



Department of Energy

Bonneville Power Administration
P.O. Box 3621
Portland, Oregon 97208-3621

FREEDOM OF INFORMATION ACT/PRIVACY PROGRAM

April 3, 2017

In reply refer to: FOIA #BPA02017-00156-F

Adam Williams
Acebedo & Johnson, LLC
Puyallup Executive Park
1011 East Main, Suite 456
Puyallup, WA 98372
Adam.Williams@acebedojohnson.com

Dear Mr. Williams:

This communication responds to your Freedom of Information Act (FOIA) request BPA-2017-00156-F submitted to the Bonneville Power Administration (BPA) on November 3, 2016 and acknowledged on November 14, 2016.

Request

"...any easements, leases, or other agreements associated with ... an electrical tower identified as KTS BNGR Line 1, Mile 14, Tower 6 (WA 0193) and the cell tower identified as USID #61567 (AT&T – Site: Bangor). This tower rests on tax parcel #282601-3-027-2006 in Kitsap County, Washington...[and]...services Bangor Trident Base in Kitsap County, Washington...; specifically [requested is] a 'master lease' signed in or about 1996; a lease signed by BPA in or about 1997; a renewal signed in or about 2002; and any other documents associated with the tower."

Response

In response to your FOIA request BPA's Transmission Account Services and Real Property Services offices located the following responsive agency records:

1. Land Use Agreement; 09/07/2012; New Cingular Wireless PCS, LLC (AT&T); Bangor Site (WA0193); 38 pages
2. Aerial Photograph; Bangor Site (WA0193); 1 page
3. Contract No. 96MS-95361, 08/19/1996, Master Lease Agreement (Multiple Sites) executed by the US Department Of Energy acting by and through the BPA and GTE Mobilnet, Inc.; 47 pages
4. Amended Contract No.1, Contract No. 96MS-95361, Master Lease Agreement (Multiple Sites) executed by the US Department Of Energy acting by and through the BPA and GTE Wireless of The Pacific Inc.; 45 pages

5. Memorandum of Agreement executed by BPA and New Cingular Wireless PCS, LLC, 03/21/2010; (terminating three MLAs and the transfer of all FLAs to the new MLA; (Contracts No. 97TX-30017, 96MS-95361, 00TX-10369)); Lease Agreement No. 10TX-14723; 1 page
6. Lease Agreement No. 10TX-14723; Master Lease Agreement Executed by the U.S. Department of Energy acting by and through BPA and New Cingular Wireless PCS, LLC (AT&T); 17 Pages
7. Facilities Lease 970319, 12/16/1997, Bangor Site (WA0193), (Contract No. 96MS-95361) executed by the US Department Of Energy acting by and through the BPA and GTE Mobilnet, Inc.; 15 pages (“copy; no original available”)
8. Notice of Asset Transfer, 08/28/2001; Cingular Wireless File No. TM-Ditt2, Contract Number 96MS-95361; Transfer from GTE Wireless of The Pacific Inc. to Cingular Wireless PCS, LLC (AT&T); 2 pages

Exemption Four

Responding here briefly to your law firm’s letter of March 15, 2017, BPA has been actively processing your FOIA request since it was received. In accord with 5 USC Sec. 552 (b)(4), Exemption Four to the FOIA, the responsive agency records described above were submitted to the third party information providers for their objections to a release of their proprietary information contained therein. The third party information providers were given thirty days to submit written objections. The third party information providers failed to submit written objections within that period.

Release and Certification

BPA is herein releasing the responsive agency records, with the respectively identified page count numbers, enumerated above, with no redactions. Pursuant to 10 C.F.R. § 1004.7(b)(2), I am the individual responsible for the information and determinations described herein.

FOIA Fee

There are no fees associated with your FOIA request.

FOIA Appeal

This decision, as well as the adequacy of the search, may be appealed within 90 calendar days from your receipt of this letter pursuant to 10 C.F.R. § 1004.8. Appeals should be addressed to:

Director, Office of Hearings and Appeals,
HG-1, L’Enfant Plaza
U.S. Department of Energy
1000 Independence Avenue, S.W.
Washington, D.C. 20585-1615

The written appeal, including the envelope, must clearly indicate that a FOIA appeal is being made. You may also submit your appeal to OHA.filings@hq.doe.gov, including the phrase "Freedom of Information Appeal" in the subject line. The appeal must contain all of the elements required by 10 C.F.R. § 1004.8, including a copy of the determination letter. Thereafter, judicial review will be available to you in the Federal District Court either: 1) in the district where you reside; 2) where you have your principal place of business; 3) where DOE's records are situated; or 4) in the District of Columbia.

You may contact BPA's FOIA Public Liaison, Sarah Westenberg, at the address on this letter header for any further assistance and to discuss any aspect of your request. Additionally, you may contact the Office of Government Information Services (OGIS) at the National Archives and Records Administration to inquire about the FOIA mediation services they offer. The contact information for OGIS is as follows:

Office of Government Information Services
National Archives and Records Administration
8601 Adelphi Road-OGIS
College Park, Maryland 20740-6001
E-mail: ogis@nara.gov
Phone: 202-741-5770; Toll free: 1-877-684-6448; Fax: 202-741-5769

Questions about this communication may be directed to James King (CorSource Technology Group, Inc.), assigned to the BPA FOIA office, at jjking@bpa.gov and 503.230.7621.

