attorney or to a Government Entity if required by

Prepared by: J.Ogbunugafor

Prepared on: 2/20/13

Revised on: 3/25/2013 1:13 PM

CROWN CASTLE STANDARD FORM GOVERNMENT ENTITY TLA 2-21-07

Customer Site Name: Anthony
Customer Site Number:

Crown Site Name: ANTHONY - ELP A03052070
JDE Business Unit: 806174
License Identifier: 338806

regulation, subpoena or government order to do so. Notwithstanding the foregoing, either party may disclose the terms of this Agreement to any of its affiliated entities, and Licensor may disclose the terms of this Agreement to any of its lenders or creditors or to third parties that are existing or potential lessees or licensees of space at the Site as may be reasonably necessary with respect to the operation, leasing, licensing and marketing of the Site, including, without limitation, terms relating to Licensee's permitted frequencies for the purposes of RF compliance tests and terms relating to Licensee's Equipment installed, or to be installed, on the tower for the purposes of structural analysis. Notwithstanding the foregoing, Licensor acknowledges that Licensee is subject to the Public Information Act, Chapter 552, Texas Government Code (the "Act"). Licensee will maintain the confidentiality of the terms of this Agreement to the extent permitted by law and agrees that, as required by the Act, it will notify Licensor if a request relating to the disclosure of the terms of this Agreement is received. Licensor understands that if any such disclosure request is made, that Licensee may disclose the terms of this Agreement to the requesting party pursuant and subject to the Act, and that Licensor may assert its own proprietary interest as a basis for nondisclosure.

22. SUBORDINATION, NON-DISTURBANCE, ATTORNMENT

22.1 Subordination. Subject to Section 22.2, this Agreement and Licensee's rights hereunder are and will be subject and subordinate in all respects to: (i) the Security Instrument from Licensor in favor of Lender insofar as the Security Instrument affects the property of which the Site forms a part; (ii) any and all advances to be made thereunder; and (iii) any and all renewals, extensions, modifications, consolidations and replacements thereof. Said subordination is made with the same force and effect as if the Security Instrument had been executed prior to the execution of this Agreement.

22.2 Non-Disturbance. The subordination described in Section 22.1 is conditioned upon the agreement by Lender that, so long as this Agreement is in full force and effect and Licensee is not in material default (beyond applicable notice and cure periods) hereunder, Lender, for itself and on behalf of its successors in interest, and for any Acquiring Party, agrees that the right of possession of the Site and all other rights of Licensee pursuant to the terms of this Agreement shall remain in full force and effect and shall not be affected or disturbed by Lender in the exercise of its rights under the Security Instrument.

22.3 Liability of Parties. Licensee and Licensor agree (i) that any Conveyance shall be made subject to this Agreement and the rights of Licensee hereunder and (ii) that the parties shall be bound to one another and have the same remedies against one another for any breach of this Agreement as Licensee and Licensor had before such Conveyance; provided, however, that Lender or any Acquiring Party shall not be liable for any act or omission of Licensor or any other predecessor-in-interest to Lender or any Acquiring Party. Licensee agrees that Lender may join Licensee as a party in any action or proceeding to foreclose, provided that such joinder is necessary to foreclose on the Security Instrument and not for the purpose of terminating this Agreement.

22.4 Attornment. Licensee agrees that, upon receipt by Licensee of notice to attorn from Lender or any Acquiring Party, along with reasonable supporting documentation, (i) Licensee shall not seek to terminate this Agreement and shall remain bound under this Agreement, and (ii) Licensee shall attorn to, accept and recognize Lender or any Acquiring Party as the licensor or lessor hereunder pursuant to the provisions expressly set forth herein for the then remaining balance of the Term of this Agreement and any extensions or expansions thereof as made pursuant hereto. Licensee agrees, however, to execute and deliver, at any time and from time to time, upon the request of Lender or any Acquiring Party any reasonable instrument which may be necessary or appropriate to evidence such attornment.

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Prepared by: J.Ogbunugafor
Prepared on: 2/20/13
Revised on: 3/25/2013 1:13 PM
CROWN CASTLE STANDARD FORM GOVERNMENT ENTITY TLA 2-21-07

Customer Site Name: Anthony
Customer Site Number:

Crown Site Name: ANTHONY - ELP A03052070
JDE Business Unit: 806174
License Identifier: 338806

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

Licensor
Crown Atlantic Company LLC

By: _____
Print Name: _____
Title: _____
Area: _____

Date: _____

Licensee
City of El Paso

By: _____
Print Name: _____
Title: _____

Date: _____

Customer Site Name: Anthony
Customer Site Number:

Crown Site Name: ANTHONY - ELP A03052070
JDE Business Unit: 806174
License Identifier: 338806

EXHIBIT A to Government Entity Tower License Agreement

SITE AND ACCESS AREA LEGAL DESCRIPTIONS

The legal description of the Site is set forth in the Prime Lease attached to the Agreement as Exhibit D and is incorporated herein by reference.

Prepared by: J.Ogbunugafor

Prepared on: 2/20/13

Revised on: 2/19/2013 9:15 AM

CROWN CASTLE STANDARD FORM GOVERNMENT ENTITY TLA 2-21-07

Customer Site Name: Anthony
Customer Site Number:

Crown Site Name: ANTHONY - ELP A03052070
JDE Business Unit: 806174
License Identifier: 338806

EXHIBIT B to Government Entity Tower License Agreement

APPROVED SITE ENGINEERING APPLICATION AND TOWER LEVEL DRAWING

(See attached)

Prepared by: J. Ogbunugafor

Prepared on: 2/20/13

14

Revised on: 2/19/2013 9:15 AM

CROWN CASTLE STANDARD FORM GOVERNMENT ENTITY TLA 2-21-07



Customer Approved: Feb 11 2013

Application ID: 172849 Revision # 3 Submitted: Jan 25 2013

Submitted By: Elizabeth Steckel
Original Submit Date: Jan 03 2013 **Desired Install Date:** Jan 01 2013
Reason for Application: First time antenna installation at this site **JDE Job Number** 215628

Applications are subject to applicable Crown Castle engineering, regulatory, zoning/planning, and priority property-owner approval. Approval conditions may result in alternative requirements for type and/or placement of equipment. Approval conditions may also lead to additional or revised engineering analysis at Crown Castle discretion and upon consent of the customer.

Company Information

MLA: Stand Alone Agreement - TLA
Company: EL PASO CITY OF
Address: 2 CIVIC CENTER PLAZA
City/Town: EL PASO
State: TX **Postal Code:** 79901
Customer Job Number: N/A
Customer Payment Reference: N/A
Customer Site Name: Anthony
Customer Site Number : N/A

Site Information

Crown Castle Site Name: ANTHONY - ELP A03052070
Crown Castle Site ID: 806174
Crown Castle District: Phoenix
Address: 3016 Mountain Pass
City/Town: Anthony
State: TX **Postal Code:** 79821
County: El Paso
Latitude: 31° 59' 54.77" **Longitude:** -106° 34' 40.97"
Structure Type: SELF SUPPORT **Structure Height:** 180 ft

Legal Entity Information

Operating Legal Entity: EL PASO CITY OF
Primary Contact: Edward Ozogar **Phone:** (915) 541-4882
E-mail: ozogaregj@elpasotexas.gov **Fax:** N/A
Address: 2 Civic Center Plaza
City/Town: El Paso **State:** TX **Postal Code:** 79901
RF Contact: N/A **Phone:** N/A
E-mail: N/A

