

ORIGINAL

N. California/Rocky Mountain Market
Huntsville, UT-0067a

COMMUNICATIONS SITE LEASE AGREEMENT (GROUND)

This Lease Agreement ("Agreement") is entered into this 11th day of May, 1998, between Nextel West Corp., a Delaware Corporation d.b.a. Nextel Communications. ("Lessee"), and Frank Wessman Clawson and Ruth H. Clawson, as husband and wife ("Lessor").

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Premises.** Lessor is the owner of a parcel of land (the "Land") located in the City of Huntsville, County of Weber, State of Utah, commonly known as 676 North 7100 East Street, Huntsville, Utah. The Land is more particularly described in Exhibit A annexed hereto. Lessor hereby leases to Lessee and Lessee leases from Lessor, approximately Three Thousand (3000) square feet of the Land and all access and utility easements, if any, (the "Premises") as described in Exhibit B annexed hereto.

2. **Use.** The Premises may be used by Lessee for any activity in connection with the provision of communications services. Lessor agrees to cooperate with Lessee, at Lessee's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises.

3. **Tests and Construction.** Lessee shall have the right at any time following the full execution of this Agreement to enter upon the Land for the purpose of: making appropriate engineering and boundary surveys, inspections, soil test borings, other reasonably necessary tests and constructing the Lessee Facilities (as defined in Paragraph 7(a) below).

4. **Term.**

(a) The term of this Agreement shall be five (5) years commencing on Start of Construction or January 31, 1999, whichever first occurs ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date (the "Term") unless otherwise terminated as provided in Paragraph 11.

(b) Notwithstanding the foregoing, Lessor hereby grants to Lessee an option, (the "Initial Option") to postpone the Commencement Date for twelve (12) months. Lessee may postpone the Commencement Date for an additional twelve (12) months, (the "Additional Option") at any time prior to the end of the Initial Option.

(c) In order to exercise either the Initial Option or the Additional Option, Lessee shall notify Lessor in writing. Each Option shall be accompanied by a check in an amount equal to [REDACTED]

5. **Renewal.**

(a) Lessee shall have the right to extend this Agreement for five (5) additional five (5) year terms (the "Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein except that Rent shall be increased by multiplying the then applicable Rent by a fraction the numerator of which is the CPI in effect on the date of such adjustment, and the denominator of which is the CPI in effect on the prior adjustment date five years before. The CPI means the index now known as the United States Bureau of Labor Statistics, Consumer Price Index for Urban Wage Earners and Clerical Workers, all items United States or [REDACTED] of the rent paid over the preceding term, whichever is greater.

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

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

6. Rent.

(a) Within 15 days of the Commencement Date and on the first day of each month thereafter, Lessee shall pay to Lessor as rent [REDACTED] per month ("Rent"). A [REDACTED] late fee will be assessed for all Rent paid later than ten days following the first day of each month. Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to Lessor at 2712 San Juan Loop, Holloman AFB, NM 88330; Attention: Frank & Ruth Clawson.

7. Facilities; Utilities; Access.

(a) Lessee has the right to erect, maintain and operate on the Premises radio communications facilities, including without limitation an antenna tower or pole and foundation, utility lines, transmission lines, air conditioned equipment shelter(s), electronic equipment, radio transmitting and receiving antennas, supporting equipment and structures thereto ("Lessee Facilities"). In connection therewith, Lessee has the right to do all work necessary to prepare, maintain and alter the Premises for Lessee's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Title to the Lessee Facilities shall be held by Lessee. All of Lessee Facilities shall remain Lessee's personal property and are not fixtures. Lessee has the right to remove all Lessee Facilities at its sole expense on or before the expiration or earlier termination of the Agreement; provided, Lessee repairs any damage to the Premises caused by such removal. Upon termination of this Agreement, Lessee shall not be required to remove any foundation more than five (5) feet below grade level unless at the time of expiration or termination the Lessor has in place a specific plan for development or improvement of the Premises that would require the removal of the foundation to a lower level. In such case, Lessor shall deliver to Lessee a copy of certified engineering drawings which describe the depth to which the foundation must be removed to allow the proposed improvements. Lessee at its expense will then remove the foundation to the specified depth.