Sincerely,



C. M. Frost
Freedom of Information/Privacy Act Officer

AUTHENTICATED

MASTER LEASE AGREEMENT
executed by the
UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
acting by and through the
BONNEVILLE POWER ADMINISTRATION
and
NEW CINGULAR WIRELESS PCS, LLC

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THIS MASTER LEASE is between the United States of America, Department of Energy, acting by and through the Bonneville Power Administration (BPA), and NEW CINGULAR WIRELESS PCS, LLC (Customer). Bonneville and Customer may be collectively referred to as "Parties" and individually as "Party."

1. DEFINITIONS

The terms below have the following meanings when used in this Wireless Lease:

- (a) "Antenna Facilities" means Customer-owned antennas, cables, equipment cabinets, and all related ground equipment and facilities, which may include utility lines, telephone lines, fencing, concrete pads, and emergency backup generators, to be determined in the applicable Facility Lease.
- (b) "Electric Facilities" means any equipment at a Site owned by BPA and used by BPA to provide electric service to its customers.
- (c) "Facility Lease" means an agreement of the Parties for the lease of a particular Site to provide for the installation and use of Antenna Facilities on the Site.
- (d) "Site" means the property leased to Customer under any Facility Lease.
- (e) "Upgrades" means any addition to Antenna Facilities or to a BPA tower or other structure on a Site, replacement of all or a portion of Antenna Facilities, or the construction of new structures on a Site, that is reasonably necessary to accommodate Antenna Facilities or for the protection, operation, or maintenance of BPA's transmission system or related facilities.

2. LEASE DESCRIPTION

- (a) **Master Lease**
This Master Lease, together with the Facility Lease for each Site, contains the terms and conditions under which BPA will lease each Site to Customer. The purpose of this Master Lease and each Facility Lease is for BPA to lease Sites to Customer on which the Parties will install Antenna Facilities for Customer's use in providing telecommunication services. BPA will independently evaluate each application Customer makes to lease a given Site, and the execution of this Master Lease does not obligate BPA to lease any Site to Customer.
- (b) **Facility Lease**
For each Site that Customer leases from BPA, the Parties shall execute a separate Facility Lease, which shall govern in case of a conflict between the Facility Lease and this Master Lease.

3. **TERM**

(a) **Master Lease**

This Master Lease shall be effective on the date it has been executed by both Parties and shall expire at midnight on the latest expiration date of any Facility Lease. At the expiration or termination of this Master Lease, any obligations incurred but not satisfied hereunder shall remain in effect until satisfied.

(b) **Facility Lease**

Unless otherwise provided in a Facility Lease, the initial term of each Facility Lease shall be five years.

(c) **Automatic Renewals**

Upon expiration, each Facility Lease shall be automatically renewed for another five-year term, unless Customer notifies BPA in writing no later than 60 days before the expiration of the Facility Lease that it does not intend to renew such lease. At the end of the renewal term, if any, the Facility Lease shall be automatically renewed for a third five-year term, and at the end of that term for a fourth five-year term, unless Customer notifies BPA in writing no later than 60 days before the end of a term that it does not intend to renew such lease.

(d) **Fees for Automatic Renewal Terms**

The annual fee shall increase by 20 percent at the beginning of each automatic renewal term. All fees shall be rounded to the nearest dollar.

(e) **Additional Renewals**

All additional renewals shall be by agreement between BPA and Customer.

4. **EXHIBITS**

Exhibit A is hereby incorporated into and made a part of this Master Lease.

5. **AMENDMENTS**

Any amendment to this Master Lease or any Facility Lease shall be effective only upon written agreement of the Parties.

6. **CONSTRUCTION OF ANTENNA FACILITIES AND UPGRADES**

(a) **Installation and Upgrade of Antenna Facilities**

At its expense, Customer shall construct and install all Antenna Facilities, including Upgrades, except for Antenna Facilities located on a BPA tower, which BPA shall construct and install at Customer's expense. Before beginning any installation or Upgrade of the Antenna Facilities, Customer shall submit to BPA, at the address listed in Exhibit A, a completed, dated, and signed application on a form provided by BPA, stating Customer's plans for installation or Upgrade of the Antenna Facilities. BPA shall perform structural analysis to determine the ability of BPA's transmission structures to withstand the additional loadings caused by the installation or Upgrade,

including but not limited to wireless antennas, coaxial cables, tower mounting systems, and any other equipment required to safely install the facilities on the BPA structures. If BPA determines that its transmission structures cannot withstand the additional loadings, it will so inform Customer and Customer may not install the Antenna Facilities or Upgrade. If BPA determines that the transmission structures can withstand the additional loadings, BPA may require additions to or modification of the plans. Customer may begin the installation or Upgrade only upon BPA's written approval of the plans. Once Antenna Facilities are installed, Customer may not relocate the Antenna Facilities or any portion thereof anywhere on the Site without written approval from BPA.

(b) **Update to Application for Shared Use**

If any information included in any application Customer has provided to BPA becomes incorrect, Customer shall provide BPA, in writing, updates to such information within 45 days after the information has become incorrect.

(c) **Cathodic Protection**

At its expense, Customer shall construct and install on each Site a cathodic protection system that meets criteria for the elements and installation of such system established by BPA for such Site. BPA will periodically inspect the cathodic protection system. If at any time BPA determines that the cathodic protection system no longer meets such criteria or does not adequately protect the Antenna Facilities and tower or other structure, BPA shall so inform Customer in writing. Within 30 days of receiving the notice, Customer shall repair or replace the cathodic protection system as necessary so that it meets such criteria and adequately protects the Antenna Facilities and tower or other structure.

