

APPROVED BY CITY COUNCIL

DATE 10/6/97

CITY SEC. _____

THE STATE OF TEXAS

COUNTY OF DALLAS

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**COMMUNICATIONS FACILITIES
LICENSE**

KNOW ALL BY THESE PRESENTS:

This non-exclusive License for Communications Facilities ("Agreement") is made by and between the **City of Mesquite, Texas** (hereinafter referred to as the "CITY") and **Dallas MTA, L.P.**, a Delaware limited partnership by its sole general partner PrimeCo Personal Communications, L.P., (hereinafter referred to as "LICENSEE"), for the use of certain premises and/or facilities according to the following terms and conditions:

WITNESSETH:

WHEREAS, LICENSEE requires facilities for housing and operating certain communications equipment, including the installation of antennas or antenna systems and the space required to run cable between the equipment and the antenna or antenna systems; and

WHEREAS, CITY owns the premises and facilities ("City Premises") described below and is agreeable to allowing LICENSEE to enter and utilize designated areas of the facilities and premises;

NOW, THEREFORE, for the consideration and on the terms and conditions hereinafter set forth, the parties agree as follows:

1. Licensed Premises

1.01. The designated areas of the City Premises and facilities ("PREMISES") to be provided for use to LICENSEE by CITY are described in the SITE PLAN (Appendix "A"), a copy of which is attached hereto and incorporated herein. The designated area of the City Premises provided for use by LICENSEE and shown on the SITE PLAN shall include LICENSEE's "Equipment Compound" and the Antenna Facilities, as defined herein and the cabling, wires, conduits and pipes run between the Antenna Facilities and the Equipment Compound. As used herein, the term "Equipment Compound" located upon the City Premises means the approximately (8) foot by (8) equipment shelter situated substantially as identified as such on Appendix "A", the SITE PLAN. The license authorized under the terms of this Agreement shall be a license for the use of that portion of the City Premises designated for use by LICENSEE on the SITE PLAN. For purposes of this agreement, the "Antenna Facilities" shall mean LICENSEE's space on the tower (the "Tower") presently existing on the City Premises, including such antennas and antenna support structures used in connection with the telecommunications system to be operated by LICENSEE on the City Premises, as shown on the SITE PLAN. LICENSEE shall have the right to run cables, wires, conduits and pipes under, over and across the City Premises as



shown on the SITE PLAN to connect LICENSEE's Antenna Facilities on the Tower to the Equipment Compound. LICENSEE, its agents, employees, contractors, subcontractors and authorized representatives may park their vehicles on the City Premise at a location designated by the CITY when constructing, removing, replacing, servicing, maintaining, securing and/or operating LICENSEE's communications facility. Further, the CITY hereby grants to LICENSEE a non-exclusive license over and across the City Premises for ingress and egress, traveling the most direct route, to and from the LICENSEE's Equipment Compound and Antenna Facilities. All vehicular access must be on existing paved surfaces. Further, all access must be in conformance with paragraph 9 herein. A legal description of the City Premises is set forth on Appendix A-1 attached hereto and incorporated herein.

2. Equipment

2.01. CITY agrees to allow installment of LICENSEE's equipment and/or improvements including antennas as described and illustrated in **Appendix "A"** (also referred to as the "SITE PLAN"), which is attached hereto, and incorporated herein, in accordance with the terms of this Agreement. In addition to showing the placement of its equipment on City Premises, **Appendix "A"** will include a description of the equipment including all dimensions and all transmit and/or receive frequencies. Except as otherwise provided herein, LICENSEE's use of its Equipment Compound and its Antenna Facilities shall be exclusive and shall be for the purpose of the installation, operation, and maintenance of its equipment, improvements and Antenna Facilities, as defined in the SITE PLAN, for the transmission, reception, and operation of a communications system and incidental thereto. LICENSEE acknowledges that the CITY may grant to others similar rights within the City Premises, including granting others the right to locate on the Tower.

3. Term

3.01. This Agreement shall be for an initial term of five (5) years, commencing on the 1st day of October 1997 at 12:01 a.m. CST ("Date of Commencement") and terminating on the 30 th day of September, 2002 at 11:59 p.m. For a period not to exceed one hundred eighty (180) days following the Date of Commencement of this Agreement, LICENSEE shall have the right to terminate this Agreement by giving thirty (30) days written notice to CITY of such termination if LICENSEE is unable to obtain all licenses and permits or authorizations required for LICENSEE's use of the PREMISES from all applicable government and/or regulatory entities (the "Governmental Approvals") for LICENSEE's intended use of and improvements to the PREMISES. In the event LICENSEE terminates this License as set forth above, CITY shall reimburse LICENSEE for any unearned rental paid to CITY within thirty (30) days after such termination.

3.02. LICENSEE is granted the option to renew this license for four(4) additional five (5) year terms, after the initial term expires. LICENSEE must give written notice of a decision to exercise this option to CITY no less than one hundred eighty (180) days prior to the expiration of the current term or period, and must obtain the written acknowledgment from the CITY, that LICENSEE has exercised his option to renew in a timely manner, such acknowledgment not to be unreasonably delayed or withheld. All the terms and covenants of this Agreement apply to all extension periods, subject to amendment by the mutual agreement of the parties, in writing and signed by both parties. At the expiration of all of the extension periods provided herein, or at the expiration of a term during which LICENSEE does not exercise his option to renew in a timely manner, unless otherwise renewed or superseded, this

Agreement shall continue from month to month under the terms and conditions set forth herein, and it may be terminated by either party upon at least thirty (30) days written notice to the other party.