(b) Lessee shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Lessee shall have the right to draw electricity and other utilities from the existing utilities on the Land or obtain separate utility service from any utility company that will provide service to the Land (including a standby power generator for Lessee's exclusive use). Lessor agrees to sign such documents or easements as may be required by said utility companies to provide such service to the Premises, including the grant to Lessee or to the servicing utility company at no cost to the Lessee, of an easement in, over across or through the Land as required by such servicing utility company to provide utility services as provided herein. Any easement necessary for such power or other utilities will be at a location acceptable to Lessor and the servicing utility company.

(c) Lessee, Lessee's employees, agents, subcontractors, lenders and invitees shall have access to the Premises without notice to Lessor twenty-four (24) hours a day, seven (7) days a week, at no charge. Lessor grants to Lessee, and its agents, employees, contractors, guests and invitees, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across that portion of the Land described in Exhibit B.

8. Interference.

(a) Lessee shall operate the Lessee Facilities in a manner that will not cause interference to Lessor and other lessees or licensees of the Land, provided that their installations predate that of the Lessee Facilities. All operations by Lessee shall be in compliance with all Federal Communications Commission ("FCC") requirements.

(b) Subsequent to the installation of the Lessee Facilities, Lessor shall not permit itself, its lessees or licensees to install new equipment on the Land or property contiguous thereto owned or controlled by Lessor, if

such equipment is likely to cause interference with Lessee's operations. Such interference shall be deemed a material breach by Lessor. In the event interference occurs, Lessor agrees to take all reasonable steps necessary to eliminate such interference, in a reasonable time period.

9. **Taxes.** If personal property taxes are assessed, Lessee shall pay any portion of such taxes directly attributable to the Lessee Facilities. Lessor shall pay all real property taxes, assessments and deferred taxes on the Land.

10. **Waiver of Lessor's Lien.**

(a) Lessor waives any lien rights it may have concerning the Lessee Facilities which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time without Lessor's consent.

(b) Lessor acknowledges that Lessee has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Lessee Facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Lessor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

11. **Termination.** This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) days from receipt of notice; or (ii) by Lessee for any reason or for no reason, provided Lessee delivers written notice of early termination to Lessor no later than thirty (30) days prior to the Commencement Date; or (iii) by Lessee if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of Lessee Facilities; or (iv) by Lessee if Lessee is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (v) by Lessee if Lessee determines that the Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference. Lessee may not terminate this Agreement until Lessee Facilities, as defined in paragraph 7 (a), are removed from the Premises.

12. **Destruction or Condemnation.** If the Premises or Lessee Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Lessee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Lessor no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Lessee chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

13. **Insurance.** Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on the Lessee Facilities, bodily injury and property damage insurance with a combined single limit of at least [REDACTED] per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Premises, all as provided for herein. Lessor shall be named as an additional insured on Lessee's policy. Lessee shall provide to Lessor a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days of the Commencement Date.

14. **Waiver of Subrogation.** Lessor and Lessee release each other and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the Premises or to the Lessee Facilities thereon caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Lessor and Lessee shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in

connection with any damage covered by any policy. Neither Lessor nor Lessee shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by Paragraph 13.