(d) **Performance of Work**

Customer shall perform all work in a good and workmanlike manner and in accordance with applicable laws, ordinances, and BPA's safety regulations and policies. Customer shall ensure that such work does not adversely affect the structural integrity, maintenance, operations, or use of the Electric Facilities and does not interfere with or adversely affect any other use of the Site or access thereto.

(e) **Antenna Facilities as Personal Property**

The Antenna Facilities shall be deemed Customer's personal property for purposes of this Wireless Lease and each Facility Lease, regardless of whether any portion thereof is deemed real or personal property under applicable law.

(f) **Utility Service**

Unless otherwise specified in a Facility Lease, Customer shall arrange for the installation of electric and telephone utility service at each Site and shall pay for such utility services.

7. REGULATORY COMPLIANCE AND PROPERTY RIGHTS

(a) **Regulatory Compliance**

Customer shall comply with all Federal Communications Commission (FCC) requirements. BPA shall mark towers at each site if required under regulations of the Federal Aviation Administration. If the marking is required because of the Antenna Facilities it shall be at Customer's expense.

(b) **Governmental and Zoning Approvals and Property Rights**

At its expense, Customer shall (i) obtain and comply with all governmental permits, licenses, and zoning approvals required for use of each Site and of all Antenna Facilities; and (ii) obtain and maintain at all times during the term of this Master Lease all rights to property owned by third parties, if any, necessary for Customer to perform its obligations under this Master Lease or any Facility Lease. Customer shall provide Bonneville with written evidence of such rights within 30 days of executing each Facility Lease.

(c) **No Property Right in Electric Facilities**

Neither the Master Lease nor any Facility Lease shall confer upon Customer any right, title, estate, interest, ownership, or possessory interest in the Electric Facilities.

8. MAINTENANCE AND INSPECTIONS

(a) **Customer's Maintenance Obligation**

At its expense, Customer shall at all times maintain in good working order and in a safe condition, and repair in the event of damage from vandalism or any other cause, all portions of the Antenna Facilities not attached to a BPA tower or other structure. Customer shall keep clean and cleared of brush and debris all areas on which all Antenna Facilities not so attached are placed and all areas within six feet of all such Antenna Facilities. If Customer has enclosed any portion of the Antenna Facilities with a fence or other enclosure, Customer shall keep clean and cleared of brush and debris the area within the fence or other enclosure and all areas within six feet thereof. Customer shall comply with BPA's Transmission System vegetation management program and shall maintain all landscaping and plantings that Customer installs. Customer shall not apply any chemicals to the Site without written approval of BPA.

(b) **BPA's Maintenance Obligation**

If BPA discovers that any portion of the Antenna Facilities that is attached to a BPA transmission tower or other structure is in need of maintenance or repair, or if Customer informs BPA that any such portion of the Antenna Facilities is in need of maintenance or repair, BPA shall maintain or repair such portion. BPA shall have no obligation to inspect the Antenna Facilities to determine whether they are in need of maintenance or repair. In all cases of BPA maintenance or repair, BPA shall bear the cost of labor and Customer shall bear the cost of materials.

- (c) **BPA Inspection**
BPA has the right to inspect the Antenna Facilities at any time.

9. CUSTOMER ACCESS TO SITES

- (a) **Entry onto Site**
Except as provided in section 14(b), Customer has the right to enter a Site to exercise its rights and responsibilities under this Master Lease or any Facility Lease upon giving BPA 24 hours written notice that it intends to enter a Site and specifying the date and time of such entry; except that Bonneville has the right to require that Customer be accompanied, at Customer's expense, by a BPA employee or BPA-certified safety watcher. BPA has the right to deny Customer permission to enter if (i) BPA is unable to arrange for a BPA employee or BPA-certified safety watcher to accompany Customer, or (ii) in BPA's sole determination, entry by Customer at such date and time will interfere with BPA's use of its property or right-of-way for its own communications needs or for the operation or maintenance of the Electric Facilities. In case of emergency, Customer may enter a site on less than 24 hours notice if Customer contacts BPA and BPA authorizes entry.
- (b) **Prohibition on Climbing Transmission Towers**
No employees, contractors, or other agents or representatives of Customer have the right to climb a BPA transmission tower under any circumstances. Customer has the right to climb other BPA structures if Customer has written approval of BPA and if a BPA-certified safety watcher is present.

10. BILLING AND PAYMENT

- (a) **Annual Fees and Decommissioning Fee**
For each Site, Customer shall pay to BPA the annual fees and decommissioning fee specified in the applicable Facility Lease. Customer shall make all payments through electronic transfer to BPA using procedures established by BPA. Customer shall include in the description field for each transfer the BPA contract number for the Facility Lease, the invoice number, and the site number each Party has assigned to the Site for internal tracking purposes.
- (b) **Costs for Design, Construction, Installation, and Upgrades of Antenna Facilities**
Costs and payment schedule for design, construction, installation, and Upgrades of Antenna Facilities shall be provided for in reimbursable agreement(s) between BPA and Customer.

(c) **Late Payments**

In the case of any late payment, a late payment charge, equal to the higher of:

- (1) the Prime Rate (as reported in the Wall Street Journal or successor publication, in the first issue published during the month in which payment was due), plus 4 percent, divided by 365; or
- (2) the Prime Rate times 1.5, divided by 365;

shall be applied each day to any unpaid balance.