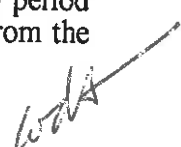
4. Termination

4.01. **Termination for Cause.** Upon the occurrence of any one or more of the events listed below (hereinafter an "Event of Default"), or as provided elsewhere in this Agreement, CITY may, without penalty, at its option and without prejudice to any other remedy to which it may be entitled at law or equity, or otherwise under this Agreement, terminate this Agreement at any time, either in whole or in part, by giving at least forty-five (45) days prior written notice thereof to LICENSEE with the understanding that all use of the City Premises being terminated shall cease upon the date specified in such notice. LICENSEE shall compensate CITY in accordance with the terms of this Agreement for the use of the City Premises prior to the date specified in such notice, following inspection and acceptance of same by CITY. Should CITY choose to exercise its option to terminate, it is agreed that LICENSEE shall not be entitled to and shall not make any claim for damages or be entitled to damages of any kind, including but not limited to, lost or anticipated profits.

4.02. **Event of Default.** The occurrence of any one or more of the following shall be an "Event of Default":

- a. In the event LICENSEE violates any provision of this Agreement; or
- b. In the event of LICENSEE misconduct; or
- c. In the event that termination is in the best interest of the public health, safety and welfare. This determination shall be reasonably made by and be within the sole discretion of the City of Mesquite City Manager or the Mesquite City Council; or
- d. In the event that LICENSEE fails to maintain the LICENSEE's designated portion of City Premises in a neat, orderly, and reasonably clean and aesthetically acceptable condition; or
- e. In the event LICENSEE (a) terminates or suspends its business, (b) becomes subject to any bankruptcy or insolvency proceeding under Federal or state statute, (c) becomes insolvent or subject to direct control by a trustee, receiver or similar authority, or (d) has closed, or liquidated, voluntarily or otherwise.

4.03. **Notice and Opportunity to Cure.** Upon the occurrence of an Event of Default set forth in § 4.02 a, b, d, or e, CITY shall deliver to LICENSEE a Notice of Intent to Terminate that identifies in detail the Event of Default. If the Event of Default remains uncured for thirty (30) days from the date of notice, the CITY may terminate this Agreement and the license granted herein by delivering to LICENSEE a Notice of Termination that identifies the effective date of the termination, which date shall not be less than forty-five (45) days after the date of delivery of the Notice of Intent to Terminate. An Event of Default shall not be deemed uncured if LICENSEE shall commence to cure such default within said thirty (30) day period and thereafter diligently prosecutes such cure to completion within ninety (90) days from the Notice of Intent to Terminate.



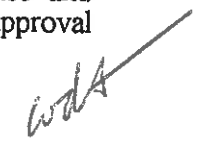
5. Primary function of City Premises; Removal; Temporary Operation and Reattachment

5.01. **Primary Function of City Premises.** The parties understand and agree that the primary function of the City Premises is to serve as a communications tower and service center for the City of Mesquite and that the interests of LICENSEE shall at all times be secondary to the needs, functions and actions of the officers, agents and employees of the City of Mesquite and are superseded by the public health, safety, and/or welfare of the citizens of Mesquite. In the event that the Mesquite City Council or the Mesquite City Manager declares a public emergency whereby LICENSEE's use of the PREMISES will, in the opinion of the City Manager or City Council, have a detrimental impact on public health, safety or welfare such that immediate action is necessary, LICENSEE shall immediately remove its improvements from the PREMISES to the extent that such action is reasonably necessitated by such public emergency or threat as determined by the CITY. In the event that LICENSEE is not able to immediately respond, CITY may remove LICENSEE's improvements without incurring any liability for damages of any type. All costs of removal, whether effected by LICENSEE or CITY, and reattachment of improvements shall be borne by LICENSEE.

5.02. **Removal of Improvements.** If LICENSEE's improvements must be removed pursuant to Section 5.01 above, and the Mesquite City Manager or City Council determines it is not detrimental to the public health, safety or welfare, LICENSEE shall be permitted to set up a portable mounted antenna, a cell on wheels (COW), and/or some other similar temporary structure approved by CITY, on City Premises, in a location agreed to and approved by the CITY, to allow LICENSEE to continue to provide wireless service. If at any time during such temporary operation, it is determined by the City Council or City Manager that reentry on to the PREMISES and reattachment of LICENSEE's improvements is not possible because of public health, safety and welfare concerns, this Agreement shall be terminated as provided in § 4.

6. CITY's Right of Entry Onto Premises

6.01. CITY and CITY's employees, officers and contractors may enter upon the City Premises for the purposes of performing repairs, maintenance work and other acts necessary to the functioning of the City Premises as a communications and service facility. If non emergency maintenance work is required which necessitates the removal of any or all of LICENSEE's improvements, CITY agrees to provide LICENSEE with reasonable notice prior to commencing such work to allow LICENSEE to remove any and all improvements made by LICENSEE. Decisions as to the extent to which LICENSEE will be required to remove such improvements shall be within the sole discretion of CITY. If, however, in the sole discretion of the CITY, repair or maintenance requires immediate action on the part of CITY, CITY will take reasonable efforts to notify LICENSEE but may enter the PREMISES without first notifying LICENSEE and take such action as is required, including but not limited to removing any and all improvements made by LICENSEE. In no event shall City be liable for any expenses associated with its entry and removal of LICENSEE's improvements, except where caused in whole by the gross negligence or malicious intent of the CITY, its agents, servants or employees. In no event shall CITY be liable for any lost or anticipated profits associated with its entry and removal of LICENSEE's improvements. LICENSEE, at its expense and exclusive use, may use any and all reasonable and appropriate means, subject to CITY approval



through the SITE PLAN process, of restricting access to the LICENSEE's equipment shelter, as identified in the SITE PLAN.