Service Information

Svc	Technology	EIRP (WATTS)	Std Frequency	Frequencies Transmit		Receive	
				Start	Stop	Start	Stop
1	Digital	300.0		858.15	858.25	815.15	815.15
2	MW Link	500.0		10107.0	11220.0	10107.0	11220.0

Antenna Information

Cust Mount Class / CAD	C Line Mount	Leg or	Mfg. /	Transmit	Transmit	Receive	Receive



Pos.	Mount	Elev	Level	Azimuth	Face	Model	Svc	Start	Stop	Start	Stop	Use	Orient	Status
E	Platform Mount Platform Mount [LP 301-1]	181	178.0 FT	176	Face A	MOTOROLA 85010089003	2	10107.0	11220.0	10107.0	11220.0	TX/RX	Mid-Mount	Proposed
A	Platform Mount Platform Mount [LP 301-1]	186	178.0 FT	0	Face A	SINCLAIR SC481-L	1	858.15	858.25	N/A	N/A	TX	Mid-Mount	Proposed
B	Platform Mount Platform Mount [LP 301-1]	186	178.0 FT	90	Face A	SINCLAIR SC481-L	1	N/A	N/A	815.15	815.15	RX	Mid-Mount	Proposed
H	Platform Mount Platform Mount [LP 301-1]	186	178.0 FT	180	Face C	SINCLAIR SC481-L	1	858.15	858.25	N/A	N/A	TX	Mid-Mount	Proposed
J	Platform Mount Platform Mount [LP 301-1]	186	178.0 FT	270	Face C	SINCLAIR SC481-L	1	858.15	858.25	N/A	N/A	TX	Mid-Mount	Proposed

Feedline Information

Pos.	Customer Mount Class	Qty	Mfg.	Model	Length	Location	Ladder Type	Status
E	Platform Mount	1	Primary: ANDREW	LDF2-50A	231.0	F1C	BNDD	Proposed
		1	Secondary: ANDREW	LDF2-50A	231.0	F1C	BNDD	Proposed
A	Platform Mount	1	Primary: ANDREW Secondary: N/A	LDF5-50A	236.0	F1C	BNDD	Proposed
B	Platform Mount	1	Primary: ANDREW	LDF5-50A	236.0	F1C	BNDD	Proposed
		1	Secondary: ANDREW	LDF4-50A	236.0	F1C	BNDD	Proposed
H	Platform Mount	1	Primary: ANDREW Secondary: N/A	LDF5-50A	236.0	F1C	BNDD	Proposed
J	Platform Mount	1	Primary: ANDREW Secondary: N/A	LDF5-50A	236.0	F1C	BNDD	Proposed

Optional Component Information

Pos.	Customer Mount Class	Qty.	Type	Mfg.	Tower Mounted Equipment Model	Elevation	Status
E	Platform Mount	N/A	N/A	N/A	N/A	N/A	N/A
A	Platform Mount	N/A	N/A	N/A	N/A	N/A	N/A
B	Platform Mount	1	TMA	BIRD TECHNOLOGIES GROUP	429-83H-01-M	178.0 ft	Proposed
H	Platform Mount	N/A	N/A	N/A	N/A	N/A	N/A
J	Platform Mount	N/A	N/A	N/A	N/A	N/A	N/A

Power Requirements

VAC	Need Crown Power	Phase	Amps
120/240	Yes	Single Phase	200

Lease, Pad, and Building Requirements

Building	Building Id #:	Building Type:	Length	Width	Height	SQ. Footage	Status
	806174	BLDG	28ft 0in	12ft 0in	10ft 0in	336.0	PRPSD
Lease Pad			N/A N/A	N/A N/A	N/A N/A	N/A	N/A



Building N/A N/A N/A N/A N/A N/A N/A

Other Pad Requirements

No cabinets, dishes or other pads exist for this application

Number of Existing Cabinets: 0
Number of Proposed Cabinets: 0

Generator Requirements

Propane Generator

Generator Status:	Location:	Manufacturer:	Model:	Generator Size (KW):	Tank Size (GAL):	Crown or Customer Generator:
PRPSD	INADDAR	GENERAC POWER SYSTEMS	SG070	70	1000	CUSTOMER

	Length	Width	Height	SQ. Footage	Status
Lease	9ft 6in	4ft 4in	8ft 0in	41.17	PRPSD
Pad	9ft 6in	4ft 4in	1ft 0in	41.17	PRPSD
Propane Lease	16ft 0in	4ft 0in	8ft 0in	64.0	PRPSD
Propane Pad	16ft 0in	4ft 0in	1ft 0in	64.0	PRPSD

Battery Requirements

Is Battery Backup Required? Yes

Type	Qty.	Mfg.	Model
INSTLLD	0	N/A	N/A
PRPSD	17	VRLA	180T

Comments/Additional Information

Comments:

FIRST TIME INSTALL. The City of El Paso TX would like to install (4) Omnis, (1) MW, (7) lines, and (1) TMA at 178'. They would also like to utilize the 28'x12' abandoned building at this site. Customer is also requesting a separate 16'x4' pad for a new propane tank that will be installed along with a new generator at this site. Customer requires an additional 4'4"x9'6" lease area and pad with the same dimensions for this new generator. (2) GPS antennas to also be installed within the existing building at this site. This install does require lead acid batteries.

****Indicates where Cut Sheet data has been entered.**

NOTICE: Structural Analysis shall be performed in accordance with the current revision of the TIA/EIA 222 standard and applicable local building permit codes and standards. EME analysis shall be consistent with current revision of FCC/OSHA standard OETB 65. AM detuning, when required, will be performed to 47 CFR22.371. The customer is responsible for all analysis expenses. All construction drawings are subject to Crown Castle engineering approval prior to commencement of tower attachments and compound installations. Installation of equipment not conforming to approved drawings may violate the terms of the occupancy agreement and will be corrected at the customer's expense. Crown Castle requires drawings for pre-construction approval and as built drawings for physical configuration validation to be submitted as unlocked AutoCAD files (Version 2000i preferred).

Appendix A - Antenna, Feedline, TME Specifications

Antenna Specifications

Quantity	Manufacturer	Model	Type	Height	Width	Depth	Weight	Flat Plate Area
1	MOTOROLA	85010089003	MICROWAVE DISH	31.2 IN	31.2 IN	16.3 IN	48.5 LBS	0.0
4	SINCLAIR	SC481-L	OMNI	194.0 IN	2.5 IN	2.5 IN	29.0 LBS	0.0

Feedline Specifications

Quantity	Manufacturer	Model	Nominal Size	Nominal O.D.
2	ANDREW	LDF2-50A	3/8"	0.44 IN
4	ANDREW	LDF5-50A	7/8"	1.09 IN
1	ANDREW	LDF4-50A	1/2"	0.63 IN

Tower Mounted Equipment Specifications

Quantity	Manufacturer	Model	Weight	Dimensions			Frequency		Sail Area
				Length	Width	Height	Low	High	
1	BIRD TECHNOLOGIES GROUP	429-83H-01-M	20.0 LBS	6.0 IN	6.0 IN	18.0 IN	792.0 MHZ	824.0 MHZ	0.0 FT2

Customer Site Name: Anthony
Customer Site Number:

Crown Site Name: ANTHONY - ELP A03052070
JDE Business Unit: 806174
License Identifier: 338806

EXHIBIT C to Government Entity Tower License Agreement

SITE PLAN; LOCATION AND DIMENSIONS (LENGTH, WIDTH, HEIGHT)
OF EQUIPMENT BUILDING/FLOOR SPACE
AND ANY OTHER INSTALLATION AT THE SITE