15. **Assignment and Subletting.** Lessee may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of Lessor, provided, however, that Lessee may assign its interest to its parent company, any subsidiary or affiliate or to any successor-in-interest or entity acquiring [REDACTED] or more of its stock or assets, subject to any financing entity's interest, if any, in this Agreement as set forth in Paragraph 10 above. Lessor may assign this Agreement upon written notice to Lessee, subject to the assignee assuming all of Lessor's obligations herein, including but not limited to, those set forth in Paragraph 10 above, and Lessee may sublet or license all or any portion of the Premises to one or more entities for communications uses only, without Lessor's consent. In the event Lessee enters into a subletting or co-location agreement with another wireless carrier ("Co-Locator") for all of the Premises or a portion thereof for the installation of a wireless facility (including an equipment cabinet), the sum of Three Hundred Fifty Dollars (\$350.00) per month shall be paid to Lessor from all monetary proceeds that are actually received from the Co-Locator and are specifically attributable to such sublease of the Premises. Lessee shall pay such payment to Lessor within thirty (30) days of actual receipt of such proceeds from the Co-Locator. Further, in the event that Lessee subleases to a Co-Locator a portion of the tower structure only, and Lessor then leases a ground site to Co-Locator for the placement of its equipment cabinet, then Lessee shall retain all of the payments received from the Co-Locator and shall not be obligated to pay any portion thereof to Lessor attributable to the sub-lease. Lessor retains all payments for any land leased to wireless communication carriers, outside of Lessee's Premises. Each renewal term shall be on the same terms and conditions as set forth in Paragraph 5(a). Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

16. **Warranty of Title and Quiet Enjoyment.** Lessor warrants that: (i) Lessor owns the Land in fee simple and has rights of access thereto and the Land is free and clear of all liens, encumbrances and restrictions; (ii) Lessor has full right to make and perform this Agreement; and (iii) Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Premises. Lessor agrees to indemnify and hold harmless Lessee from any and all claims on Lessee's leasehold interest.

17. **Repairs.** Lessee shall not be required to make any repairs to the Premises or Land unless such repairs shall be necessitated by reason of the default or neglect of Lessee. Except as set forth in Paragraph 7(a) above, upon expiration or termination hereof, Lessee shall restore the Premises to the condition in which it existed upon execution hereof, reasonable wear and tear and loss by casualty or other causes beyond Lessee's control excepted.

18. **Hazardous Substances.** Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Lessor represents, warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (defined below) on, under, about or within the Land in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Lessor and Lessee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorney's fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Land is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Agreement.

19. Miscellaneous.

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(d) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Lessor: Frank Wessman Clawson and
Ruth H. Clawson
2712 San Juan Loop
Holloman AFB, NM 88330
Attn.: Frank & Ruth Clawson

Lessee: Nextel West Corp., a Delaware Corporation
d.b.a. Nextel Communications

4643 South Ulster Street, Ste 500
Denver, CO 80237
Attn.: Property Manager

With a copy to: Nextel Communications, Inc.
1505 Farm Credit Drive
McLean, Virginia 22102
Attn.: Legal Dept., Contracts Manager

Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

(e) This Agreement shall be governed by the laws of the State of Utah.

(f) Lessor acknowledges that a Memorandum of Agreement in the form annexed hereto as Exhibit C will be recorded by Lessee in the official records of the County where the Land is located. In the event the Land is encumbered by a mortgage or deed of trust, Lessor agrees to obtain and furnish to Lessee a non-disturbance and attornment instrument for each such mortgage or deed of trust.

(g) Lessee may obtain title insurance on its interest in the Land. Lessor shall cooperate by executing documentation required by the title insurance company.

(h) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

(i) All Riders and Exhibits annexed hereto form material parts of this Agreement.

(j) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LESSOR:
Frank Wessman Clawson and Ruth H. Clawson

LESSEE:
Nextel West Corp., a Delaware Corporation
d.b.a. Nextel Communications

Frank Wessman Clawson
By: Frank Wessman Clawson
Title: Owner
Date: 24 Apr 98
Tax ID # [REDACTED]

William C. Jarvis
By: William C. Jarvis
Title: Area President
Date: 5/11/98

Ruth H. Clawson
By: Ruth H. Clawson
Title: Owner
Date: 24 April 1998
Tax ID # [REDACTED]

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated May 11, 1998, by and between Frank Wessman Clawson and Ruth H. Clawson, as Lessor, and Nextel West Corp., a Delaware Corporation d.b.a. Nextel Communications, as Lessee.