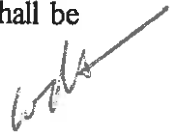
7. Use of Premises

7.01. The use of the PREMISES by LICENSEE in conjunction with the terms of this Agreement, is to be for the installation, operation and maintenance of communications equipment, in strict compliance with this Agreement and the attached SITE PLAN ("Appendix A"). The LICENSEE may not sublet to or license others to use or share in the use of the PREMISES or LICENSEE's facilities, including but not limited to equipment, lines, antennas, channels or frequencies without the prior written consent of CITY. Any such attempt by LICENSEE shall be without effect and may at CITY's option be deemed an event of default and result in the termination of this Agreement.

7.02. LICENSEE may update, maintain, repair, or replace its' equipment located upon the PREMISES from time to time without the prior written approval of CITY, provided CITY is notified of the equipment replacement and given a full description of the equipment as required in paragraph 2 and 20 within thirty (30) days of the replacement, and that the replacement facilities are not greater in number, size or capacity than the existing facilities and will not interfere in any way with CITY or any other licensee/user of the premises at the time of the update, repair, or replacement. Provided further, that any change in location of LICENSEES equipment on the City Premises must be satisfactory to and approved by CITY in writing prior to such change, and such change must not interfere in any way with CITY or any other Licensee/user of the premises at the time of the change. For any change, replacement or alteration requiring the consent and/or approval of the CITY pursuant to this paragraph, LICENSEE shall submit to CITY, a detailed proposal for any such replacement facilities and any supplemental materials as may be requested, for CITY's evaluation and written approval. CITY agrees that such approval will not be unreasonably withheld, conditioned or delayed. With any change of equipment or location, a current and accurate SITE PLAN must be submitted to CITY by LICENSEE and maintained on file with CITY for the entire term of this Agreement and all renewals thereof.

8. Payment Terms and Conditions

8.01. In consideration for providing the PREMISES for use by LICENSEE, the LICENSEE shall pay Rental Fees to CITY annually, with the first payment being due upon the Date of Commencement, and thereafter payment being due each year throughout the initial term and all renewals hereof on the annual anniversary date of the Date of Commencement of this Agreement ("Payment Due Date"), and prorated for any partial year. Payment Terms and Conditions are more specifically described on **Appendix "B"**, a copy of which is attached hereto and incorporated herein for all purposes. Payment shall be due on or before the tenth (10th) day after the Payment Due Date. Payments made after such date shall be considered late and interest on late payments shall accrue at the maximum rate allowed by law, such interest to accrue from the Payment Due Date. If this Agreement is terminated at a time other than the last day of the calendar year of the term for any reason other than a default by LICENSEE, all rental fees shall be prorated as of the date of termination and all prepaid rental fees shall be refunded to LICENSEE.



9. Access

9.01. LICENSEE shall have the non-exclusive right to access the aforementioned PREMISES at any time, by contacting and providing notice to CITY. LICENSEE must be accompanied by CITY personnel at all times when accessing the PREMISES. If CITY is contacted by LICENSEE after the normal business hours of CITY, for the purpose of accessing the aforementioned location, LICENSEE agrees to reimburse CITY for the actual cost of any CITY staff involvement necessary for this access. LICENSEE agrees to make such reimbursement to CITY within thirty (30) days of receipt of an invoice from the CITY for such costs.

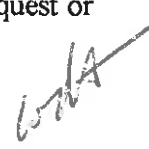
10. Damages to Property

10.01. LICENSEE shall immediately notify CITY of any and all damages resulting from, arising out of, or caused to the and City Premises including but not limited to structural damages, electrical damages, damages to fencing, irrigation systems or landscaping by LICENSEE's operations, or by LICENSEE, its officers, agents, employees and invitees. LICENSEE shall be solely responsible for the costs and the repair of all such damages and such repairs and/or replacements shall be completed in a timely manner reasonably acceptable to CITY.

11. Electrical Interference

11.01. Prior to installation of any improvements on the PREMISES, LICENSEE shall conduct band width testing of its equipment and CITY equipment and any third party equipment on the premises to check band width conflict between CITY's or any third party's system and LICENSEE's system. If such conflict occurs, LICENSEE shall take all steps necessary to resolve the conflict to the reasonable satisfaction of CITY. If the conflict cannot be remedied to the reasonable satisfaction of CITY, at the time that such determination is made, notwithstanding provisions in this Agreement to the contrary, CITY may immediately terminate this Agreement and neither CITY nor LICENSEE shall have any further right or obligation thereunder. Band width testing shall only be required to identify conflicts based on operation of CITY's equipment operating under original specifications.

11.02. LICENSEE shall not cause electrical, signal or intermodal interference to any other licensee/user whose use of the premises predates the LICENSEE's installation or operation of its equipment in accordance with the SITE PLAN approved as provided herein. Should such interference occur, LICENSEE will promptly take all steps necessary to correct such interference within ten (10) days notice of the problem and, if such interference cannot be eliminated within such time, LICENSEE shall suspend operations (receiving and transmitting) at the site while the interference problems are studied and a means to eliminate the problem is found. Any such method for correction of an interference problem must be acceptable to CITY, LICENSEE and the affected Licensee/user. If the interference complained of cannot be acceptably eliminated within thirty (30) days, LICENSEE, without need for further notice, will cease its operations, remove all equipment from the PREMISES, and neither CITY nor LICENSEE shall have any further right or obligation under this Agreement. In such event, Licensee shall bear the total cost of removal of their improvements and shall neither request or be entitled to damages of any kind whatsoever.