(See attached)

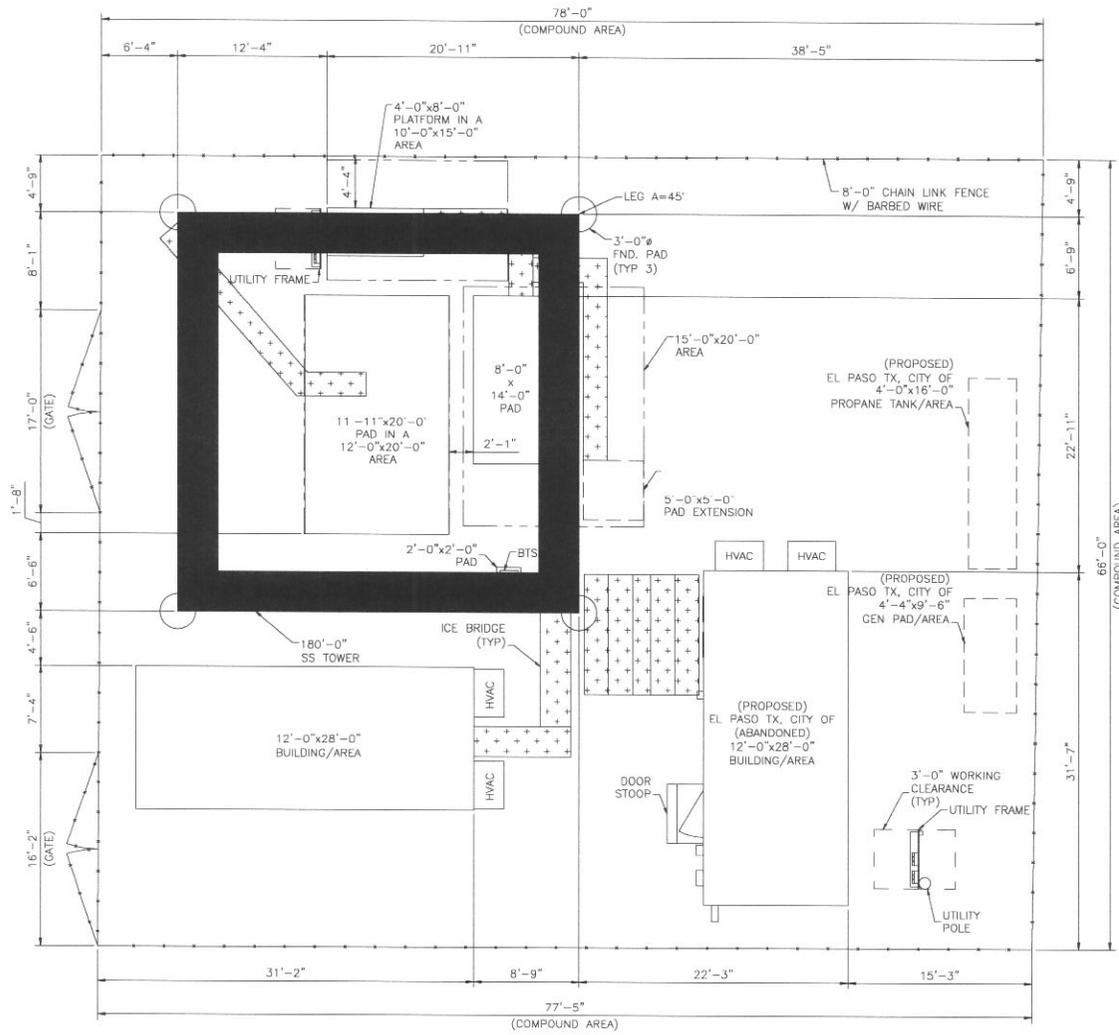
Prepared by: J.Ogbunugafor

Prepared on: 2/20/13

15

Revised on: 2/19/2013 9:15 AM

CROWN CASTLE STANDARD FORM GOVERNMENT ENTITY TLA 2-21-07



AREA USAGE	
CROWN LEASE AREA	0 SQ FT
COMPOUND AREA	5129 SQ FT

SITE PLAN

BUSINESS UNIT:806174



SCALE: 1"=10'-0"

1



SPACE RESERVED FOR A & E LOGO

A & E PROJECT #
THIS DRAWING IS COPYRIGHTED AND IS THE SOLE PROPERTY OF THE OWNER. IT IS PRODUCED SOLELY FOR USE BY THE OWNER AND ITS AFFILIATES. REPRODUCTION OR USE OF THIS DRAWING AND/OR THE INFORMATION CONTAINED IN IT IS FORBIDDEN WITHOUT THE WRITTEN PERMISSION OF THE OWNER.

SPACE RESERVED FOR PROFESSIONAL SEALS

NO.	DATE	DESCRIPTION	BY
1	28/05/07	AS-BUILT INFORMATION ADDED PER WORK ORDER # 182635	AME
2	30/07/08	AS-BUILT INFORMATION ADDED PER WORK ORDER # 234857	AME
3	17/04/08	AS-BUILT INFORMATION ADDED PER WORK ORDER # 234857	AME
4	08/11/08	UPDATED PER WORK ORDER # 287859	AME
5	10/08/08	UPDATED PER WORK ORDER # 287859	AME
6	14/07/11	AS-BUILT INFORMATION ADDED PER WORK ORDER # 427937	AME
7	28/06/11	AS-BUILT INFORMATION ADDED PER WORK ORDER # 427937	AME
8	28/06/12	UPDATED PER WORK ORDER # 427937	AME
9	07/07/13	UPDATED PER WORK ORDER # 454888	AME

DRAWN BY: KDIMJN
CHECKED BY: SIG
DRAWING DATE: 17/12/01

SITE AUDIT INFORMATION

AUDIT CO. SITEMASTER
AUDIT DATE: 23/01/00

SITE NAME

ANTHONY-ELP A03052070

BUSINESS UNIT NUMBER

806174

SITE ADDRESS

3016 MOUNTAIN PASS
ANTHONY, TX 79821
EL PASO COUNTY
USA

SHEET TITLE

SITE PLAN

SHEET NUMBER

A-2



ENG-P/N:76664 REV(-) DATE:14/05/09

PLOT DATE: 1/28/2013 FILE NAME: 806174_SITEPLAN.dwg

Customer Site Name: Anthony
Customer Site Number:

Crown Site Name: ANTHONY - ELP A03052070
JDE Business Unit: 806174
License Identifier: 338806

EXHIBIT D to Government Entity Tower License Agreement

PRIME LEASE AGREEMENT

(See attached)

Prepared by: J.Ogbunugafor

Prepared on: 2/20/13

Revised on: 2/19/2013 9:15 AM

CROWN CASTLE STANDARD FORM GOVERNMENT ENTITY TLA 2-21-07

MEMORANDUM OF ASSIGNMENT

This Memorandum of Assignment is entered into by and between Cellco Partnership ("Assignor"), with an office at c/o Bell Atlantic Mobile, 180 Washington Valley Road, Bedminster, NJ 07921 and CROWN ATLANTIC COMPANY LLC, a Delaware limited liability company with an office at 510 Bering, Suite 500, Houston, TX 77057 ("Assignee").

