

STATE OF TEXAS
COUNTY OF JOHNSON

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**TOWER ATTACHMENT
LEASE AGREEMENT**

THIS TOWER ATTACHMENT LEASE AGREEMENT ("Lease") is made and entered into as of the 12th day of June, ~~1996~~¹⁹⁹⁷, by and between the City of Burleson, Texas, a municipal corporation ("Landlord"), and Southwestern Bell Wireless Inc. ("SBW"), acting in its capacity as general partner of the Dallas SMSA Limited Partnership, and being a corporation organized and existing under the laws of the State of Delaware, with its principal place of business at 15660 Dallas Parkway, Suite 1300, Dallas, Texas 75248 ("Tenant").

Background

(a) Landlord is the owner in fee simple of a parcel of land located in the City of Burleson, Johnson County, Texas, legally described on the attached **Exhibit A** (the "Owned Premises").

(b) A water storage tower ("Tower") is located on the Owned Premises.

(c) In addition to water storage operations, Landlord operates certain communications facilities on the Owned Premises.

(d) Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, a portion of the Owned Premises in order to enable Tenant to erect, operate, and maintain certain communications equipment of Tenant, on the terms and conditions set forth below. Now, therefore, in consideration of the terms and conditions of this Lease, the parties agree as follows:

1. PREMISES LEASED.

1.1 Landlord leases to Tenant and Tenant leases from Landlord a portion of the Owned Premises, consisting of space on the Tower for directional antennas, connecting cables, and appurtenances ("Antenna Facilities") at the locations shown on the attached **Exhibit C** and space on the ground for the construction of an equipment shelter, as shown on the Site Plan attached as **Exhibit B** (collectively, the "Premises"). The Antenna Facilities and equipment shelter are referred to collectively as the "Improvements".

1.2 This Lease is not a franchise pursuant to Chapter XI of the City Charter nor is it a permit or authorization to use the public rights-of-way. A franchise or permit, if required, must be obtained separately from Landlord.

2. TERM AND RENEWALS

2.1 The primary term of this Lease is five years, commencing on the date of full execution of this Lease by both parties (the "Commencement Date") and will terminate at 11.59 p.m. on the same date in the year 2001.

2.2 Provided that Tenant is not then in default under this Lease, Tenant may renew this Lease for four successive renewal terms of five years each by Tenant notifying Landlord at least 120 days prior to expiration of the then-current term. Each renewal shall be on the same terms and conditions except that there shall be no renewal after the fourth renewal term.

3. RENT

3.1 Tenant shall pay Landlord as annual rent for the Premises the sum of \$14,400 ("Rent"). Tenant shall pay Landlord Rent for the first year on the date Tenant completes construction of its Improvements or July 1, 1997, whichever is earlier. Tenant shall pay Landlord Rent annually in advance on each anniversary of the Commencement Date. Rent shall be increased annually as described in Paragraph 3.5.

3.2 Tenant shall pay Landlord a late payment charge equal to five percent of the late payment for any payment not paid when due. In addition to the late payment charge, any amounts not paid when due shall bear interest until paid at the lesser of the rate of one and three-quarters percent per month or the highest rate permitted by law.

3.3 For each additional antenna installed by Tenant beyond the initial array described in **Exhibit C**, Tenant shall pay additional rent of \$200 per month which shall increase annually under the same terms provided in Paragraph 3.5 and shall become part of the Rent. Tenant may not add additional equipment or antennas from that shown on **Exhibit C** without the approval of Landlord which approval shall not be unreasonably withheld or delayed.

3.4 Tenant agrees to pay any real estate taxes required as a result of this Lease, but only on Tenant's Leased Premises.

3.5 The Rent shall be increased annually effective as of each anniversary of the Commencement Date by an amount equal to the greater of five percent or the percentage increase in the CPI over the prior year CPI. "CPI" means the Consumer Price Index for the Dallas/Fort Worth Area, All Items, issued by the Bureau of Labor Statistics for the United States Department of Labor (1982-84 = 100). If the CPI is converted to a different standard reference base or otherwise revised, the adjustment set forth in this paragraph shall be made with the use of the conversion formula published by the Bureau of Labor Statistics.

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

4. USE OF PREMISES.

4.1 Tenant may use the Premises for the installation, operation, and maintenance of its Antenna Facilities for the transmission, reception, and operation of a communications system and for the storage of related equipment in accordance with the terms of this Lease. This use shall be non-exclusive. Tenant may erect and operate 16 panel (# and type) antennas and may expand to a maximum of 12 antennas, but only with Landlord's consent, which consent shall not be unreasonably withheld or delayed, and only after Landlord has obtained, at Tenant's expense, a certified evaluation indicating that each additional antenna will not interfere with existing antennas or proposed antennas.