(d) **Disputed Bills**

- (1) If Customer disputes any portion of a fee, Customer shall note the amount in dispute on the invoice and return a copy of the invoice to BPA. Customer shall pay the entire fee by the date specified on the invoice. Unpaid amounts (including both disputed and undisputed amounts) are subject to the late payment charge provided above. Notice of a disputed charge on a bill does not constitute BPA's agreement that a valid claim under contract law has been stated.
- (2) If the Parties agree, or if it is determined after dispute resolution, that Customer is entitled to a refund of any portion of the disputed amount, then BPA shall make such refund with simple interest computed from the date of receipt of the disputed payment to the date the refund is made. The daily interest rate shall equal the Prime Rate (as reported in the Wall Street Journal or successor publication in the first issue published during the month in which payment was due) divided by 365.

11. RADIO FREQUENCY SAFETY AND INTERFERENCE

(a) **Power System Operations**

Customer recognizes and acknowledges that one or more Sites may be adjacent to high-voltage Electric Facilities. BPA shall not be liable to Customer for any interference with Customer's use of the Site because of BPA's operation and use of, or access to, the Electric Facilities in the course of providing electric service, including activities related to electric outages and emergencies.

(b) **Worker Exposure to Radio Frequency Fields**

Customer shall immediately cease all transmission from the Antenna Facilities at a Site when requested by BPA for the safety of BPA's employees or contractors, and shall not resume transmission until notified by BPA that it can do so. BPA shall not be liable to Customer for, or in breach of this Wireless Lease or any Facility Lease as a result of, any losses Customer suffers because it has ceased transmission. Except in emergencies, BPA shall

use best efforts to provide Customer 24 hours advance notice of the need to cease transmission.

(c) **Interference with BPA's Use of Site**

Customer shall not engage in any activity on or about a Site or use a Site in any way that materially interferes with access to or use of the Site by BPA or with the Electric Facilities. Customer shall comply with all BPA requirements as they relate to security, safety, and reliability. Upon notification by BPA that Customer's activity on or use of the Site, including transmission from the Antenna Facilities, is interfering with BPA's use of or access to the Site or with the Electric Facilities, Customer shall immediately cease such activity. If BPA determines, in its sole discretion, that the interference cannot be eliminated, the Facility Lease for that Site shall terminate in accordance with section 13.

(d) **Physical or Radio Frequency Interference by BPA and Others**

After the execution date of any Facility Lease, BPA shall not permit a third party to install on BPA property any equipment that causes or will cause material interference with the operation of the Antenna Facilities installed or to be installed under such Facility Lease.

(e) **Radio Frequency Interference after Initial Installation of Customer's Antenna Facilities**

The Parties shall follow the following procedures if, after the Parties have completed construction and installation of the Antenna Facilities, the facilities of one Party cause radio frequency interference with the telecommunications of the other Party:

- (1) The Party whose facilities are causing the interference shall eliminate the interference to the other Party's reasonable satisfaction within 24 hours of receipt of written notice of such interference by the other Party.
- (2) If the first Party fails to eliminate interference with the other Party's telecommunications within 24 hours of receipt of written notice, and the other Party determines, in its sole discretion, that the interference cannot be corrected, the first Party shall cease transmission immediately. The other Party has the right to terminate the Facility Lease for the Site in accordance with section 13.
- (3) These procedures shall also apply if Customer's facilities cause interference with the telecommunications of a third party that has executed a Master Lease and one or more facility leases with BPA.

12. ENVIRONMENTAL COMPLIANCE AND HAZARDOUS SUBSTANCES

(a) **Compliance with Environmental Regulations**

BPA and Customer shall conduct their activities on each Site in compliance with all applicable local, state, and Federal statutes, regulations, and

ordinances pertaining to the environment and to cultural and natural resources. Before the Parties execute a Facility Lease for any Site, Customer shall provide BPA in a timely manner all documents BPA has requested in order for BPA to perform an environmental and cultural review of the Site. If, in order to perform its environmental and cultural review, BPA obtains documents or other information from a source other than Customer, Customer shall pay BPA's costs of obtaining such documents or other information. If BPA determines that environmental mitigation measures are necessary because of Customer's intended use of the Site, BPA shall undertake such measures at Customer's expense.

(b) **Prohibition of Hazardous Substances**

Customer shall not bring, store, or use Hazardous Substances at or on the Sites without prior written approval of BPA. If BPA provides such approval, Customer shall handle, store, use, and dispose of such Hazardous Substances in compliance with applicable laws, regulations, and ordinances. Customer shall notify BPA immediately of any release of Hazardous Substances that is required to be reported to any governmental body under any environmental law or regulation. In the event of any release of Hazardous Substances, Customer shall take immediate action to mitigate contamination caused by such release and to prevent the further release of Hazardous Substances.

(c) **Definition of Hazardous Substances**

Hazardous Substance(s) means all materials that are (1) a hazardous waste as defined by the Resource Conservation and Recovery Act; (2) a hazardous substance as defined in the Comprehensive Environmental Response, Compensation, and Liability Act; (3) a substance regulated by the Toxic Substances Control Act or the Federal Insecticide, Fungicide, and Rodenticide Act; or (4) a hazardous chemical under the Emergency Planning and Community Right-To-Know Act.