1. Assignor (as lessee, assignee, or grantee) entered into a lease agreement or other instrument ("Agreement") with the owner, lessor, or grantor (the "Property Owner") both as referred to or indicated on Exhibit "A" attached hereto (the "Exhibit"), which conveyed or created an interest in such land and/or improvements ("Property") of the Property Owner as described in, indicated by or referenced in the deed or document recorded at the recording reference (book and page) stated in the Exhibit of the applicable land records for the jurisdiction in which the Property is located, as also stated in the Exhibit, in the State of Texas. The date of the Agreement and the term of the Agreement, including the number of renewal terms, is indicated in the Exhibit. The Agreement conveys an interest in a portion of the Property to Assignor (the "Premises") as described in the Agreement.
2. Assignor and Assignee entered into an assignment instrument ("Assignment") on the 31st day of March, 1999, whereby Assignor transferred, assigned and conveyed its interest in the Agreement to Assignee. To the extent a consent of Property Owner to such Assignment was required by the Agreement, Assignor has obtained such consent. By virtue of the Assignment, Assignee has succeeded to all rights and obligations of the Assignor under the Agreement. The terms, covenants and provisions of the Agreement extend to and are binding upon the respective successors and assigns of Assignor and Assignee. Copies of the Assignment and the Agreement are on file in the offices of Assignor and Assignee.
3. This Memorandum of Assignment is intended to give record notice of both the Agreement (to the extent record notice was not previously provided and is not prohibited by the agreement) and the Assignment and of the rights created thereby, all of which are hereby ratified and confirmed in all respects by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Assignment.

[remainder of page intentionally
left blank; signature pages
for both Assignor and Assignee follow]

Memorandum of Assignment-4
Notary - Assignor
TX

ASSIGNOR:

CELLCO PARTNERSHIP
by Bell Atlantic Mobile, Inc.,
its managing general partner


Witness

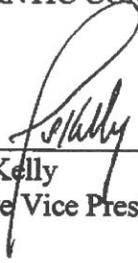
By: 
Name: David H. Benson
Title: Vice President and Chief Financial Officer

[remainder of page intentionally
left blank; Assignee's
signature appears on page 3]

ASSIGNEE:

CROWN ATLANTIC COMPANY LLC

By:



John P. Kelly

Title: Executive Vice President

[remainder of page intentionally
left blank; notary blocks
for both Assignor and Assignee follow]

**Memorandum of Assignment-4
Page 3 of 5**

INDIVIDUAL ACKNOWLEDGMENT

State of New Jersey

County of Somerset

On this 24th day of March, 1999, before me appeared David H. Benson, to me personally known, who, being by me duly sworn, did say that he is Vice President and Chief Financial Officer for Bell Atlantic Mobile, Inc., a corporation, managing general partner of Cellco Partnership, and that said instrument was signed on behalf of said corporation and partnership, and said David H. Benson, acknowledged said instrument to be his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state of the day and year last above written.


Notary Public

My commission expires:

LEIGH-ANNE TURPACK
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 5, 2004

COMMONWEALTH OF PENNSYLVANIA :
 :
 COUNTY OF WASHINGTON : §§
 :

CORPORATE ACKNOWLEDGMENT

On this 25 day of March 1999, before me, the subscriber, a Notary Public, in and for the Commonwealth of Pennsylvania, personally appeared **John P. Kelly**, Executive Vice President of Crown Atlantic Company LLC, a Delaware limited liability company, and in due form of law acknowledged that he is authorized on behalf of said limited liability company to execute all documents pertaining hereto and acknowledged to me that he executed the same as his voluntary act and deed on behalf of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said County and Commonwealth of the day and year last above written.

Tammy M. Sowers
Notary Public

My Commission Expires:

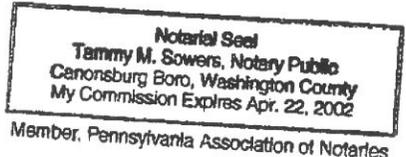


Exhibit A

Site Name Anthony - ELP

Location

Site Address 1: 3016 Mountain Pass

Site Address 2: _____

County: El Paso

Lot/Block (if available): _____

Tax Map (if available): _____

Property Owner

Company Name: Koach Investments, LTD

Name: _____

Address 1: 4855 N Mesa, Suite 120

Address 2: _____

City, State, Zip: El Paso TX, 79912

Title aquired by deed or other conveyance instrument recorded in: _____
(Deed/Book/Vol) -- (if available)

Lease Agreement (or other instrument)

Agreement Date 2/1/97

Initial Term Expiration _____

Renewal Terms: 4 @ 5 Year

~~CL 2011~~
ELP. 2070

B

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE, effective on the 1st day of March 1997, is made by and between DORSAR INVESTMENT COMPANY, whose address is 4855 N. Mesa, Suite 120, El Paso, Texas 79912 (hereinafter referred to as "Assignor"), and KOACH INVESTMENTS, LTD., a Texas Limited Partnership composed of Dorsar Investment Company, general partner and MSDA Partners, whose address is 4855 N. Mesa, Suite 120, El Paso, Texas 79913 (hereinafter referred to as "Assignee"):

WITNESSETH:

Assignor, in consideration of the sum of \$10.00 and other good and valuable consideration paid by Assignee, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, CONVEY, ASSIGN, TRANSFER and SET OVER unto Assignee, his heirs, successors and assigns all rights, interest and estates of the Assignor in, to and under that certain lease dated November 1, 1996 by and between SOUTHWESTCO WIRELESS, L.P., a Delaware limited partnership d/b/a/ CELLULARONE, as Lessee and DORSAR INVESTMENT COMPANY, as Lessor (the "Lease"), pertaining to the following described real property:

A portion of Tract 3A7, Clara Mundy Survey No 247, Town of Anthony, El Paso County, Texas and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes;

together with any and all renewals and extensions of the Lease. Assignee hereby assumes the obligations of Assignor under the Lease and Assignee hereby agrees to and shall indemnify and hold harmless Assignor from any loss or liability from the Lease.

Rents, if any, under the Lease shall be prorated to the date hereof.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Lease to be effective on the day, month and year first above written.

DORSAR INVESTMENT COMPANY

By:


STEPHEN L. FEINBERG, Chairman of
the Board

ASSIGNOR

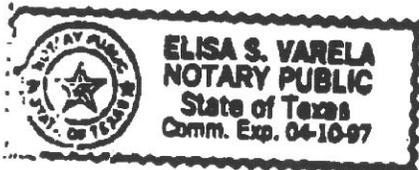
Mark A. Tomlin V.P.

 KOACH INVESTMENTS, LTD.
 Dorsar Investment Company,
 General Partner

ASSIGNEE

STATE OF TEXAS)
)
 COUNTY OF EL PASO)

This instrument was acknowledged before me on March 18, 1997, by STEPHEN L. FEINBERG, Chairman of the Board, DORSAR INVESTMENT COMPANY.



Elisa S. Varela

 (Signature)
 ELISA S. VARELA

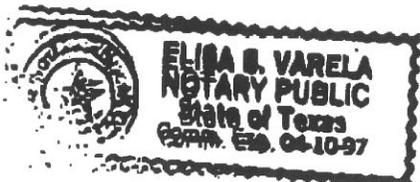
 (Print Name)

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

My commission expires:
4-10-97

STATE OF TEXAS)
)
 COUNTY OF EL PASO)

This instrument was acknowledged before me on March 18, 1997, by MARK TOMLIN, Vice President of Dorsar Investment Company, General Partner of KOACH INVESTMENTS, LTD.