4.2 Tenant shall, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, radio frequency emissions, and safety) in connection with the use, operation, maintenance, construction and installation of the Antenna Facilities and the Premises.

5. CONSTRUCTION STANDARDS.

5.1 The Antenna Facilities shall be installed on the Tower and Premises in a good and workmanlike manner without the attachment of any construction liens. Landlord reserves the right to require Tenant to paint the Antenna Facilities and equipment shelter, at Tenant's expense, in a manner consistent with the color of the Tower and its appurtenances, so long as the requirement is in accordance with all rules and regulations of the Federal Aviation Administration and the Federal Communications Commission.

6. INSTALLATION OF EQUIPMENT.

6.1 Tenant shall have the right, at its sole cost and expense, to install, operate and maintain on the Premises, in accordance with good engineering practices and with all applicable FCC rules and regulations, the Improvements as described on **Exhibits B and C**. Tenant shall provide all required lighting shown on **Exhibits B and C**.

6.2 Tenant's installation of the Improvements shall be done according to plans approved by Landlord, which approval shall not be unreasonably withheld or delayed. Any damage done to the Owned Premises or the Tower during installation or during operations shall be repaired or replaced within 10 days at Tenant's expense and to Landlord's satisfaction.

6.3 Within 30 days after the Commencement Date, Tenant shall provide Landlord with as-built drawings of the Improvements which show the actual location of all equipment

and Improvements consistent with **Exhibits B and C**. The drawings shall be accompanied by a complete and detailed inventory of all equipment, personal property, and Antenna Facilities.

7. EQUIPMENT UPGRADE.

7.1 Tenant may update or replace the Improvements from time to time with prior written notice to Landlord, provided that the replacement facilities are not greater in number or size than the existing facilities and provided that any change in their location on the Tower is reasonably satisfactory to Landlord. Tenant shall submit to Landlord a detailed proposal for any such replacement facilities and any supplemental materials as may be requested, for Landlord's evaluation and approval which approval shall not be unreasonably withheld or delayed.

8. MAINTENANCE.

8.1 Tenant shall, at its own expense, maintain the Improvements in a safe condition, in good repair and in a manner satisfactory to Landlord so as not to conflict with the use of, or other leasing of the Tower by Landlord. Tenant shall not interfere with the use of the Tower, the Owned Premises, related facilities, or equipment of other tenants.

8.2 Tenant shall have sole responsibility for the maintenance, repair, and security of the Improvements and shall keep them in good repair and condition during the Lease term.

8.3 Tenant shall keep the Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference.

8.4 If Landlord or any other tenant undertakes painting, construction or other alterations on the Tower, Tenant shall, with reasonable prior notice from landlord, take reasonable measures at Tenant's cost to cover the Improvements and protect them from paint and debris fallout which may occur during the painting, construction or alteration process.

9. PREMISES ACCESS.

9.1 Landlord shall be allowed and granted access to the Premises at reasonable times and upon reasonable notice to Tenant, to examine and inspect the Premises for safety reasons or to ensure that Tenant is complying with this Lease.

9.2 Tenant shall, at all times, have ingress and egress to the Premises by means of the existing driveway over the Owned Premises in order to install, operate, and maintain the Improvements.

10. UTILITIES.

10.1 Tenant shall, at its expense, separately meter charges for the consumption of electricity and other utilities associated with its use of the Premises and shall timely pay all utility costs.

11. LICENSE FEES.

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

12. APPROVALS: COMPLIANCE WITH LAWS.

12.1 Tenant's use of the Premises is contingent upon its obtaining all certificates, permits, zoning, and other approvals that may be required by any federal, state or local authority. Tenant shall erect, maintain and operate its Antenna Facilities in accordance with site standards, state statutes, ordinances, rules and regulations now in effect or that may be issued in the future by the Federal Communications Commission or any other governmental body. If these approvals are denied or withdrawn, Tenant may terminate this lease in accordance with Paragraph 16.1.

13. INTERFERENCE.

13.1 Tenant's installation, operation, and maintenance of its Antenna Facilities shall not damage or interfere with Landlord's tower operations or related repair and maintenance activities or with the activities of other tenants. Tenant agrees to cease all actions which materially interfere with Landlord's use of the Tower immediately upon actual notice of such interference, provided however, in that case, Tenant shall have the right to terminate the Lease. Landlord reserves the right to take any action it deems necessary or appropriate, in its sole discretion, to repair, maintain, alter or improve the Owned Premises, including, but not limited to leasing parts of the Tower to others.

13.2 Landlord does not guarantee to Tenant subsequent noninterference with Tenant's communications operations, provided; however, that if any other party except a governmental unit, office, or agency requests a lease or permission to place any type of additional antennas or transmission facility on the Owned Premises, the procedures of Section 13.3 shall be used to determine whether the antenna or transmission facility will interfere with Tenant's transmission operations, and the terms of Section 13.4 shall be applicable and contained within all leases for communications equipment on the Owned Premises executed after the date of this lease.