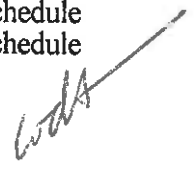
11.03. LICENSEE shall not cause electrical, signal or intermodal interference to CITY at anytime during or after installation or operation of LICENSEE's equipment. Moreover, LICENSEE's use will not in any way adversely affect or interfere with CITY's signal operation or its communication system. Should such interference occur, LICENSEE will promptly take all steps necessary to correct such interference within ten (10) days notice of the problem and, if such interference cannot be eliminated within such time, LICENSEE shall suspend operations (receiving and transmitting) at the site while the interference problems are studied and a means to eliminate the problem is found. Any such method for correction of an interference problem must be acceptable to both CITY and LICENSEE. If the interference complained of cannot be acceptably eliminated within thirty (30) days, LICENSEE, without need for further notice, will cease its operations, remove all equipment from the PREMISES, and neither CITY nor LICENSEE shall have any further right or obligation under this Agreement. In such event, LICENSEE shall bear the total cost of removal of their improvements and shall neither request or be entitled to damages of any kind whatsoever.

11.04. CITY will not grant a license to any other party for the use of City Premises without including in that license a provision stating that the party's use will not in any way adversely affect or interfere with LICENSEE's signal operation or its communication system. Upon ten (10) days written notice to CITY by LICENSEE, CITY shall notify such third party that it is causing significant interference with LICENSEE's operations. The provisions of the third parties lease shall require all operations cease and equipment be removed if such interference is not corrected within thirty (30) days following the notice to such third party user causing the interference. LICENSEE shall have the right to terminate this Agreement upon ten (10) days written notice to CITY in the event that despite the above-described procedure LICENSEE continues to experience interference from such third party. In the event that LICENSEE experiences interference caused by a third party licensee, LICENSEE agrees that it shall seek recourse solely from such third party. It is agreed that LICENSEE shall not make claim for or be entitled to damages of any kind from CITY and no compensation shall be due from CITY for damages, of any kind including but not limited to, lost or anticipated profits and/or costs of removal and relocation.

11.05. LICENSEE shall have the sole burden of, and be responsible for all costs associated with, alleging and proving that another user of the PREMISES is causing significant interference, as well as for otherwise enforcing LICENSEE's rights under this Agreement. CITY shall not be responsible for the costs associated with the resolution of any dispute between users of the City Premises or enforcement of any of LICENSEE's rights under this Agreement.

12. Complaint Resolution

12.01. If either LICENSEE or CITY receives a complaint regarding LICENSEE's operations at or from the PREMISES, other than those covered in part 11 above, LICENSEE shall respond within twenty-four (24) hours of receipt of such complaint. LICENSEE shall respond with a written explanation to each complainant with details of its investigation into the incident upon which the complaint was based ("Incident") and the actions that LICENSEE has taken to resolve the Incident including, when necessary, all future actions LICENSEE will take to fully resolve the Incident or prevent a recurrence of the Incident. If the Incident cannot be resolved to the satisfaction of the complainant within fifteen (15) days, LICENSEE shall provide a schedule for completion of its plan to resolve or prevent the Incident, such schedule is subject to CITY approval. If future action is necessary, LICENSEE shall include a schedule



for completion of its plan to correct or prevent the Incident, such schedule is subject to CITY approval, such approval not to be unreasonably delayed or withheld. If CITY must step in and resolve a complaint, or is subjected to expenses of any kind, including but not limited to legal expenses, regarding LICENSEE's operations, LICENSEE shall be responsible for and/or reimburse CITY for all actual expenses incurred.

13. Utility Easements and Utility Cost

13.01. LICENSEE will be responsible for any and all costs associated with electrical hookup, maintenance and service, which is due to LICENSEE's operations at the PREMISES.

CITY grants to LICENSEE a non-exclusive easement (during the term of this License) to install, remove, replace and maintain utility cables, conduits and pipes from the PREMISES to the appropriate, in the discretion of LICENSEE, source of electric, fiber, cable and telephone facilities. The location of such easement shall be made a part of LICENSEE's SITE PLAN and subject to approval by the CITY, such approval not to be unreasonably withheld, conditioned or delayed.

14. Taxes

14.01. LICENSEE agrees to reimburse CITY for all taxes which are assessed against CITY attributable to LICENSEE's equipment or use of the PREMISES and personal property improvements constructed or maintained by LICENSEE on or about the PREMISES; provided, however, CITY shall use its best efforts to provide prior notification of any taxes for which LICENSEE is to be charged, so LICENSEE will have the opportunity to appear before the taxing authority and contest any assessment.

15. Liability and Indemnification

15.01. LICENSEE shall at all times comply with all laws and ordinances and all rules and regulations of municipal, state and federal government authorities relating to the installation, maintenance, height, location, use, operation, and removal of the equipment, antenna systems, and other alterations or improvements authorized herein, and shall fully release, defend, indemnify and hold harmless CITY, its officers, officials, agents, servants or employees (collectively "CITY") against any and all claims, damages, lawsuits, losses, costs, or expenses which may be sustained or incurred by CITY, its officers, officials, agents, servants or employees as a result of LICENSEE's installation, operation, or removal of such improvements, except to the extent caused by the negligence or willful misconduct of CITY, its officers, officials, agents, servants or employees. It is the intention of the parties that where such claims, damages, lawsuits, losses, costs or expenses are caused by the combined negligence or combined willful misconduct of both parties hereto, each party shall be responsible for its proportionate share of costs incurred, to the extent provided for or permitted by law.