The Land is described and/or depicted as follows (metes and bounds description):

PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE MERIDIAN, U.S. SURVEY; BEGINNING AT A POINT 150.7 FEET EAST ALONG THE QUARTER SECTION LINE FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE EAST ALONG SAID QUARTER SECTION LINE 1852.18 FEET, THENCE SOUTH 1004' EAST 597 FEET, THENCE SOUTH 88050' WEST 300 FEET, THENCE NORTH 1004' WEST 209 FEET, THENCE SOUTH 88056' WEST 568 FEET, THENCE SOUTH 1004' EAST 92.64 FEET, THENCE SOUTH 88051' WEST 640.2 FEET, THENCE NORTH 7039' WEST 150 FEET, THENCE SOUTH 88051' WEST 290.4 FEET TO THE EAST RIGHT-OF-WAY LINE OF ROAD, THENCE NORTH 7039' WEST 320.0 FEET TO THE POINT OF BEGINNING. CONTAINING 18.439 ACRES.

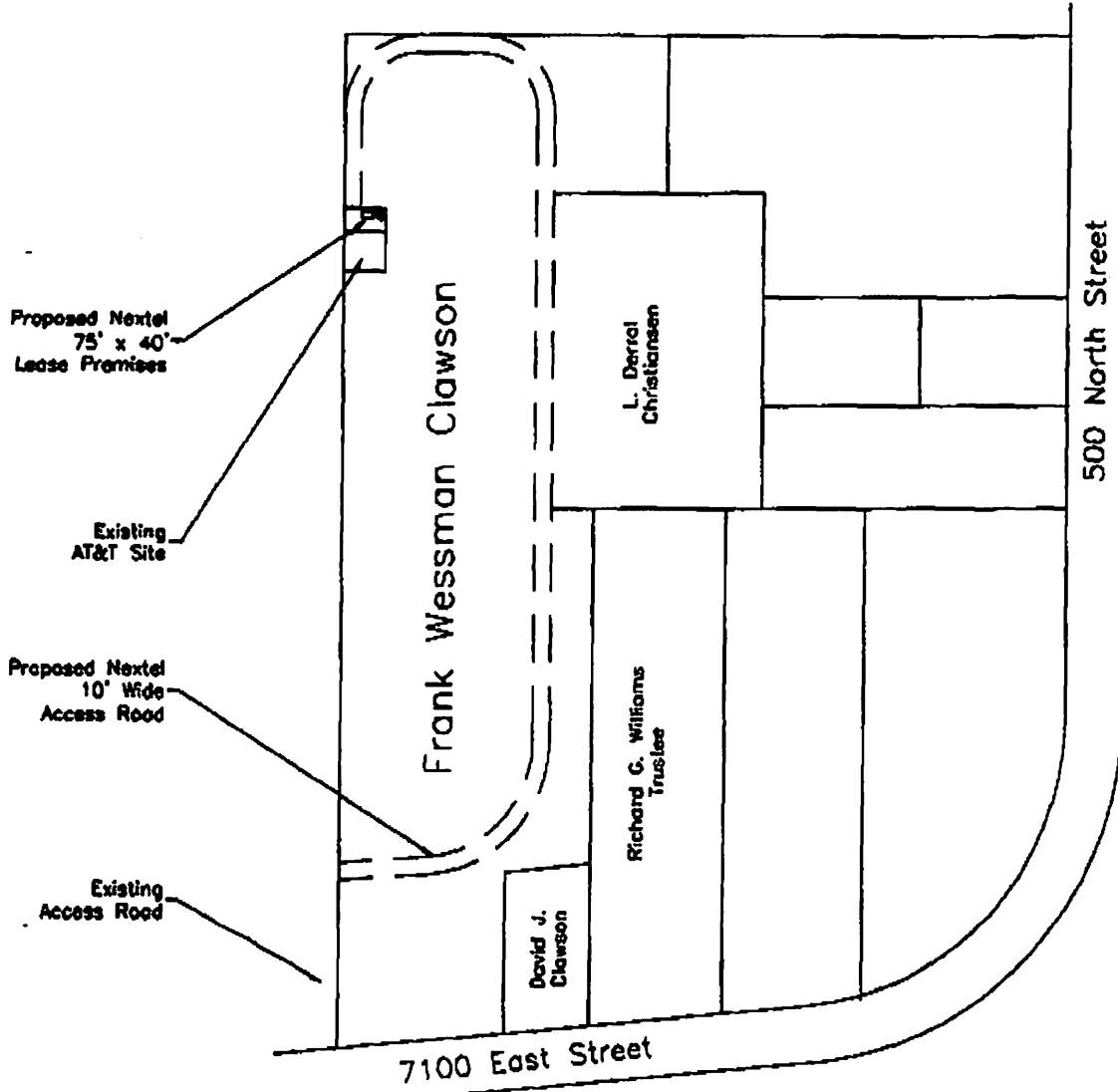
EXHIBIT B

DESCRIPTION OF PREMISES

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to the Agreement dated May 11, 1998, by and between Frank Wesson Clawson and Ruth H. Clawson, Nextel West Corp., d.b.a. Nextel Communications, as Lessee.

The Premises are described and/or depicted as follows:



HUNTSVILLE (UT-0067)		←
SITE A.P.N.: 21-008-129		N O R T H
OWNER: Frank Wesson Clawson and Ruth H. Clawson 676 North 7100 East Huntsville, Utah		

Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
2. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.