13.3 If Landlord receives a request to place additional antennas or transmission facilities on the Owned Premises, Landlord shall submit a proposal complete with all

technical specifications reasonably requested by Tenant to Tenant for review for noninterference; however, Landlord shall not be required to provide Tenant with any specifications or information claimed to be of a confidential and proprietary nature by the third party. The third party shall be responsible for the reasonable cost of preparing the technical specifications for its proposed facility. Tenant shall have 30 days following receipt of the proposal to make objections with specific recommendations on how to alleviate any interference, and failure to make any objection within the 30 day period shall be considered consent by Tenant to the installation of antennas or transmission facilities pursuant to the proposal. If Tenant gives notice of objection based on interference during the 30 day period and Tenant's objections are verified by Landlord to be valid, then Landlord shall not proceed with the proposal unless Landlord modifies the proposal in a manner determined, in Landlord's reasonable judgment, to adequately reduce the interference. In that case, Landlord may proceed with the proposal. A governmental unit may be allowed to place antennas or other communications facilities on the Owned Premises regardless of potential or actual interference with Tenant's use; provided however, if Tenant's use of the Premises is affected, in Tenant's sole judgment, Tenant may terminate this Lease.

13.4 Tenant's use and operation of its facilities shall not interfere with the use and operation of other communication facilities on the Tower which pre-existed Tenant's facilities. If Tenant's facilities cause interference, Tenant shall take all measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated in a reasonable time, Tenant shall immediately cease all operations causing interference on the premises until the interference has been eliminated. If the interference cannot be eliminated within 30 days, Landlord may terminate this Lease.

14. DEFAULT AND LANDLORD'S REMEDIES.

14.1 It shall be a default if Tenant:

(a) is past due in the payment of Rent to Landlord when due, and does not cure the delinquency within 10 days from receipt of written notice from Landlord to tenant;

(b) fails in the performance of any other covenant or condition of this Lease and does not cure the other default within 30 days after written notice from Landlord specifying the default;

(c) abandons or vacates the Premises;

(d) is adjudicated a bankrupt or makes any assignment for the benefit of creditors; or

(e) becomes insolvent.

14.2 In the event of a default, Landlord shall have the right, at its option, in addition to and not exclusive of any other remedy Landlord may have by operation of law, without any further demand or notice, to re-enter the Premises and eject all persons and either:

(a) declare this Lease at an end, in which event Tenant shall immediately pay Landlord a sum of money equal to the total of:

(1) the amount of the unpaid rent accrued through the date of termination;

(2) the amount by which the unpaid rent reserved for the balance of the term exceeds the amount of such rental loss that the Tenant proves could be reasonably avoided (net of the costs of such reletting); and

(3) any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under this Lease; or

(b) without terminating this Lease, relet the Premises, or any part of the Premises, for the account of Tenant upon such terms and conditions as Landlord may deem advisable, and any monies received from the reletting shall be applied first to the expenses of the reletting and collection, including reasonable attorneys' fees, any real estate commissions paid, and then toward payment of all sums due or to become due Landlord under this Lease, and if a sufficient sum shall not be thus realized to pay the sums and other charges, Tenant shall pay Landlord any deficiency monthly, notwithstanding that Landlord may have received rental in excess of the rental stipulated in this Lease in previous or subsequent months, and Landlord may bring an action to collect the deficiencies as the monthly deficiency arises.

14.3 No re-entry and taking of possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease, regardless of the extent of renovations and alterations by Landlord, unless a written notice of the intention terminate the Lease is given to Tenant by Landlord. Notwithstanding any reletting without termination, Landlord may at any time elect to terminate this Lease for the previous default if it has not been cured.

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

15. CURE BY LANDLORD.

15.1 In the event of any default of this Lease by Tenant, Landlord may at any time, after notice required by Paragraph 14.1, cure the default for the account of and at the expense of Tenant. If Landlord is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fees in instituting, prosecuting, or defending any action to enforce Landlord's rights under this Lease, the sums so paid by Landlord, with all interest, costs and damages shall be deemed to be Additional Rent and shall be due from Tenant to Landlord on the first day of the month following the incurring of the expenses.