15.02. LICENSEE undertakes and assumes for its officer, agents, employees, servants, affiliates, contractors and subcontractors, all risk of dangerous conditions, if any on or about the PREMISES and City Premises, and LICENSEE hereby agrees to release, defend, indemnify and hold harmless CITY, its officers, officials, agents, servants and employees

against and from any claim asserted or liability imposed upon CITY, its officers, officials, agents, servants, and employees for personal injury or property damage to any person arising out of LICENSEE's use of City Premises and/or installation, operation, maintenance, condition or use of the PREMISES or LICENSEE's facilities or LICENSEE's failure to comply with any federal, state, or local statute, ordinance or regulation except to the extent any of the above is solely caused by the negligence or willful misconduct of CITY, its officers, officials, agents, servants or employees. In no event shall the CITY's liability extend beyond that provided by law.

15.03. LICENSEE represents and warrants that its use of the PREMISES herein will not generate any hazardous substance, and it will not store or dispose on the PREMISES nor transport to or over the PREMISES any hazardous substance, except that LICENSEE may store acid storage batteries within the PREMISES Equipment Compound as necessary for use in the event of a power outage. LICENSEE further agrees to release, defend, indemnify, and hold CITY, its officers, officials, agents, servants and employees, harmless from and against any damage, loss, or expense or liability resulting from the generating, releasing, storage or disposal of such hazardous substances by LICENSEE including all attorneys' fees, costs, fines and penalties incurred as a result thereof. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death, or disease.

16. Insurance

16.01. LICENSEE shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension or renewal thereof, at LICENSEE's sole expense, liability insurance and workers' compensation insurance, and a certificate of insurance shall be submitted to and approved by CITY prior to the commencement of any performance under this Agreement. Licensee must provide insurance in compliance with **Appendix "C"**, attached hereto and incorporated herein for all purposes.

17. Condition of Premises

17.01. CITY shall maintain the City Premises not otherwise herein required to be maintained by LICENSEE, in compliance with all applicable statutes, ordinances, regulations and rules and in a manner which will not interfere with LICENSEE's reasonable use of the City Premises as described and permitted herein. Upon expiration, cancellation, or termination of this Agreement, LICENSEE will have the right to remove its equipment, antenna systems, fixtures, and structures from the City Premises at LICENSEE's cost and expense. Such removal shall be accomplished within thirty (30) days of expiration, cancellation or termination of this Agreement. Title to all such equipment, fixtures and structures remaining after the expiration of said thirty (30) days shall be deemed abandoned by LICENSEE and shall become the sole property of the CITY and LICENSEE agrees that it shall not be entitled to compensation or offset of any kind for the value of such abandoned property. Upon vacation of the City Premises, LICENSEE shall surrender the that portion of the City Premises leased to them in substantially the same condition as received, except for ordinary wear and tear, as determined by CITY. If, as reasonably determined by CITY, the PREMISES are not

surrendered in satisfactory condition, the LICENSEE shall be liable to CITY for an amount representing the actual cost to restore the PREMISES to substantially the same condition as received in addition to any lost revenues due to CITY's inability to operate out of or lease the PREMISES during such time as may be required for restoration.

17.02. LICENSEE shall have sole responsibility for the maintenance, repair, and security of its equipment, personal property, Antenna Facilities, and leasehold improvements, and shall keep same in good repair and condition during the term and all renewals of this Agreement.

17.03. LICENSEE shall keep LICENSEE's leased portion of the City Premises and the area of the City Premises immediately adjacent thereto, free of debris and anything reasonably determined to be of a dangerous, noxious, or offensive nature or which would create a hazard or undue vibration, heat, noise, or interference which is caused by LICENSEE, its agents, employees, contractors or invitees.

17.04. In the event CITY or any other licensee undertakes painting, construction, or other alterations on the City Premises, LICENSEE shall take reasonable measures at LICENSEE's cost to cover all of LICENSEE's equipment, and protect such from paint and debris fallout which may occur during the painting, construction, or alteration process. CITY shall not be responsible for any damages or costs incurred by LICENSEE due to the actions or omissions of any third party licensees upon the City Premises including the PREMISES. LICENSEE shall provide ten (10) business days written notice to the CITY and all other licensees upon the City Premises prior to undertaking such painting, construction, or other alterations.

17.05. By taking possession of the PREMISES, LICENSEE accepts the PREMISES in the condition existing as of the Date of Commencement. CITY makes no representation or warranty with respect to the condition of the PREMISES or the suitability of the PREMISES for LICENSEE's operations, and CITY shall not be liable for any latent or patent defect in the PREMISES. CITY agrees to notify LICENSEE of the existence of any latent defects of which the CITY has knowledge.

18. Notice

18.01. All notices to the parties shall be in writing and shall be sent by certified or registered mail, or hand delivered, to the respective representatives for the parties as designated below:

CITY

City of Mesquite
Attn.: City Manager
1515 N. Galloway Avenue
Mesquite, Texas 75149
Telephone: (972) 216-6403
Fax: (972) 216-6431

LICENSEE

c/o PrimeCo Personal Communications, L.P.
Attn.: North Texas Property Manager
5221 N. O'Connor Blvd., Suite 1000
Irving, Texas 75039
Telephone: (972) 337-3000
Fax: (972) 337-3119



19. Marking and Lighting Requirements

19.01. LICENSEE acknowledges that it shall be responsible for compliance with all tower or building marker and lighting requirements which may be required by the Federal Aviation Administration or the Federal Communication Commission in conjunction with LICENSEE's installation and maintenance of improvements under this Agreement, as well as any expenses, fees or fines associated with compliance or non-compliance, due to LICENSEE's installation or maintenance of improvements under this Agreement, and if the LICENSEE does not cure the conditions of noncompliance within the time frame allowed by the citing agency, CITY may terminate this Agreement upon seven (7) days written notice. In the event of such termination it is agreed and understood that LICENSEE shall not be entitled to and shall not make a claim for damages of any kind from CITY.