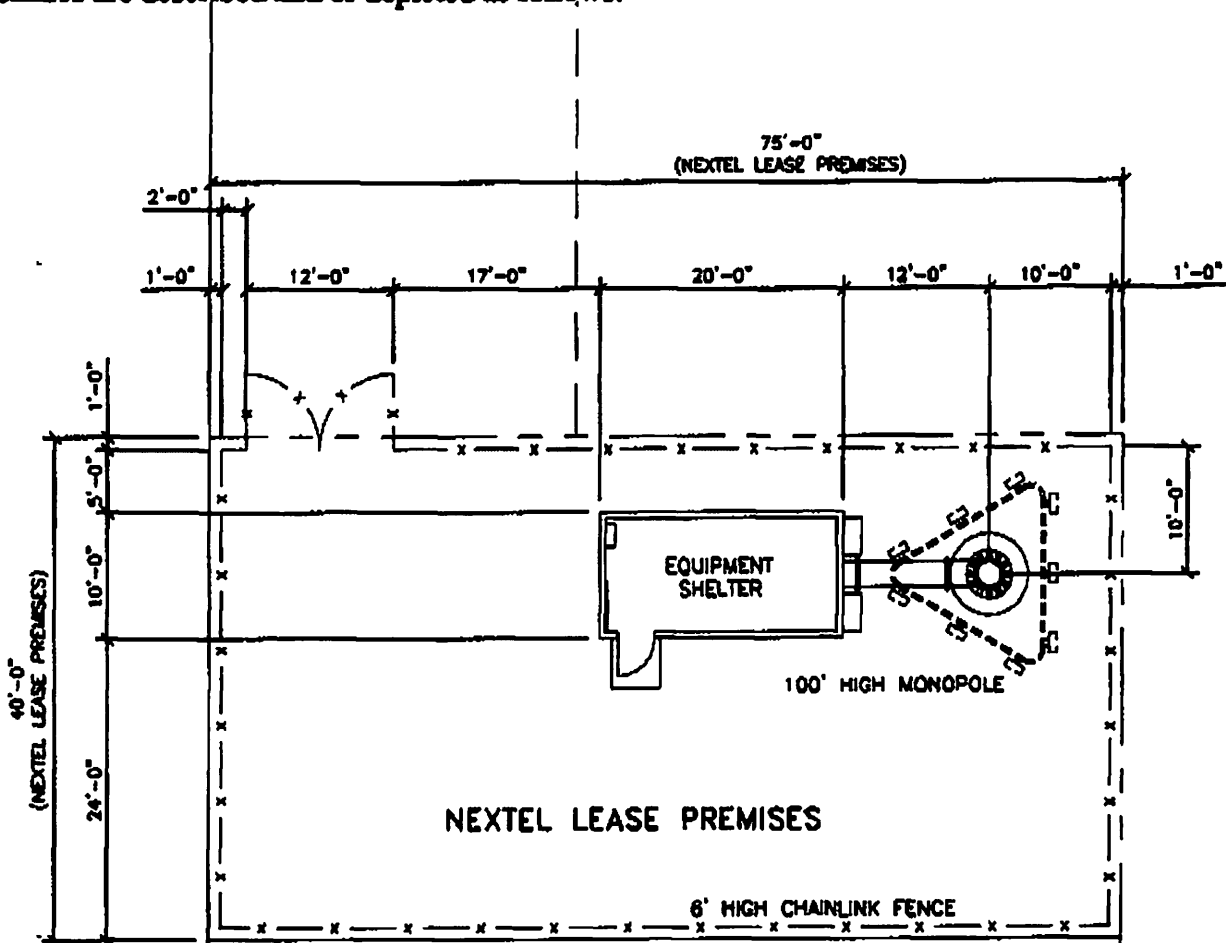
EXHIBIT B

DESCRIPTION OF PREMISES

Page 2 of 2

to the Agreement dated May 11, 1998, by and between Frank Wesson Clawson and Ruth H. Clawson, Nextel West Corp., d.b.a. Nextel Communications, as Lessee.

The Premises are described and/or depicted as follows:



HUNTSVILLE (UT-0067)		
SITE A.P.N.: 21-008-129		
OWNER: Frank Wesson Clawson and Ruth H. Clawson 676 North 7100 East Huntsville, Utah		
		IRON

- Notes:**
1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
 2. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
 3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
 4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.

EXHIBIT C

MEMORANDUM OF AGREEMENT

SA WJ

This Memorandum of Agreement is entered into on this 18th day of August, 1998, by and between Western PCS II Corporation, a Delaware corporation, with an office at 2001 North West Sainmanush Road, Ste 100, Issaquah, WA 98027, (hereinafter referred to as "Licensee") and Nextel West Corp., a Delaware corporation d/b/a Nextel Communications with an office at 4643 South Ulster Street, Ste 500, Denver, CO 80237 (hereinafter referred to as "Licensor").