Elisa S. Varela

 (Signature)
 ELISA S. VARELA

 (Print Name)

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

My commission expires:
4-10-97

PREPARED FOR: CellularOne
Being a portion of Tract 3A7, Clara Mundy Survey No. 247
Town of Anthony, El Paso County, Texas
September 19, 1996
W.O. 061196-3
File: Co_Antex.wpd

PROPERTY DESCRIPTION
(LEASE PARCEL, ANTHONY EXT CELL SITE)

Description of a 0.1129 acre parcel of land being a portion of Tract 3A7, Clara Mundy Survey No. 247, Town of Anthony, El Paso County, Texas, and being more particularly described by metes and bounds as follows in wit:

Starting at a found brass cap marking the 1859 Clark Boundary Mile Corner 206, Thence North $89^{\circ}55'30''$ West along the Texas-New Mexico State Line a distance of 1073.49 feet to a point, Thence South $00^{\circ}00'00''$ East a distance of 639.39 feet to set $5/8''$ rebar with red plastic cap stamped TX RPLS 2449, Roe Engineering, L.C. said rebar being Southeast corner of the lease parcel, said corner lying on the Northerly Tract line of Tract 3A6, Clara Mundy Survey No. 247, said corner also being the "TRUE POINT OF BEGINNING";

Thence South $90^{\circ}00'00''$ West along said Northerly Tract line a distance of 77.36 feet to a set $5/8''$ rebar with red plastic cap stamped TX RPLS 2449, Roe Engineering, L.C.;

Thence North $00^{\circ}00'00''$ West a distance of 63.60 feet to a set $5/8''$ rebar with red plastic cap stamped TX RPLS 2449, Roe Engineering, L.C.;

Thence North $90^{\circ}00'00''$ East a distance of 77.36 feet to a set $5/8''$ rebar with red plastic cap stamped TX RPLS 2449, Roe Engineering, L.C.;

Thence South $00^{\circ}00'00''$ East a distance of 63.60 feet back to the "TRUE POINT BEGINNING" and said parcel containing 4,920.10 square feet or 0.1129 acres of land more or less.

Exhibit "A"

PREPARED FOR: CellularOne
Being a portion of Tract 3A7, Clara Mundy Survey No. 247
Town of Anthony, El Paso County, Texas
September 19, 1996
W.O. 061196-3
File: Co_Antex.wpd

**PROPERTY DESCRIPTION
(INGRESS AND EGRESS EASEMENT, ANTHONY EXIT CELL SITE)**

Description of a 0.0954 acre parcel of land being a portion of Tract 3A7, Clara Mundy Survey No. 247, Town of Anthony, El Paso County, Texas, and being more particularly described by metes and bounds as follows to wit:

Starting at a found brass cap marking the 1859 Clark Boundary Mile Corner 206, Thence North $89^{\circ}55'30''$ West along the Texas-New Mexico State Line a distance of 1073.49 feet to a point, Thence South $00^{\circ}00'00''$ East a distance of 839.39 feet to set $5/8''$ rebar with red plastic cap stamped TX RPLS 2449, Roe Engineering, L.C. said rebar being Southeast corner of the lease parcel, said corner lying on the Northerly Tract line of Tract 3A6, Clara Mundy Survey No. 247, Thence South $90^{\circ}00'00''$ West a distance of 77.36 feet to a set $5/8''$ rebar with red plastic cap stamped TX RPLS 2449, Roe Engineering, L.C., said rebar also being the "TRUE POINT OF BEGINNING";

Thence South $00^{\circ}00'00''$ East a distance of 262.00 feet to a point, said point lying on the northerly right-of-way line Mountain Pass Boulevard;

Thence South $90^{\circ}00'00''$ West along said northerly right-of-way line a distance of 15.00 feet to a point;

Thence North $00^{\circ}00'00''$ West a distance of 277.00 feet to a point;

Thence North $90^{\circ}00'00''$ East a distance of 15.00 feet to a point;

Thence South $00^{\circ}00'00''$ East a distance of 15.00 feet back to the "TRUE POINT BEGINNING" and said parcel containing 4,155.07 square feet or 0.0954 acres of land more or less.

Exhibit "A"

I

STANDARD LAND LEASE AGREEMENT

THIS STANDARD LAND LEASE AGREEMENT ("Lease") is executed by and between DORSAR INVESTMENT COMPANY (hereinafter "Landlord") and SOUTHWESTCO WIRELESS, L.P., a Delaware limited partnership d/b/a CELLULARONE (hereinafter "Tenant").

1. **Granting Clause.** In consideration of Tenant's obligation to pay rent as herein provided and of the other terms, covenants and conditions hereof, Landlord leases to Tenant, and Tenant takes from Landlord, the Premises for the Term hereof.

2. **Definitions and Key Provisions.** In this Lease the following terms shall be defined as:

Premises: The parcel of property described on Exhibit "A" which Premises is zoned commercial. Tenant shall have the right to survey the Property. The legal description established by such survey shall become Exhibit "A" to this Lease.

Property: Collectively the Premises and the Easement Area.

Permitted Use: Construction, maintenance and operation of a communications facility with related antenna structures, buildings and uses incidental thereto including without limitation the antenna structure and appurtenances described on Exhibit "B."

Broker: JMT Properties, Inc.

Term: Initial Term: Five (5) years, commencing on the Rental Commencement Date and ending five (5) years thereafter unless sooner terminated as provided herein.

Renewal Terms: Four (4) additional renewal terms of five (5) years each.

Rental Commencement Date: The first day of the month in which Tenant obtains all necessary "Governmental Consents", but in no event prior to the execution date of this Lease. Governmental Consents shall mean all of the certificates, permits and other approvals that may be required by any federal, state or local governmental authority to allow the Permitted Use, including without limitation, zoning approvals, site plan review, platting approval and building permits. The Rental Commencement Date shall not be later than December 31, 1996.

Monthly Rent: Initial Term:

Renewal Terms:

2nd five (5) year renewal term:

3rd five (5) year renewal term:

4th five (5) year renewal term:

Initials: 

3. **Rent.** Tenant shall pay Monthly Rent to Landlord for the Initial Term, and if applicable for the Renewal Term[s], in the amount set forth in Paragraph 2, in advance on or before the first day of each month of the Term and at the address of Landlord as provided herein.

4. **Renewal Terms.** Tenant shall have the right to extend the Initial Term of the Lease for the applicable Renewal Terms, provided that Tenant gives Landlord written notice of Tenant's intention to extend the Lease at least ninety (90) days prior to the expiration date of the then expiring Term. Following the expiration of the last Renewal Term, this Lease shall automatically be renewed annually and shall remain in force for additional renewal terms of one (1) year each ("Annual Renewal Terms") from the expiration of the prior Term, unless and until either party elects to terminate this Lease by giving to the other party written notice of an intention to terminate the Lease, which notice must be given at least six (6) months prior to the end of the then Annual Renewal Term. Monthly Rent for each such Annual Renewal Term shall be equal to the Monthly Rent paid for the last month of the immediately preceding Renewal Term. Notwithstanding the foregoing, if Tenant should fail to provide notice as provided above, Tenant's renewal options shall continue and may be exercised by Tenant at any time within thirty (30) days of Landlord's written notice to Tenant specifically notifying Tenant of its failure to exercise such option.

5. **Permitted Use & Improvements.** Tenant may use the Property for the Permitted Use only. Tenant may, at its expense, construct such improvements on the Property as Tenant determines from time to time to be necessary, in its sole discretion, for such Permitted Use, including but not limited to a security fence around the perimeter of the Property and the improvements or relevant portion thereof as determined by Tenant. Any such improvements shall remain the property of Tenant and may be removed by Tenant upon the expiration or earlier termination of this Lease.