20. Site Plan

20.01 The SITE PLAN (attached as "Appendix A") must be approved by CITY prior to the execution of this Agreement, with approval or disapproval not to be unreasonably delayed or withheld. The SITE PLAN shall describe and illustrate the location, size and type of all equipment, fixtures, antennas, cables, wiring and other structures to be installed, maintained and operated under this Agreement. The SITE PLAN shall include all transmit and/or receive frequencies, and a scale drawing of the proposed installations, as well as an elevation of the Tower-- with the proposed installations. Performance under this Agreement shall be in strict compliance with the SITE PLAN. If LICENSEE's installation, maintenance, operation of equipment, fixtures, antennas, cables, wiring or other structures fail to comply with the approved SITE PLAN, at any time, as reasonably determined by CITY, then CITY shall have the right to terminate this Agreement upon notice to LICENSEE and opportunity to cure as provided under § 4.03. herein. Except as provided in paragraph 7 herein, modifications to LICENSEE's SITE PLAN must be approved in writing by CITY before LICENSEE may make any changes to its SITE PLAN as originally approved by CITY. Decisions concerning approval of such modifications shall be in the sole discretion of the CITY. Such decisions shall not be unreasonably delayed or withheld. When making its determination, CITY may consider comments from neighboring property owners and other Licensees.

21. Modifications

21.01. LICENSEE's operations and all CITY approved modifications to the PREMISES must at all times comply with the terms of this Agreement, all applicable federal, state and local laws and ordinances and all amendments thereto. Except as provided herein, it is agreed that, with the exception of local ordinances, CITY shall bear no responsibility for determining LICENSEE's compliance with laws governing their operations on the PREMISES and in all instances responsibility for such compliance shall be solely LICENSEE's.

22. Entire Agreement

22.01. This Agreement, together with all Appendices attached hereto and incorporated herein constitute the entire agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

23. Capacity

23.01. Both LICENSEE and CITY represent that they have full capacity and authority to grant all rights and assume all obligations they have granted and assumed under this Agreement.

24. Governing Law

24.01. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas, and exclusive venue for any action concerning this Agreement shall be in Dallas County, Texas.

25. Amendment

25.01. This Agreement may only be amended by the mutual written agreement signed by the parties hereto.

26. Legal Construction; Severability

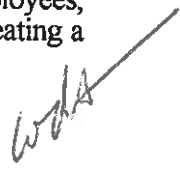
26.01. In the event that any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

27. Nonwaiver

27.01. No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given thereunder. No covenant or conditions of this Agreement may be waived without consent of the parties. It is further agreed that one (1) or more instances of forbearance by a party hereto in the exercise of its rights herein shall in no way constitute a waiver thereof.

28. Independent Contractor

28.01. LICENSEE covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of CITY; that LICENSEE shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between CITY and LICENSEE, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between CITY and LICENSEE.



29. Successors and Assigns

29.01. 29.01. Except to a "Partner Company", "Affiliate" or "Subsidiary" of or an "Affiliate" or "Subsidiary" of a "Partner Company" of LICENSEE (as defined below), LICENSEE shall not assign this Lease, or allow it to be assigned, in whole or in part, by operation of law or otherwise, or mortgage or pledge the same, or sublet the Leased Site, or any part thereof, without prior written consent of CITY, such consent not to be unreasonably withheld or delayed. CITY's consent to an assignment or sublease shall be deemed given if CITY does not respond to LICENSEE'S request within thirty (30) days after CITY's receipt of such request.

Each of the current partners of LICENSEE is a Partner Company. An Affiliate of an entity is any entity fifty-one percent (51%) or more of the ownership of which is owned, directly or indirectly, by such entity. A subsidiary of an entity is any entity eighty percent (80%) or more of the ownership of which is owned by such entity.

No consent by CITY to any assignment or sublease by LICENSEE shall relieve LICENSEE of any obligation to be performed by LICENSEE under this Lease, whether arising before or after the assignment or sublease. The consent by CITY to any assignment or sublease shall not relieve LICENSEE from the obligation to obtain CITY's express written consent to any other assignment or sublease.

Any sale or other transfer, including by consolidation, merger or reorganization, of a majority of the voting stock of LICENSEE, if LICENSEE is a corporation, or any sale or other transfer of a majority interest (whether of profits, losses, capital or voting power) or a majority of the persons comprising the managers of the partnership, if LICENSEE is a partnership, shall not be an assignment for purposes of this paragraph.

Notwithstanding the foregoing, no assignment or transfer of this agreement, in whole or in part, shall occur without prior notice in writing to the CITY. Any assignment, sublease or other disposition of this agreement without prior notice to the CITY or without the CITY's consent, as required herein, shall be void and shall be considered an Event of Default under paragraph 4.02a hereof.

30. Applicable Laws

30.01. This Agreement is entered into subject to the Charter and ordinances of CITY as they may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable federal and state laws. LICENSEE shall make any and all reports required in accordance with federal, state or local law, including but not limited to proper reporting to the Internal Revenue Service as required in accordance with LICENSEE's income.