(d) **Indemnification for Hazardous Substances**

Customer and BPA shall indemnify and hold the other Party harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses arising from or due to the existence or discovery of any Hazardous Substance at or on a Site if the first Party or its agent, contractor, employees, or invitees brought the Hazardous Substance to the Site. This indemnity shall include, without limitation, any and all costs due to Hazardous Substances that, because of Customer's or BPA's activity, flow, diffuse, migrate, or percolate into, onto, or under the Site, or from the Site to neighboring property or groundwater, and costs incurred in connection with any investigation of Site conditions or any cleanup, remediation, removal, or restoration work required by any governmental authority.

(e) **Expiration of Lease**

The provisions of this section shall survive the expiration or termination of this Master Lease and any Facility Lease.

13. TERMINATION

(a) **Termination of Facility Lease**

A Facility Lease may be terminated only as follows:

- (1) by BPA under section 11(c) or 19(c); or
- (2) by either Party under section 11(e).

(b) **Refund of Charges**

In the event of termination of a Facility Lease under this section, other than a termination because of a breach by Customer, BPA shall refund to Customer any prepaid charges, prorated as of the termination date.

14. DECOMMISSIONING

(a) **Removal of Antenna Facilities and Restoration of Site**

Within 60 days after termination of a Facility Lease or expiration of such lease without further renewal, Customer shall remove from the Site all portions of the Antenna Facilities that are not attached to a BPA tower or other structure (except as directed by BPA to leave any portion of the Antenna Facilities because, in BPA's sole judgment, removal would damage the Site) and shall restore the Site to the condition it was in before execution of the Facility Lease. Customer shall be considered to have fulfilled its responsibility to restore the Site only after BPA certifies in writing that the Site has been restored to its prior condition. If BPA reasonably determines that the Site has not been fully restored, BPA shall notify Customer of the work that must be done to fully restore the Site and Customer shall perform such work within 30 days of such notice.

(b) **Customer's Entry onto Site for Decommissioning**

Customer shall provide BPA seven days' written notice stating the date and time it intends to enter the Site for removal of Antenna Facilities or restoration of the Site. If BPA is unable to have a BPA employee or BPA-certified safety watcher present at the Site at such date and time, BPA has the right to require Customer to remove the Antenna Facilities or perform restoration of the Site at another date and time at which BPA can have a BPA employee or BPA-certified safety watcher present.

(c) **Removal of Facilities Attached to BPA Structures**

At any time of its choosing after termination of a Facility Lease or expiration without further renewal, BPA may remove and dispose of all portions of the Antenna Facilities attached to a tower or other BPA structure at customer expense.

(d) **Removal of Antenna Facilities if Customer Fails To Do So**

If, within 60 days after the termination of a Facility Lease or expiration without further renewal, Customer fails to remove any portion of the Antenna Facilities not attached to a BPA tower or other structure, BPA has

the right to remove and dispose of all such Antenna Facilities at Customer's expense, and will have no liability to Customer for such removal.

15. TAXES AND FEES

(a) **Customer Taxes**

Customer shall pay all fees, licenses, and taxes, including but not limited to all personal property taxes assessed on, or any portion thereof attributable to, the Antenna Facilities and Customer's construction, operation, and maintenance thereof.

(b) **Liens and Encumbrances**

Customer shall keep all Antenna Facilities free from any liens and encumbrances arising from its performance of this Master Lease or any Facility Lease. BPA shall have the right, but not the obligation, to pay all amounts due and discharge any such lien or encumbrance upon 30 days' written notice to Customer. If BPA causes such liens or encumbrances to be discharged, upon demand Customer shall reimburse BPA for all amounts paid together with interest at the rate stated in section 10(c) for interest on late payments, accruing from the date that BPA makes payment discharging such liens or encumbrances until the date BPA receives reimbursement from Customer.

16. INSURANCE

(a) **General**

At all times during the term of this Master Lease, Customer, at its expense, shall provide and maintain the insurance specified by this section. Unless Customer elects to self-insure, it shall obtain all insurance policies from companies that hold a current policyholders' alphabetic and financial size category rating of not less than A:X according to *Best's Insurance Reports*.

(b) **Evidence Required**

On the effective date of this Master Lease, unless Customer elects to self-insure Customer shall provide BPA with a certificate of insurance, including copies of all required endorsements, executed by an authorized representative of the insurer(s) evidencing that Customer's insurance complies with this section. If Customer is self-insured, Customer shall provide documentation to BPA describing the coverage and the limits included in the self-insurance program and a statement that Customer's self-insurance program complies with this section.

(c) **Notice of Cancellation, Reduction, or Material Change in Coverage**

Customer shall ensure that all insurance policies are endorsed to provide BPA with 30 days' written notice of any cancellation, reduction, or material change in coverage. If insurance coverage is due to be canceled, reduced, or materially changed, no later than 30 days before the effective date of such cancellation, reduction, or material change Customer shall obtain from another company that satisfies the requirements of section 16(a) the coverage required under

this section and shall provide to BPA documentation evidencing such coverage. To the extent not caused by BPA's negligence or willful misconduct, Customer shall be responsible for the costs of any damage, liability, or injury occurring during such cancellation, reduction, or material change in insurance coverage which is not otherwise covered by insurance.

(d) **Insurance Required**

(1) **Liability**

Commercial general liability insurance for bodily injury (including death) and property damage with limits of not less than \$5 million per occurrence and in the aggregate.

(A) **Coverage included shall be:**

- (i) Sites and operations;
- (ii) broad form property damage;
- (iii) products and completed operations;
- (iv) blanket contractual liability;
- (v) personal injury liability;
- (vi) cross-liability and severability of interests; and
- (vii) independent contractors liability.