6. **Access Easement.** Landlord hereby grants to Tenant, for the Term of and as an appurtenance to this Lease, a non-exclusive easement for continuous, uninterrupted (i) pedestrian and vehicular ingress and egress and (ii) the installation and maintenance of utility wires, poles, cables, conduits and pipes over, under or along the right-of-way (the "Easement Area") from the Premises to the nearest public right-of-way as more particularly described on Exhibit "A." In the event any public utility is unable to use the Easement Area, Landlord agrees to grant, at no additional cost to Tenant, such additional rights of way to Tenant or such utility company as may be necessary to accommodate the Permitted Use. Simultaneous with Landlord's execution of this Lease, Landlord shall execute an Easement Agreement in substantially the form attached hereto as Exhibit "C" which Tenant may record in the applicable real estate records of the county where the Property is located. Landlord and Tenant agree that the actual location of the easement, as set forth in the Easement Agreement, may be relocated to accommodate Landlord's development of its property, provided Tenant retains continuous uninterrupted access to the Premises, and Landlord bears the cost of any relocation.

7. **Maintenance, Utilities & Taxes.** Tenant shall maintain the Premises in a reasonable condition. If permitted by the local utility company servicing the Property, Tenant shall furnish and install an electrical meter or submeter at the Property to measure its consumption and shall pay its utilities directly to the utility provider. If such separate metering or submetering is not permitted by the applicable utility company, Landlord shall provide electrical service and such other utilities as Tenant may request to the Property in an amount sufficient to supply Tenant's needs and Tenant shall reimburse Landlord for Tenant's own utility consumption within thirty (30) days of Tenant's receipt of an itemized statement therefore. Landlord shall, prior to delinquency, pay all real property taxes (both general and special), assessments, or governmental charges levied or assessed against the Property. Tenant shall pay all personal property taxes levied or assessed against equipment and other personal property of Tenant located on the Property.

8. **Quiet Enjoyment.** Landlord covenants that upon Tenant's paying rent and performing all of the covenants and conditions set forth in this Lease, Tenant shall peaceably and quietly have, hold and enjoy the Property for the Term provided in this Lease.

9. **Compliance with Laws.** Tenant shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities pertaining to the Property, including without limitation applicable environmental and health and safety related laws ("Laws"), to the extent such laws relate to Tenant's use of the Property. Landlord shall comply with all such laws which relate to the ownership of the Property.

10. **Warranties.** Landlord warrants and covenants: (a) that Landlord has good and marketable title to the Property; (b) that there are no liens, judgments or impediments of title with respect to the Property or affecting Landlord's title to the same; (c) that upon the date this Lease is executed by Landlord, to Landlord's knowledge the Property is in full compliance with all applicable Laws, including any applicable environmental laws; (d) except as disclosed in Lawyer's Title Insurance Company Commitment No. 7970, dated June 25, 1996, that there are no covenants, conditions or restrictions affecting the Property which could prevent the Permitted Use of the Property; (e) that the zoning of the Property allows

[Handwritten initials]
WCA

the Permitted Use; (f) that neither Landlord nor any affiliate thereof will use any property adjacent to the Premises for any use which interferes with Tenant's Permitted Use provided that if any such interference occurs, the parties will exercise their reasonable efforts to resolve any such interference; and (g) that Landlord and the undersigned have full power and authority to execute and deliver this Lease and to perform and carry out all covenants and obligations to be performed and carried out by Landlord hereunder. In the event Landlord does not have clear title or authority as set forth herein or there are liens or judgments materially affecting Tenant's use, or there are other breaches of Landlord's warranties, covenants or performance hereunder and such breaches are not cured by Landlord within then (10) days of Tenant's notice to Landlord thereof, Tenant may (i) withhold rental payments until such time as Landlord demonstrates that Landlord has clear title or authority and there are no liens or judgments materially affecting Tenant's Permitted Use, or otherwise cures said breach, or (ii) terminate this Lease.

11. **Indemnity.** Landlord and Tenant shall each indemnify, defend and hold harmless the other from and against any loss arising from personal injury or property damage incurred because of their use or activities on the Property, except for such claims or damages as may be fully or partially caused by the acts of the other or its employees, agents, or by any third parties.

12. **Mutual Waiver of Subrogation; Waiver.** Landlord and Tenant and all parties claiming under them mutually release and discharge each other and their respective officers, directors, partners, employees and agents from all claims and liabilities arising from or caused by any casualty or hazard to the extent they are covered by insurance, and they waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof. In addition, Landlord hereby waives any and all rights of action for negligence against Tenant which may hereafter arise on account of damage to the Property or to any personal property resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or in what amounts, such insurance is now or hereafter carried by Tenant. Landlord agrees that Tenant may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy.

13. **Subordination.** If the Property is presently encumbered with a mortgage or deed of trust, Landlord shall immediately after execution of this Lease deliver to Tenant a nondisturbance agreement in the form attached hereto as Exhibit "D." If the Property is hereafter encumbered with a mortgage or deed of trust, Tenant agrees to execute a nondisturbance agreement with Landlord's lender, in the form attached hereto.

14. **Eminent Domain.** If the whole of the Property, or such portion thereof as will make it unusable for the Permitted Use, be condemned by any legally constituted authority for any public use or purpose, then at Tenant's option this Lease shall terminate from the date when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of that date. Such termination, however, shall be without prejudice to the right of either Landlord or Tenant to recover from the condemnor compensation for damage caused by such condemnation.

15. **Notices.** All notices required to be given hereunder shall be in writing, and shall be served in person upon the party to be notified or upon its agent, or shall be mailed by certified or registered mail, or deposited with a nationally recognized overnight carrier, postage prepaid, to the address shown on the signature page of this Lease. Any notice mailed in the manner set forth in this Paragraph shall be deemed received by the party to whom it is addressed when personally served or when deposited in such manner with the U.S. Postal Service or said overnight carrier. Either party shall have the right to change its address for notices by giving the other party ten (10) days advance notice (in accordance with this Paragraph) of such change.

16. **Assignment and Subletting.** Tenant may assign all of its rights, duties and obligations under this Agreement, or sublet all or any portion of the Premises: (i) to any entity controlled by, controlling, or under common control with Southwestco Wireless, L.P., Southwestco Wireless, Inc., Bell Atlantic Corporation, NYNEX Corporation, Celco Partnership or Bell Atlantic NYNEX Mobile, Inc.; (ii) to any other entity now or in the future listed in the "Bell Atlantic" or "NYNEX" corporate directories; (iii) to any entity which acquires all or substantially all of Tenant's assets in El Paso by reason of a merger, acquisition or other business reorganization; or (iv) provided Tenant obtains Landlord's consent, to a third party. Landlord agrees not to withhold or delay such consent if to do so would be commercially unreasonable. In the event of any assignment of this Lease by Tenant, Tenant shall be and is hereby relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after said assignment. Notwithstanding the foregoing, Landlord agrees that Tenant may, without the need to obtain Landlord's consent, from time to time assign or sublease the Property in whole or in part to a third party provided Tenant remains liable for the terms and obligations of this Lease following such assignment or sublease. Landlord may assign this Lease in connection with the sale or financing of the Property. Provided, however, no such assignment may

impose upon Tenant any obligations greater than set forth in the Lease or preclude Tenant from dealing solely and directly with Landlord in all matters pertaining to this Lease, including without limitation, the negotiation of amendments to the Lease.

18. **Holding Over.** Subject to Paragraphs 4 and 20, if Tenant holds over or occupies the Property after the termination of this Lease or demand by Landlord to vacate, Tenant shall pay Landlord for each month of such holding over a sum equal to of the Monthly Rent applicable hereunder at the expiration of the preceding Term (prorated on a daily basis).