16. OPTIONAL TERMINATION.

16.1 This Lease may be terminated:

(a) by Tenant if Tenant is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction or operation of the Antenna Facilities or Tenant's business;

(b) by Tenant at any time prior to installation of the Improvements or November 1, 1996, whichever is earlier;

(c) by Tenant at any time upon one year prior written notice to Landlord, without further obligation under the Lease;

(d) by Landlord if Landlord decides, in its sole discretion and for any reason, to redevelop the Owned Premises or discontinue use of the Tower;

(e) by Landlord if Landlord determines, in its sole discretion and for any reason, that the Tower is structurally unsound or otherwise not suitable for Tenant's use, including but not limited to consideration of age of the structure, damage or destruction of all or part of the Tower from any source, or factors relating to condition of the Tower; or

(f) by Landlord if Landlord determines in its sole discretion that continued use of the Tower by Tenant is in fact a verified and material threat to health, safety or welfare or violates applicable laws or ordinances.

16.2 Upon termination of this Lease for any reason, Tenant shall remove the Improvements from the Premises within 30 days of the date of termination, and shall repair any damage to the Premises caused by the Improvements, normal wear and tear excepted, all at Tenant's sole cost and expense. Any Improvements which are not removed by the end of the Lease term shall become the property of Landlord subject to any purchase money security interest. In the event that Tenant does not remove the Improvements or repair any

damage as required herein, Landlord may perform this removal and repair and charge the costs for such removal and repair to Tenant.

17. ALTERATION, DAMAGE, OR DESTRUCTION.

17.1 If the Tower or any portion of the Tower is altered, destroyed or damaged so as to materially hinder effective use of the Antenna Facilities through no fault or negligence of Tenant, Tenant may elect to terminate this Lease upon 30 days' written notice to Landlord. In that event, all rights and obligations of the parties shall cease as of the date of the alteration, damage or destruction and Tenant shall be entitled to the reimbursement of any rent prepaid by Tenant. Landlord shall have no obligation to undertake any repair to the Tower.

18. INDEMNITY AND INSURANCE.

18.1 INDEMNIFICATION: TENANT SHALL, AT ITS SOLE COST AND EXPENSE, INDEMNIFY AND HOLD HARMLESS LANDLORD AND ALL ITS OFFICERS, BOARDS, COMMISSIONS, EMPLOYEES, AND AGENTS (HEREINAFTER REFERRED TO AS "INDEMNITEES"), FROM AND AGAINST:

(a) ANY AND ALL LIABILITY, OBLIGATIONS, DAMAGES, PENALTIES, CLAIMS, LIENS, COSTS, CHARGES, LOSSES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND CONSULTANTS), WHICH MAY BE IMPOSED UPON, INCURRED BY OR BE ASSERTED AGAINST THE INDEMNITEES BY REASON OF ANY ACT OR OMISSION OF TENANT, ITS PERSONNEL, EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS, RESULTING IN PERSONAL INJURY, BODILY INJURY, SICKNESS, DISEASE OR DEATH TO ANY PERSON OR DAMAGE TO, LOSS OF OR DESTRUCTION OF TANGIBLE OR INTANGIBLE PROPERTY, LIBEL, SLANDER, INVASION OF PRIVACY AND UNAUTHORIZED USE OF ANY TRADEMARK, TRADE NAME, COPYRIGHT, PATENT, SERVICE MARK OR ANY OTHER RIGHT OF ANY PERSON, FIRM OR CORPORATION, WHICH MAY ARISE OUT OF OR BE IN ANY WAY CONNECTED WITH THE CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE, USE OR CONDITION OF THE PREMISES OR TENANT'S ANTENNA FACILITIES OR THE TENANT'S FAILURE TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL STATUTE, ORDINANCE OR REGULATION.

(b) ANY AND ALL LIABILITIES, OBLIGATIONS, DAMAGES, PENALTIES, CLAIMS, LIENS, COSTS, CHARGES, LOSSES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS), WHICH ARE IMPOSED UPON, INCURRED BY OR ASSERTED AGAINST THE INDEMNITEES BY REASON OF ANY CLAIM OR LIEN ARISING OUT OF WORK, LABOR, MATERIALS OR SUPPLIES PROVIDED OR SUPPLIED TO TENANT, ITS

CONTRACTORS OR SUBCONTRACTORS, FOR THE INSTALLATION, CONSTRUCTION, OPERATION, MAINTENANCE OR USE OF THE PREMISES OR TENANT'S ANTENNA FACILITIES, AND, UPON THE WRITTEN REQUEST OF LANDLORD, TENANT SHALL CAUSE SUCH CLAIM OR LIEN COVERING LANDLORD'S PROPERTY TO BE DISCHARGED OR BONDED WITHIN 30 DAYS FOLLOWING SUCH REQUEST.