(B) **Coverage shall be endorsed to include the following:**

- (i) inclusion of Customer, its officers, representatives, agents, and employees as additional insureds as respects services or operations in connection with this Master Lease; and
- (ii) stipulation that the insurance is primary insurance with respect to Customer's sole negligence only and that no insurance or self-insurance of BPA will be called upon to contribute to a loss.

(2) **Business Automobile Liability Insurance**

Business Automobile Liability Insurance for bodily injury (including death) and property damage with limits of not less than \$2 million combined single limit per occurrence to all owned, non-owned, and hired vehicles.

(3) **Workers' Compensation/Employer's Liability Insurance**

Statutory Workers' Compensation and Employer's Liability Insurance of not less than \$1 million per occurrence for all employees engaged in services or operations under this Master Lease. The policy shall include broad form all-States/other States coverage.

(e) **No Limitation of Liability**

The foregoing insurance requirements are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by

Customer pursuant to this Master Lease, including, but not limited to, the provisions concerning indemnification.

17. QUIET ENJOYMENT, TITLE, AND AUTHORITY

(a) **BPA Covenants and Warranties**

BPA covenants and warrants that: (1) it has full right, power, and authority to execute this Master Lease and each Facility Lease and has the power to grant all rights hereunder and thereunder; (2) it has either a fee, easement, or leasehold interest in the Site, and (3) its execution and performance of this Master Lease and each Facility Lease will not violate any laws, ordinances or covenants, or the provisions of any easement, mortgage, lease, or other agreement or interest binding on BPA.

(b) **Customer Covenants and Warranties**

Customer covenants and warrants that it has full right, power, and authority to execute this Master Lease and each Facility Lease and that the execution and performance thereof will not violate any laws, ordinances, or covenants, or the provisions of any agreement binding on Customer.

18. ASSIGNMENT AND SUBLEASING

(a) **Prohibition of Certain Assignments by Customer**

Customer has the right to assign this Masters Lease or any Facility Lease, or any of its rights with respect thereto, only upon written consent of BPA, which shall not be unreasonably withheld, except that Customer may assign this Master Lease and any Facility Lease without consent of BPA to any parent, subsidiary, or affiliate of Customer or to any entity that is merged or consolidated with Customer or that purchases a majority or controlling interest in the ownership or assets of Customer, or controls, is controlled by or is under common control with Customer, provided that such entity assumes in writing without limitation this Master Lease and each applicable Facility Lease and provides evidence of such assumption in writing to BPA.

(b) **Assignment for Purposes of Security Interest**

Notwithstanding paragraph (a) of this section, Customer may, upon written notice to BPA, mortgage or grant a security interest in this Master Lease or any Facility Lease or any Antenna Facilities and may collaterally assign this Master Lease or any Facility Lease to any mortgagees or holders of security interests, including their successors or assigns (hereinafter collectively referred to as "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Master Lease. BPA agrees to notify Mortgagees of any breach by Customer and to give Mortgagees the same right to cure any breach as Customer. The cure period for any Mortgagee shall not be less than 30 days after receipt of the notice provided under section 19(b) of this Master Lease.

- (c) **Assignment by BPA**
BPA may assign this Master Lease, any Facility Lease, or its rights to any Site without the consent of Customer.

19. **BANKRUPTCY, RIGHT TO CURE, AND NONPAYMENT**

- (a) **Customer's Bankruptcy**
Customer shall be in breach of the Master Lease if Customer files a petition for bankruptcy under United States Bankruptcy Code. In such event Customer shall notify BPA under Bankruptcy Code 11 USCS §§ 102(1), 363(b), and 1109(b).
- (b) **Right to Cure**
A breaching Party shall have the right to cure any breach under this Master Lease other than non-payment within 30 days after the receipt by the non-breaching Party of written notice of such breach.
- (c) **BPA Remedy for Non-Payment**
BPA may terminate a Facility Lease if Customer has not paid any fee in full within 30 days after it is due.

20. **MISCELLANEOUS**

- (a) **Entire Agreement**
This Master Lease, along with all Facility Leases, constitutes the entire agreement between the Parties. It supersedes all previous communications, representations, or contracts, either written or oral, which purport to describe or embody the subject matter of this Master Lease.
- (b) **Confidentiality**
If any information or documents furnished by one Party to the other Party are confidential or proprietary and are conspicuously marked as such, the receiving Party shall take reasonable steps to protect against the unauthorized use or disclosure of such information or documents; **provided** that this section shall not apply to information or documents in the public domain and provided further that BPA may release any such information to comply with Federal law, including the Freedom of Information Act, 5 U.S.C. § 552.
- (c) **No Third Party Beneficiaries**
This Master Lease and all Facility Leases are made and entered into for the sole benefit of the Parties, and the Parties intend that no other person or entity shall be a direct or indirect beneficiary of this Master Lease or any Facility Lease.
- (d) **Signatures**
The signatories represent that they are authorized to enter into this Master Lease and all Facility Leases on behalf of the Party for which they sign.

(e) **Waivers**

No waiver of any provision or breach of this Master Lease or any Facility Lease shall be effective unless such waiver is in writing and signed by the waiving Party, and any such waiver shall not be deemed a waiver of any other provision of this Master Lease or any Facility Lease or any other breach of this Master Lease or any Facility Lease.