19. **Termination.** Notwithstanding anything to the contrary contained herein, provided Tenant is not then in default hereunder and shall have paid all rents due by the Tenant to the Landlord, Tenant shall have the right to terminate this Lease upon any anniversary date of this Lease (as determined from the Rental Commencement Date), provided that Tenant gives three (3) months prior notice thereof to Landlord.

20. **Condition of Property on Termination.** Upon termination of the Lease, Tenant shall within a reasonable period, remove from the Property Tenant's building, antenna structure, fixtures and all personal property, and shall deliver possession of the Property to Landlord in substantially similar condition as its original condition, reasonable wear and tear excepted. If such time for removal causes Tenant to remain on the Property after termination of this Lease, Tenant shall pay Landlord rent at the previously existing Monthly Rate (prorated on a daily basis) until final removal of such property.

21. **Default by Tenant.** In the event of a default by Tenant hereunder which remains uncured for more than thirty (30) days following Landlord's written notice to Tenant of same, Landlord may terminate this Lease by notice to Tenant whereupon Tenant shall be liable to Landlord for liquidated damages equal to the amount of rent due hereunder through December 31 of the year in which the default occurred.

22. **Existing Structure.** To the extent the Premises include all or a part of an existing structure, the following provisions shall apply:

22.1 **Premises.** The Premises shall also include that area depicted on Exhibit "B" designated for Tenant's Permitted Use.

22.2 **Easement Area.** The Easement Area shall include an area for the installation and maintenance of wires, cables, conduits and pipes running from the interior space to the exterior or roof space depicted on Exhibit "B".

22.3 **Interference.** Landlord and any other tenants of the property of which the Premises is a part who currently have or in the future take possession of Landlord's structure will be permitted to install only such equipment that is of the type and frequency which will not cause measurable interference to Tenant. In the event of any such interference, Landlord will cause the party causing the interference to take all steps necessary to correct and eliminate the interference.

23. **Miscellaneous.**

23.1 **Entire Agreement; Successors.** This Lease contains the complete agreement between the parties, and cannot be changed except by the written agreement of Landlord and Tenant. There are no representations, covenants, warranties, promises, agreements, conditions or undertakings, oral or written, between Landlord and Tenant other than herein set forth. Except as otherwise provided herein, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless in writing and signed by both parties. All rights and liabilities herein given or imposed upon the respective parties hereto shall bind and inure to the respective heirs, successors, administrators, executors and assigns of the parties.

23.2 **Captions: Gender & Number.** The paragraph captions of this Lease are for convenience only and shall not be considered a part hereof. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context otherwise requires.

23.3 **No Partnership.** Neither party shall, in any way or for any purpose, become a partner, employer, principal, master, agent or joint venturer of or with the other party.

23.4 **Force Majeure; Frustration of Purpose.** If Tenant shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, labor troubles, inability to procure material, failure of

power, governmental laws or regulations, riots, insurrection, war or other reason of a like nature, not the fault of Tenant, the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Tenant's ability to use the Property and its obligations hereunder are contingent upon Tenant obtaining after the execution date of this Lease, all Governmental Consents. Landlord shall cooperate with Tenant in its effort to obtain such approvals and Landlord shall take no action which would adversely affect the status of the Property with respect to the Permitted Use thereof by Tenant. If a subdivision of Landlord's property is required, Landlord at Landlord's expense shall proceed with due diligence to obtain approval of a plat to allow the Permitted Use, including without limitation, zoning approvals, site plan review, platting approval and building permits for said subdivision. If any of such applications are rejected, or if any certificate, permit, license or approval issued to Tenant is cancelled, expire, lapse, or is otherwise withdrawn or terminated by any governmental authority, or soil or other tests are found to be unsatisfactory so that Tenant in Tenant's sole discretion will be unable to use the Property for the Permitted Use, or should Tenant determine that the Property is no longer compatible for the Permitted Use, then in any of such events Tenant shall have the right to terminate this Lease by notice to Landlord. All rentals paid to said termination date shall be retained by Landlord. Upon such termination, neither party shall have any further obligations hereunder.

23.5 Landlord's Lien. Landlord waives its right to lien (whether contractual or statutory) Tenant's equipment and fixtures which are now or hereafter located on the Property.

23.6 Attorney's Fees. If either party institutes a lawsuit to enforce its rights hereunder, upon final, nonappealable judgment, the losing party shall pay the prevailing party's reasonable attorney's fees as determined by the court.

23.7 Brokers. Except for the Broker for whom Landlord shall be responsible, each party represents and warrants to the other that it has engaged no broker or finder and that no claims for brokerage commissions or finders' fees will arise in connection with this Lease, and each party agrees to indemnify and hold the other party harmless from any loss or liability (including attorney's fees) arising from any such claims. Landlord shall pay Broker six percent (6%) of all amounts due under this Lease, as said amounts are earned, including any option and holdover periods.

23.8 Memorandum of Lease. Landlord agrees to execute a Memorandum of Lease in substantially the form attached hereto as Exhibit "E" which Tenant may record with the appropriate office for recording of real estate documents in the County in which the Property is located.

23.9 Exhibits. The exhibits listed below and attached to this Lease are incorporated herein by reference as if fully set forth herein.

- | | |
|--------------------------|---------------------------------------|
| (a) <u>Exhibit "A"</u> - | Property Description. |
| (b) <u>Exhibit "B"</u> - | Description of Intended Improvements. |
| (c) <u>Exhibit "C"</u> - | Form of Easement Agreement. |
| (d) <u>Exhibit "D"</u> - | Nondisturbance Agreement. |
| (e) <u>Exhibit "E"</u> - | Memorandum of Lease. |

23.10 Applicable Law. This Lease shall be governed by the laws of the State in which the Property is located.

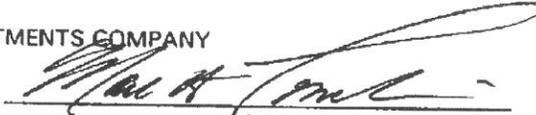
23.11 Partial Invalidity. If this Lease is litigated, should any provision hereof be held invalid, the remainder of the provisions hereof shall remain in full force and effect as written.

24. Additional Provisions.

IN WITNESS WHEREOF, Landlord and Tenant have signed this Lease on the dates indicated below. The date of the last party to sign shall be referred to as the "Execution Date".

LANDLORD:

DORSAR INVESTMENTS COMPANY

By: 

Its: V.P.

Date Executed: 10/29/96

Address: 4855 North Mesa, Suite 120
El Paso, Texas 79913

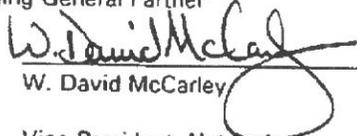
Tax I.D. No.: 74-1707140

TENANT:

SOUTHWESTCO WIRELESS, L.P.

By: Southwestco Wireless, Inc.

Its: Managing General Partner

By: 

W. David McCarley

Its: Vice-President, Network

Date Executed: 11-1-96

Address: 180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Chief Technical Officer

With a copy to: 2125 East Adams
Phoenix, Arizona 85034
Attention: Director of Embedded Base

EXHIBIT "A"
PROPERTY DESCRIPTION

This Exhibit "A" shall be attached to and become a part of that Standard Land Lease Agreement (the "Lease") dated _____ by and between _____ ("Landlord") and SOUTHWESTCO WIRELESS L.P. d/b/a CELLULAR ONE ("Tenant").