31. Compliance Audit

31.01. LICENSEE agrees that CITY shall, until the expiration of one (1) year after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of LICENSEE involving transactions relating to engineering, construction, and contracts affecting the PREMISES, and such other files

containing engineering, construction or subleasing information about the PREMISES, excluding consumer, proprietary or financial information, other than subleasing information, in order to confirm compliance with the terms and conditions of this Agreement. LICENSEE agrees that CITY shall have access during normal working hours to all necessary LICENSEE facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. CITY shall give LICENSEE ten (10) business days written notice of intended audits and shall conduct such audits at CITY's expense, except it is agreed such expense shall be born by LICENSEE in the event such an audit reveals LICENSEE's noncompliance with this Agreement. CITY shall have no further right to audit one (1) year after final payment.

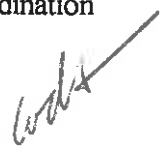
32. Remedies - Payments Due Hereunder

32.01. LICENSEE's failure to timely remit any and all payments due hereunder within twenty (20) days after receipt by LICENSEE of written notice setting forth such default shall be a breach of this Agreement. If LICENSEE fails to make payment as required; if LICENSEE abandons or vacates the PREMISES; or if LICENSEE is adjudicated a bankrupt or makes any assignment for the benefit of creditors; CITY shall have the right, at its option, in addition to and not exclusive of any other remedy CITY may have hereunder or by operation of law, with one (1) business day demand or notice, to re-enter the PREMISES and eject all persons therefrom. Upon such occurrence, CITY may declare this Agreement at an end, in which event LICENSEE shall immediately pay CITY a sum of money equal to the total of (i) the amount of unpaid rent accrued through the date of termination; (ii) the amount by which the unpaid rent reserved for the balance of the term exceeds the amount of such rental loss that the LICENSEE proves could be reasonably avoided (net of the costs of such reletting); and (iii) any other reasonable amounts necessary to compensate CITY for all detriment proximately caused by LICENSEE's failure to perform its obligations under this Agreement.

32.02. No re-entry and taking of possession of the PREMISES by CITY shall be construed as an election on CITY's part to terminate this Agreement, regardless of the extent of renovations and alterations by CITY, unless a written notice of such intention is given to LICENSEE by CITY.

33. Subordination to Mortgage

33.01. Any mortgage now or subsequently placed upon any property of which the PREMISES are a part shall be deemed to be prior in time and senior to the rights of the LICENSEE under this Agreement. LICENSEE subordinates all of its interest in the PREMISES created by this Agreement to the lien of any such mortgage. LICENSEE shall, at CITY's request, execute any additional documents necessary to indicate this subordination provided that such mortgage shall not disturb possession of LICENSEE hereunder.



EXECUTED on the 13th day of October, 1997, in Dallas County, Texas.

LICENSEE:

DALLAS MTA, L.P., by its sole general partner,
PRIMECO PERSONAL COMMUNICATIONS, L.P.


BY:


Douglas Athas
DIRECTOR - SITE DEVELOPMENT

CITY:

CITY OF MESQUITE, TEXAS

BY:


Mike Anderson
Mayor
1515 N. Galloway Avenue
P.O. Box 850137
Mesquite, Texas 75185-0137

APPROVED AS TO FORM:


B. J. Smith, CITY ATTORNEY

ACKNOWLEDGMENTS

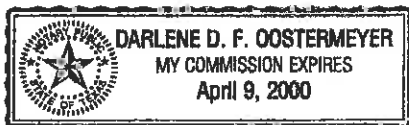
STATE OF TEXAS

COUNTY OF DALLAS

§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared, DOUGLAS ATHAS, Director - Site Development of **PRIMECO PERSONAL COMMUNICATIONS, L.P.**, a Delaware limited partnership, as the sole general partner of **DALLAS MTA, L.P.**, a Delaware limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of **DALLAS MTA, L.P.** _____ for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the 13th day of October, 1997.



Darlene D. Oostermeier
Notary Public in and for the
State of Texas

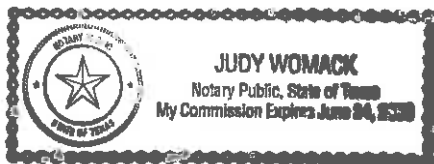
STATE OF TEXAS

COUNTY OF DALLAS

§
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BEFORE ME, the undersigned authority, on this day personally appeared, MIKE ANDERSON, Mayor of the **CITY OF MESQUITE, TEXAS**, a home-rule municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of the **CITY OF MESQUITE, TEXAS**, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the 10th day of October, 1997.



Judy Womack
Notary Public in and for the
State of Texas



APPENDIX "A" ANTENNA SPECIFICATIONS



PCS Panel antenna

PCSA090-19- *

1850 – 1990MHz

Printed stripline construction

90° sector antenna

Mechanical downtilt adjustable from -10° to +10°

UV-stabilised polystyrene radome

COMSAT-RSI's design is based on the use of stripline techniques and employs a linear array of radiating elements fed from a corporate feed network. This method of construction provides accurate repeatability for quantity production and very high reliability in use. Electrical components are sealed by a lamination process and the whole antenna is protected by a radome which covers all internal components. The standard pan/tilt mounting hardware allows the antenna to be mounted to vertical walls, or to poles of various diameters.