(f) **Construction in Accord with Federal Law**

This Master Lease and all Facility Leases shall be construed in accordance with Federal law.

21. UNCONTROLLABLE FORCES

(a) **Prevention of Performance by Uncontrollable Forces**

As used in this Master Lease, the term “Uncontrollable Forces” means acts of God including but not limited to earthquakes, fires, floods, windstorms, landslides, and ice storms; strikes, lockouts, labor troubles, and acts of the public enemy; acts of vandalism, failure of power, riots, insurrection, war, epidemics, and civil disturbances; explosions; train derailments; breakdown or failure of machinery or facilities, and accidents to machinery or equipment. If a Party is delayed in or prevented from the performance required under this Master Lease or any Facility Lease by reason of Uncontrollable Forces, such Party shall give notice and full particulars of such Uncontrollable Forces in writing to the other Party within five days after the occurrence of the Uncontrollable Forces event, cause, or condition. The Party claiming Uncontrollable Forces shall use reasonable efforts to remedy the effects of such Uncontrollable Forces within 90 days from the date of notice of such Uncontrollable Forces. The period for the performance of any obligation under this Master Lease or any Facility lease shall be extended for the period of such delay. Neither Party shall be liable under this Master Lease or any Facility Lease for, or be considered to be in breach of, this Master Lease or any Facility Lease on account of any delay in or failure of performance due to Uncontrollable Forces.

(b) **Charges During Uncontrollable Forces Event**

All charges shall continue to accrue during periods of Uncontrollable Forces, except that if BPA is unable to perform due to an event of Uncontrollable Forces and is unable to remedy the effects of such Uncontrollable Forces within 30 days of such Uncontrollable Forces event, accrual of all charges and Customer’s obligation to pay accrued charges shall be suspended until BPA remedies such effects.

22. DISPUTE RESOLUTION

Pending resolution of a disputed matter, the Parties shall continue performance of their respective obligations hereunder, provided that neither Party shall be required to take any action pending such resolution which it has been advised by counsel, or which it reasonably believes, is unlawful or in violation of any permit or license. The Parties shall attempt in good faith to resolve any dispute by agreement. If the

Parties are unable to resolve a dispute, either Party may pursue any remedies available to it by law.

23. SIGNATURES

The Parties have caused this Agreement to be executed as of the date both Parties have signed this Agreement.

NEW CINGULAR WIRELESS PCS, LLC

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By: /S/ DANIEL MIKULAK III

By: Kenneth H. Johnston

Name: Daniel Mikulak III

Name: /S/ KENNETH H JOHNSTON

Print/Type

Print/Type

Title: Director Real Estate & Const

Title: Wireless Program Manager

Date: 26 Feb 2010

Date: 3/1/2010

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EXHIBIT A

NOTICES

1. Notices

All notices under this Agreement shall be properly given only if made in writing on letterhead and personally delivered; mailed by overnight delivery service; or mailed by certified mail, return receipt requested, postage prepaid.

Such notices shall be effective on the date of receipt. If any such notice is not received or cannot be delivered due to a change in the address of the receiving Party of which notice was not previously given to the sending Party or due to a refusal to accept by the receiving Party, such notice shall be effective on the date delivery is attempted.

If to the Customer:

New Cingular Wireless PCS, LLC
12555 Cingular Way, Suite 130
Alpharetta, GA 30004
Attention: Network Real Estate
Administration
Phone: (877) 231-5447
Fax: (866) 597-4994

cc:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
PO Box 97061
Redmond, WA 98073-9761
Phone: (425) 580-7009
Fax: (425) 580-9832

If by Overnight Delivery Service:
New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
16331 NE 72nd Way
Redmond, WA 98052-7827
Phone: (425) 580-7009
Fax: (425) 580-9832

If to Bonneville:

Attention: Transmission Account
Executive for New Cingular Wireless
PCS, LLC – TSE/TPP-2
Phone: (360) 619-6009
Fax: (360) 619-6940

If by First Class Mail:

Bonneville Power Administration
P.O. Box 61409
Vancouver, WA 98666-1409

If by Overnight Delivery Service:

Bonneville Power Administration –
TSE/TPP-2
7500 NE 41st Street, Suite 130
Vancouver, WA 98662-7905

2. Either Party may change its address for notice by giving the other Party written notice of such change in accordance with this exhibit.

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old MAR 01 2010 09:17am via Fed Ex ms

Contracts No. 97TX-30017, 96MS-95361,
00TX-10369 and 10TX-14723

MEMORANDUM OF AGREEMENT

executed by the
BONNEVILLE POWER ADMINISTRATION
and
NEW CINGULAR WIRELESS PCS, LLC

This Memorandum of Agreement (Agreement) is executed by the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (BPA) and New Cingular Wireless PCS, LLC (AT&T). AT&T and BPA are sometimes referred to individually as "Party," and collectively as "Parties" as the context suggests below.

This Agreement memorializes the termination by the Parties of Master Lease Agreements numbered 97TX-30017, 96MS-95361 and 00TX-10369 and the transfer of all 42 Facility Lease Agreements (FLAs) held under these agreements to the new Master Lease Agreement number 10TX-14723.

1. ANNUAL LEASE PERIOD

The Parties agree that the annual lease period for all FLAs under Master Lease Agreement number 10TX-14723 is hereby amended to be April 1- March 31, and that all new FLAs will also have annual lease periods of April 1 - March 31.