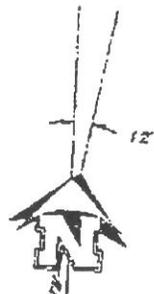
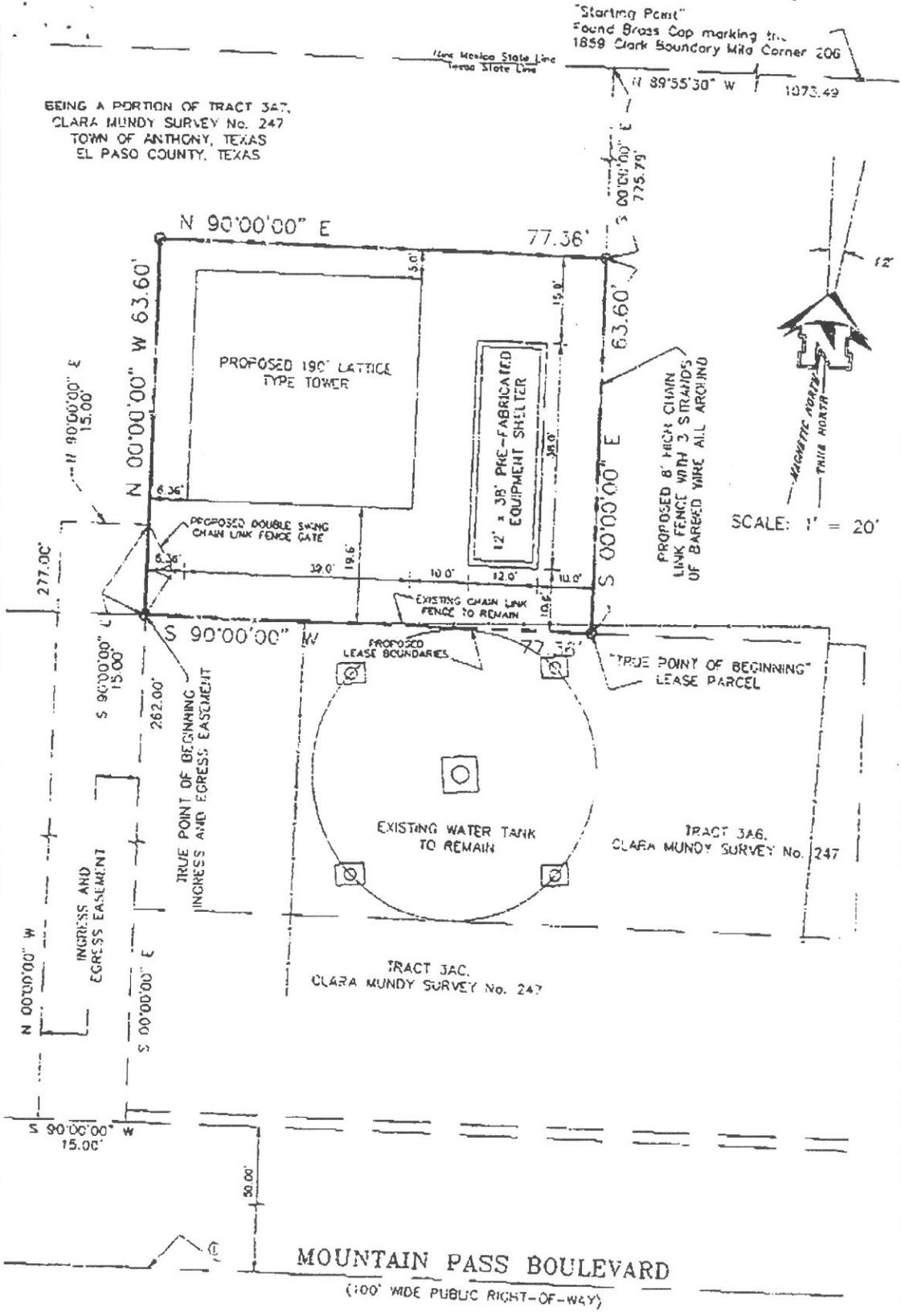
Property. Landlord leases to Tenant that certain parcel of property:

(a) located:

(b) described as:

BEING A PORTION OF TRACT 3A7,
CLARA MUNDY SURVEY No. 247
TOWN OF ANTHONY, TEXAS
EL PASO COUNTY, TEXAS

"Starting Point"
Found Brass Cap marking the
1859 Clark Boundary Mid Corner 206



SCALE: 1" = 20'

MOUNTAIN PASS BOULEVARD
(100' WIDE PUBLIC RIGHT-OF-WAY)

**ANTHONY EXIT CELL SITE
EXHIBIT "B"**

FILING INFORMATION	
DATE:	MARCH 9, 1994
CORNER TRACT:	N/A
DESCRIPT:	N/A
AREA:	2E
COUNTY PLAT RECORD:	
BOOK:	N/A
PAGE:	N/A
FIELD:	N/A
OFFICE:	N/A
W.D.:	08/06-3
FILE:	ANT EXIT CELL
SCALE:	1" = 20'

SKETCH OF
MOUNTAIN PASS BOULEVARD
BEING A PORTION OF TRACT 3A7,
CLARA MUNDY SURVEY No. 247
TOWN OF ANTHONY,
EL PASO COUNTY, TEXAS
CONTAINING #1 ALL 4,920.10 SQ FT
0.1129 ACRES OF LAND MORE OR LESS
PREPARED FOR:
CELLULARONE

bnDroe Engineering, L.C.
480 W. Cotton St. Suite 404 El Paso, TX, 79902
(915) 848-8470 FAX: (915) 838-6273
ENGINEERING/LAND DEVELOPMENT/PLANNING/SURVEYING



PREPARED FOR: CellularOne
Being a portion of Tract 3A7, Clara Mundy Survey No. 247
Town of Anthony, El Paso County, Texas
September 19, 1996
W.O. 061196-3
File: Co_Antex.wpd

PROPERTY DESCRIPTION
(LEASE PARCEL, ANTHONY EXIT CELL SITE)

Description of a 0.1129 acre parcel of land being a portion of Tract 3A7, Clara Mundy Survey No. 247, Town of Anthony, El Paso County, Texas, and being more particularly described by metes and bounds as follows to wit:

Starting at a found brass cap marking the 1859 Clark Boundary Mile Corner 206, Thence North $89^{\circ}55'30''$ West along the Texas-New Mexico State Line a distance of 1073.49 feet to a point, Thence South $00^{\circ}00'00''$ East a distance of 839.39 feet to set $5/8''$ rebar with red plastic cap stamped TX. RPLS 2449, Roe Engineering, L.C. said rebar being Southeast corner of the lease parcel, said corner lying on the Northerly Tract line of Tract 3A6, Clara Mundy Survey No. 247, said corner also being the "TRUE POINT OF BEGINNING";

Thence South $90^{\circ}00'00''$ West along said Northerly Tract line a distance of 77.36 feet to a set $5/8''$ rebar with red plastic cap stamped TX. RPLS 2449, Roe Engineering, L.C.;

Thence North $00^{\circ}00'00''$ West a distance of 63.60 feet to a set $5/8''$ rebar with red plastic cap stamped TX. RPLS 2449, Roe Engineering, L.C.;

Thence North $90^{\circ}00'00''$ East a distance of 77.36 feet to a set $5/8''$ rebar with red plastic cap stamped TX. RPLS 2449, Roe Engineering, L.C.;

Thence South $00^{\circ}00'00''$ East a distance of 63.60 feet back to the "TRUE POINT BEGINNING" and said parcel containing 4,920.10 square feet or 0.1129 acres of land more or less.

Exhibit "A"

M CROWN