(c) ANY AND ALL LIABILITY, OBLIGATIONS, DAMAGES, PENALTIES, CLAIMS, LIENS, COSTS, CHARGES, LOSSES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND CONSULTANTS), WHICH MAY BE IMPOSED UPON, INCURRED BY OR BE ASSERTED AGAINST THE INDEMNITEES BY REASON OF ANY FINANCING OR SECURITIES OFFERING BY TENANT OR ITS AFFILIATES FOR VIOLATIONS OF THE COMMON LAW OR ANY LAWS, STATUTES, OR REGULATIONS OF THE STATE OF TEXAS OR THE UNITED STATES, INCLUDING THOSE OF THE FEDERAL SECURITIES AND EXCHANGE COMMISSION, WHETHER BY TENANT OR OTHERWISE.

18.2 IT IS THE INTENT OF THE PARTIES BY AGREEMENT TO THIS ARTICLE 18 THAT IF A CLAIM IS MADE IN ANY FORUM AGAINST INDEMNITEES FOR ANY OF THE REASONS REFERRED TO IN SECTION 18.1, AND UPON RESOLUTION OF THE CLAIM:

(a) THERE IS NO FINDING BY A COURT OF COMPETENT JURISDICTION THAT INDEMNITEES WERE NEGLIGENT IN CONNECTION WITH ANY OF THE REASONS REFERRED TO IN SECTION 18.1, TENANT SHALL HOLD INDEMNITEES HARMLESS AND INDEMNIFY THEM FOR ANY DAMAGE, LOSS, EXPENSE, OR LIABILITY RESULTING FROM THE CLAIM, INCLUDING ALL ATTORNEYS' FEES, COSTS, AND PENALTIES INCURRED; OR

(b) THERE IS A FINDING BY A COURT OF COMPETENT JURISDICTION THAT TENANT WAS NEGLIGENT TO A GREATER DEGREE THAN INDEMNITEES IN CONNECTION WITH ANY OF THE REASONS REFERRED TO IN SECTION 18.1, TENANT SHALL HOLD INDEMNITEES HARMLESS AND INDEMNIFY THEM FOR ANY DAMAGE, LOSS, EXPENSE, OR LIABILITY RESULTING FROM THE CLAIM, INCLUDING ALL ATTORNEYS' FEES, COSTS, AND PENALTIES.

18.3 Assumption of Risk: Tenant covenants and agrees that it has inspected the Tower and the Premises and that it does not rely on any representation of Landlord as to the condition of the Tower or the Premises or their suitability for Tenant's intended uses and purposes. Tenant accepts the Premises in their present condition and finds them suitable for Tenant's purposes.

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

18.5 Notice, Cooperation and Expenses:

(a) Landlord shall give Tenant prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Lease. Nothing herein shall be deemed to prevent Landlord from cooperating with Tenant and participating in the defense of any litigation by Landlord's own counsel. Tenant shall pay all expenses incurred by Landlord in response to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the reasonable value of any services rendered by the Landlord's attorney, and the actual expenses of Landlord's agents, employees or expert witnesses, and disbursements and liabilities assumed by Landlord in connection with such suits, actions or proceedings but shall not include attorneys fees for services that are unnecessarily duplicative of services provided Landlord by Tenant.

(b) If Tenant requests Landlord to assist it in a defense then Tenant shall pay all expenses incurred by Landlord, including defending itself with regard to the actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorneys fees and shall also include the costs of any services rendered by the Landlord's attorney, and the actual expenses of Landlord's agents, employees or expert witnesses, and disbursements and liabilities assumed by Landlord in connection with such suits, actions or proceedings.

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

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

(b) Comprehensive commercial general liability insurance with minimum limits of Five Million Dollars (\$5,000,000) as the combined single limit for each occurrence of bodily injury, personal injury and property damage. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, independent contractor's liability; coverage for

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

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

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

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

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

18.7 Named Insureds: All policies, except for worker's compensation policies, shall name Landlord, its officers, boards, commissions, employees, and agents as additional insureds (herein referred to as the "Additional Insureds"). Each policy which is to be endorsed to add Additional Insureds hereunder, shall contain cross-liability wording, as follows:

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

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

18.9 Cancellation of Policies of Insurance: All insurance policies maintained pursuant to this Lease shall contain the following endorsement:

"At least sixty (60) days prior written notice shall be given to the City of Burleson by the insurer of any intention not to renew such policy or to cancel, replace or materially alter same, such notice to be given by registered mail."

19. CONDEMNATION.

19.1 In the event the Tower is taken by eminent domain, this Lease shall terminate as of the date title to the Premises vests in the condemning authority. In the event a portion of the Premises is taken by eminent domain, either party shall have the right to terminate this Lease as of the date of title transfer, by giving 30 days' written notice to the other party. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the award paid for the taking and Landlord shall receive full amount of the award. Tenant waives any right or claim to any portion of the award although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Premises, shall belong to Landlord, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant on account of damage to Tenant's business and any costs or expenses incurred by Tenant in moving or removing its equipment, personal property, Antenna Facilities, and leasehold improvements.