Electrical specifications

Frequency	1850 – 1990MHz
Gain	18.0 ± 0.5 dBi (15.9 ± 0.5 dBd)
Input impedance	50 ohms
VSWR	1.4:1 maximum
Polarization	Vertical
Elevation sidelobes above main beam	< -19dB for all lobes less than 20° above elevation main beam maximum
Electrical downtilt (*)	0, 2 or 5°
Electrical null fill	Level of first null below elevation maximum > -25dB
Azimuth beamwidth	90° ± 5°
Elevation beamwidth	4.8° ± 0.6°
Front / back ratio	> 30 dB
Input power	250W at 40°C (Continuous rating)
Intermodulation products	< -153dBc for 2 x 20W carriers
Lightning protection	Direct ground; optional lightning finial available

Mechanical specification

Input connector	7/16-DIN female
Radiating element material	Copper
Radiating element housing	Chromated aluminum chassis, UV-stabilised polystyrene radome
Mounting interface (See accessories brochure for part numbers)	Mounting for wall or pole 1.9 - 4.5in diameter (48 - 115mm), c/w pan and tilt
Survival wind speed	125 MPH 56m/s
Wind load at 100m/h (45m/s)	Front: 44 lbf 195 N Side: 63 lbf 280 N
Temperature	-40°F (-40°C) to 140°F (60°C)
Humidity	Up to 100%, condensing

APPENDIX "A-1"
LEGAL DESCRIPTION OF CITY PREMISES

Being that certain lot, tract or parcel of land situated in Dallas County, Texas, and being in the Thomas Scott Survey, Abstract No. 1353, City of Mesquite, Texas, as described in Deed dated March 11, 1969 between Joe. C. Pritchett, Vance W. Stallcup, John W. Conly, M.Dee Ogden and Don Glendenning and the City of Mesquite, Texas, recorded in Volume 69055, Page 1378, Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at the point of intersection of the East line of a 30-foot easement for street purposes, as recorded in Volume 5586, Page 228, of the Deed Records of Dallas County, Texas, with the South line of Long Creek Road, an iron stake for corner;

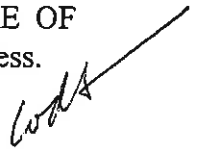
THENCE North 89 deg. 40 min. 30 sec. East along the said Long Creek Road South line, a distance of 788.94 feet to an iron stake for corner;

THENCE South 0 deg. 20 min. 30 sec. East leaving said Long Creek Road South line, and proceeding a distance of 616.00 feet to an iron stake for corner;

THENCE South 89 deg. 39 min. 30 sec. West a distance of 770.30 feet to a point on the East line of said 30 foot easement, for street purposes an iron stake for corner;

THENCE North 0 deg. 20 min. 30 sec. West along the said 30 foot easement for street purposes East line, a distance of 437.00 feet to the beginning of a curve to the left having a central angle of 17 deg. 46 min. and a radius of 390.85 feet an iron stake for corner;

THENCE around said curve to the left a distance of 121.20 feet to the PLACE OF BEGINNING and containing 475,320 square foot or 10.912 acres of land, more or less.

A handwritten signature in black ink, appearing to be 'C. W. A.', is written diagonally across the bottom right of the page.

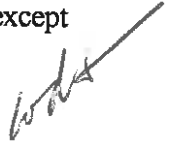
APPENDIX "B"

PAYMENT TERMS AND CONDITIONS

Rental Fees shall commence to accrue and shall be due and payable on the Date of Commencement of this Agreement, as defined herein, and thereafter payment being due on the anniversary date of the Date of Commencement. Such fees shall be payable in cash, at the place designated herein for the delivery of notices to the CITY, without demand, set-off or deduction for any reasons whatsoever, except as otherwise provided herein. Payment shall be made in the amount of Eleven Thousand and Forty DOLLARS (\$11,040.00) annually.

Payments made after the first year of the Agreement term and for all subsequent renewals shall be due and payable, as specified herein.

Each year, this Agreement shall be on the same terms and conditions as set forth herein except that Rental Fees shall be increased by four percent 4% annually.



APPENDIX "C"

INSURANCE

A. AMOUNTS OF INSURANCE

Licensee agrees to maintain and provide the following types and amounts of insurance for the term of this agreement:

<u>TYPE</u>	<u>AMOUNT</u>
1. <u>Workers Compensation</u> <u>and</u> <u>Employer's Liability</u>	Statutory \$100,000.00
2. <u>Commercial General Liability</u> (with no restriction for contractual liability)	\$1,000,000.00 per occurrence \$2,000,000.00 general aggregate
3. <u>Automobile Liability</u>	\$1,000,00.00 CSL

The preceding amounts notwithstanding, City reserves the right to increase the minimum required insurance to be effective thirty (30) days after notice is sent to the address provided herein.

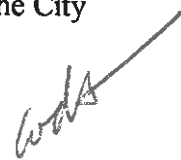
B. OTHER INSURANCE REQUIREMENTS

Insurance required herein shall be issued by a company or companies of sound and adequate responsibility and authorized to do business in the State of Texas. Certificates of Insurance shall be subject to examination and approval by the City Attorney's office for their adequacy as to form, content, form of protection and the providing company.

Insurance required by this Agreement with the City as additional insured shall be primary insurance and not contributing with any other insurance available to City. Each party agrees to waive right of subrogation, and those of each respective insurer, on their worker's compensation policies.

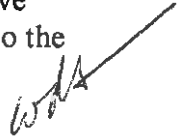
Licensee further agrees that with respect to the above required insurance, the City shall:

1. Be named as additional insured with respect to general liability.



3. Be provided with at least 30 days advance written notice of cancellation or material change in the insurance coverage on all policies.

4. Prior to execution of the agreement, be provided, through the office of the Assistant City Manager, with their original certificate of evidencing the above requirements. Thereafter, new certificates shall be furnished 30 days prior to the expiration date of any prior certificate

A handwritten signature in black ink, appearing to be "W. A.", is written over the end of the fourth paragraph.