1. Licensor and Licensee entered into an Antenna Site License Agreement ("Agreement") on the 11th day of March, 1998, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The term of the Agreement is for five (5) years commencing on June 8, 1998 and ending on June 7, 2003, with Five (5) successive five (5) year options to renew. If all options to renew are exercised, the term of this Agreement will expire Thirty (30) years after the Commencement Date (as defined in the Agreement).
3. The Land which is the subject of the Agreement is described in Exhibit A annexed hereto. That portion of the Land being leased to Licensee ("Premises") is described in Exhibit B annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

LICENSEE

Western PCS II Corporation

By: [Signature]
 Name: Eric Baker
 Title: Assistant Vice-President
 Date: 9/9/98

LICENSOR

Nextel West Corp., a Delaware corporation,
d/b/a Nextel Communications

By: [Signature]
 Name: WILLIAM JARVIS
 Title: AREA PRESIDENT
 Date: 10/5/98

STATE OF Washington

COUNTY OF King

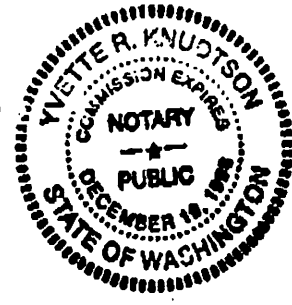
On Sept 9 1998 before me, Yvette Knudtson, Notary Public, personally appeared Eric Baker, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Yvette Knudtson
Notary Public

My commission expires: 12-19-98

(SEAL)



STATE OF Colorado

COUNTY OF Denver

On October 5, 1998 before me, Michael J. Kortendick, Notary Public, personally appeared William Jarvis, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Michael J. Kortendick
Notary Public

My commission expires: MY COMMISSION EXPIRES: April 4, 1999