20. HAZARDOUS SUBSTANCE INDEMNIFICATION.

20.1 Tenant represents and warrants that its use of the Premises will not generate any hazardous substance, and Tenant will not dispose of or store on the Premises nor transport to or over the Premises any hazardous substance; except, that Tenant shall be allowed to store sealed batteries and use a diesel or propane generator on site for temporary generating of power in emergency situations. Tenant further agrees to hold Landlord harmless from, indemnify, and defend Indemnitees as defined in Section 18.1, against any claim resulting from the generation, release, disposal, storage, or transportation of a hazardous substance by Tenant, its agents, employees, or contractors, and any damage, loss, expense, or liability resulting from the generation, release, disposal, storage, or transportation of a hazardous substance, including all attorneys' fees, costs, and penalties incurred as a result of the generation, release, disposal, storage, or transportation of a hazardous substance by Tenant, its agents, employees, or contractors, on the Premises, except if caused by the negligence of Indemnitees.

20.2 "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.

20.3 NOTWITHSTANDING THE PROVISIONS OF PARAGRAPH 20.1, IT IS THE INTENT OF THE PARTIES THAT IF A CLAIM IS MADE IN ANY FORUM AGAINST INDEMNITEES CONCERNING THE GENERATION, RELEASE, DISPOSAL, STORAGE, OR TRANSPORTATION OF A HAZARDOUS SUBSTANCE ON THE PREMISES BY TENANT, ITS AGENTS, EMPLOYEES, OR CONTRACTORS, AND UPON RESOLUTION OF THE CLAIM:

(a) THERE IS NO FINDING BY A COURT OF COMPETENT JURISDICTION THAT INDEMNITEES WERE NEGLIGENT IN CONNECTION WITH THE GENERATION, RELEASE, DISPOSAL, STORAGE, OR TRANSPORTATION OF THE HAZARDOUS SUBSTANCE, TENANT SHALL HOLD INDEMNITEES HARMLESS AND INDEMNIFY THEM FOR ANY DAMAGE, LOSS, EXPENSE, OR LIABILITY RESULTING FROM THE CLAIM, INCLUDING ALL ATTORNEYS' FEES, COSTS, AND PENALTIES INCURRED; OR

(b) THERE IS A FINDING BY A COURT OF COMPETENT JURISDICTION THAT TENANT WAS NEGLIGENT TO A GREATER DEGREE THAN INDEMNITEES IN CONNECTION WITH THE GENERATION, RELEASE, DISPOSAL, STORAGE, OR TRANSPORTATION OF THE HAZARDOUS SUBSTANCE, TENANT SHALL HOLD INDEMNITEES HARMLESS AND INDEMNIFY THEM FOR ANY DAMAGE, LOSS, EXPENSE, OR LIABILITY RESULTING FROM THE CLAIM, INCLUDING ALL ATTORNEYS' FEES, COSTS, AND PENALTIES.

21. HOLDING OVER.

21.1 Any holding over after the expiration of the term, with the consent of the Landlord, shall be construed to be a tenancy from month to month at two times the amount of Rent being paid under the expired term and shall otherwise be on the conditions of this Lease, so far as applicable.

22. ACCEPTANCE OF PREMISES.

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

23. NOTICES.

23.1 All notices, requests, demands, and other communications pursuant to this Lease shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

If to Landlord, to: City Manager
City of Burleson
141 West Renfro
Burleson, TX 76028

If to Tenant, to: Southwestern Bell Wireless, Inc.
Attention: Real Estate Manager, Site #3930
P. O. Box 797246
Dallas, Texas 75379
(972) 774-4691
(972) 774-4704

With a copy to: Southwestern Bell Wireless, Inc.
Attention: Legal Department, Site #3930
15660 Dallas Parkway, Suite 1300
Dallas, Texas 75278

23.2 A party may change its address to which notices or demands may be given, by written notice to the other party.

24. ASSIGNMENT.

24.1 Except as to any entity controlling, controlled by, or in common control with Tenant, Tenant may not assign this Lease or sublet the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed.

24.2 Nothing in this Lease shall preclude Landlord from leasing other space for communications equipment to any person or entity including a party which may be in competition with Tenant. Lease of other space for communications equipment will be in accordance with Article 13 of this Lease.

25. SUCCESSORS AND ASSIGNS.

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

26. MISCELLANEOUS.

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

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

26.3 This Lease shall be construed in accordance with the laws of the State of Texas.


26.4 Should any action be brought for the enforcement of or arising out of the terms and conditions of this Lease, venue shall be in Johnson County, Texas.

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

THIS LEASE WAS EXECUTED AS OF THE DATE FIRST SET FORTH ABOVE.

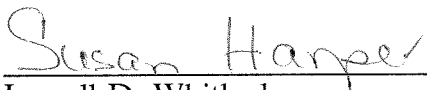
LANDLORD:
CITY OF BURLESON, TEXAS

ATTEST:


Mayor


City Secretary (Deputy)

TENANT:
SOUTHWESTERN BELL WIRELESS INC.

By: 
for Lowell D. Whitlock
Vice President, General Manager

Date: 7-25-97

*BURLESON CELL SITE
CENTER NO. 3930*

LEASE AREA LEGAL DESCRIPTION

Being a tract or parcel of land situated in the Hanson Alsbury Survey Abstract No. 31, City of Burleson, Tarrant County, Texas and being part of the second tract conveyed to the City of Burleson as recorded in Volume 3625, Page 636, Deed Records, Tarrant County, Texas, being more particularly described as follows:

COMMENCING at a 1/2" iron rod found for corner in the southwest line of Brushy Mound Road (50' right-of-way), being the southwesternmost corner of said tract conveyed to The City of Burleson;

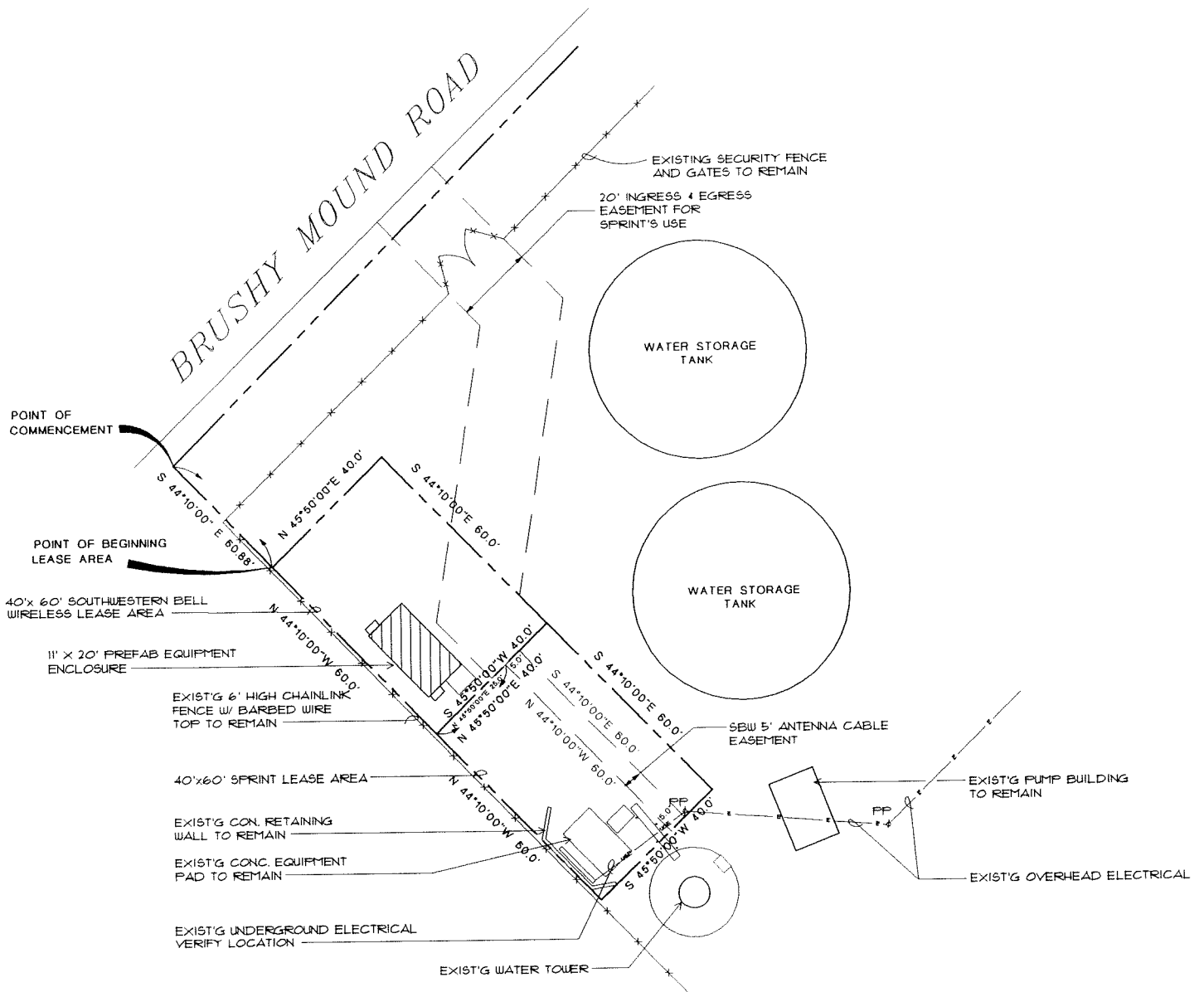
THENCE South 44°10'00"E a distance of 60.88 feet to a 1/2" iron rod set for corner and POINT OF BEGINNING;

THENCE North 45°50'00" East a distance of 40.00 feet to a 1/2" iron rod set for corner;

THENCE South 44°10'00" East a distance of 60.00 feet to a 1/2" iron rod set for corner;

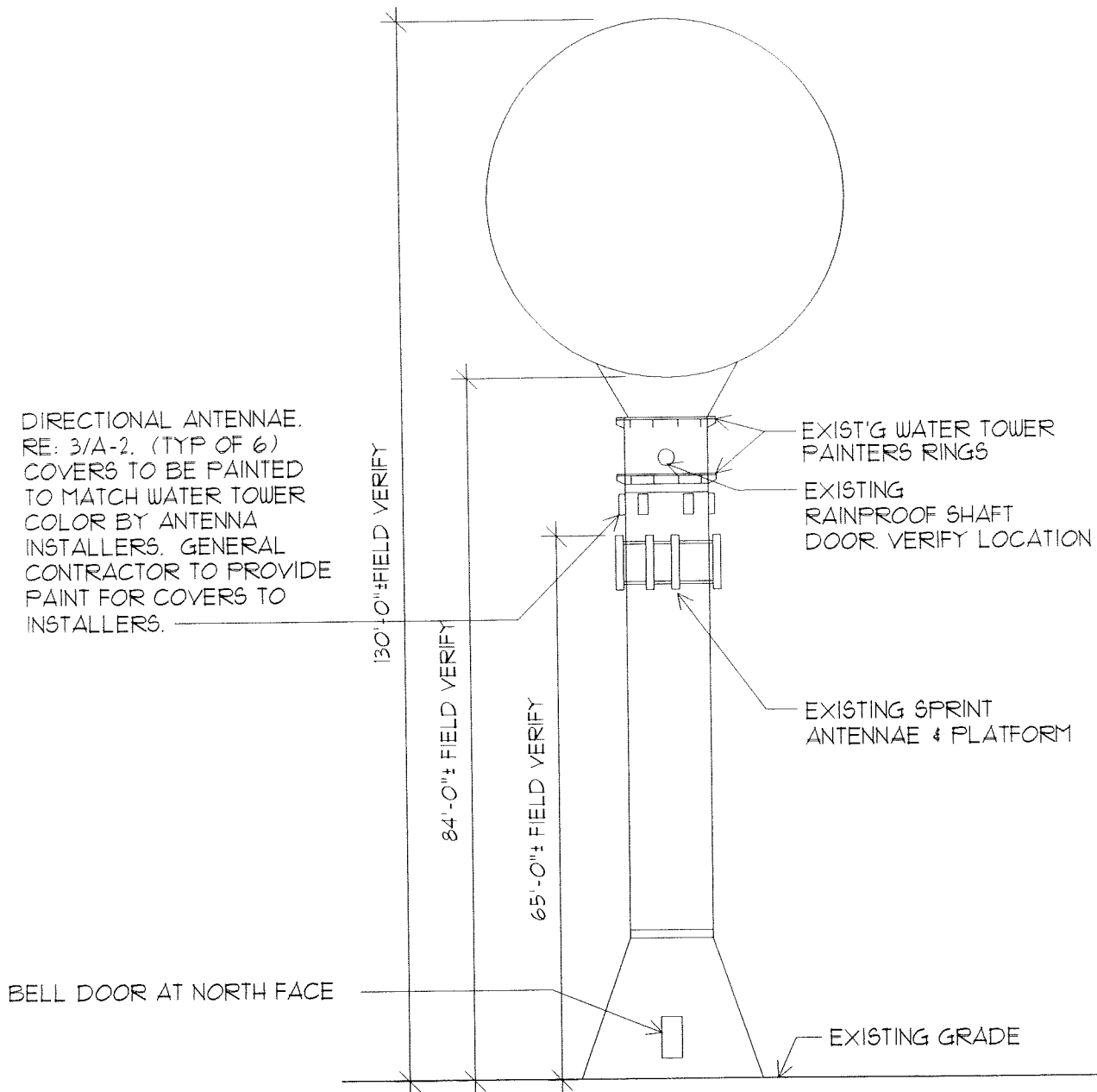
THENCE South 45°50'00" West a distance of 40.00 feet to a 1/2" iron rod set for corner in the west line of the aforementioned City of Burleson tract;

THENCE North 44°10'00" West a distance of 60.00 feet to the POINT OF BEGINNING and containing 2,400 square feet or 0.055 acre of land.



BURLESON CELL SITE
CENTER NO. 3930

Exhibit C



*BURLESON CELL SITE
CENTER NO. 3930*