2. EXHIBITS

- a) Lease Payment Due April 1, 2010
- b) Future Lease Payments Due for All Current Sites

3. EFFECTIVE DATE

This Agreement shall take effect on the date executed by the Parties.

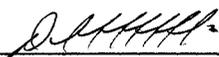
4. SIGNATURES

The Parties have caused this Agreement to be executed as of the date both Parties have signed this Agreement.

NEW CINGULAR WIRELESS PCS, LLC

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By: _____



Name: _____

Daniel Mikulak III
Director, Real Estate & Const

(Print / Type)

Title: _____

Date: _____

26 FEB 2010

By: _____



Name: _____

Kenneth H. Johnston

(Print / Type)

Title: _____

Wireless Program Manager

Date: _____

3/1/2010

MAR 03 2010

MASTER LEASE AGREEMENT
(Multiple Sites)
executed by the
UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
acting by and through the
BONNEVILLE POWER ADMINISTRATION
and
GTE WIRELESS OF THE PACIFIC INCORPORATED

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THIS AMENDATORY AGREEMENT NO. 1 EXECUTED April 20, 1998, OF THE MASTER LEASE AGREEMENT ("Master Lease"), executed August 21, 1996, by the UNITED STATES OF AMERICA (Government), Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION ("BPA"), and GTE Wireless of the Pacific Incorporated ("GTE"), a Delaware corporation, each of which may be referred to herein individually as a "Party" and collectively as the "Parties."

W I T N E S S E T H :

In consideration of the mutual covenants contained in this Lease and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, BPA and GTE hereby agree as follows:

1. DEFINITIONS

The terms below are defined as used in, and for the purposes of, this Agreement.

- (a) "Access" shall mean GTE's ability to reach its facilities to, from, across, and over BPA's Site, as described in section 5.
- (b) "Activation Date" shall mean the date on which GTE has completed the construction of the installation and Antenna Facilities, and on which the Annual Charge shall commence as described in section 7.
- (c) "Annual Charge" shall mean the total charge due each year for the Site described in a single Facilities Lease.

- (d) "Antenna Facilities" shall mean the unmanned wireless communications system which may consist of antennas, cables, equipment cabinets, and related equipment and facilities, and such additional equipment or Improvements necessary for transmission and reception of unmanned wireless communications on the Sites. This may, but not necessarily, include utility lines, telephone lines, and emergency backup generators, to be determined in the Facilities Lease agreement.
- (e) "Commencement Date" shall mean the date GTE initiates installation of equipment and Improvements necessary for transmission and reception of unmanned wireless communications on the Site.
- (f) "Commercial Account Plan" shall mean a plan that aggregates air-time minutes across phones by account as described in section 8.
- (g) "Commitment Fee" shall mean a one-time, up front fee as described in section 7.
- (h) "Electric Facilities" shall mean the Site and any equipment at a Site enabling BPA to fulfill its commitment to provide electric service to its customers.
- (i) "Facilities Lease" shall mean a separate document under this Master Lease representing the agreement of the Parties at each Site for the lease of such Site as described in section 2.
- (j) "Fee-Owned Site" shall mean a Site which BPA owns absolute and without limitation including all rights of possession, control, use, and disposition.
- (k) "Governmental and Zoning Approvals" shall mean all necessary local, county, State, or Federal licenses, permits, or other approvals required for GTE's installation, operation, and maintenance of the Antenna Facilities.

- (l) "Improvements" shall mean upgrade or change to existing equipment or new construction or installation of equipment by BPA, when requested by GTE, at certain locations described in each Facilities Lease.
- (m) "Interest Rate" shall mean an interest charge of one twentieth percent (0.05 percent) applied daily to the unpaid balance until such time as the unpaid amount is paid in full.
- (n) "Master Lease" shall mean this Master Agreement containing general terms and conditions.
- (o) "Non-Fee-Owned Site" shall mean a Site in which BPA has a nonpossessory right or privilege to use the land of another for a certain purpose through a permit, lease, easement, or Memorandum of Understanding.
- (p) "Permitted Use" shall mean the specific use granted by BPA to GTE as described in section 5(a).
- (q) "Process Fee" shall mean a one-time, upfront fee as described in section 7.
- (r) "Site" shall mean the location of Antenna Facilities and/or Improvements that exist or are to be constructed for use by GTE, including, but not limited to transmission line towers, communication tower sites, substation sites, and raw land.
- (s) "Site Escort Service Fee" shall mean the fee charged by BPA to accompany GTE, when necessary, to any substation or communication tower facilities as described in Exhibit B.
- (t) "Target Date" shall mean the date stated in the Facilities Lease for completion of construction which was not completed at the time of execution of the Facilities Lease.

2. LEASE DESCRIPTION

(a) Master Lease

This Master Lease grants permission for the lease of space at certain BPA locations described in each Facilities Lease to be leased to GTE for the installation, operation, and maintenance of GTE's wireless communications equipment. This Master Lease contains the basic terms and conditions upon which all or portions of certain Improvements constructed, or to be constructed by BPA at GTE's request, will be leased by BPA to GTE in accordance with each Facilities Lease.

(b) Facilities Lease

The Facilities Lease shall describe the Site, its location, Improvements, GTE's Antenna Facilities, GTE's and BPA roles and responsibilities for payment of charges, and other applicable specific terms and conditions. The Facilities Lease shall be substantially in the form of Exhibit A, incorporate all terms and conditions of this Master Lease by reference, and shall govern in case of a conflict between the Facilities Lease and the Master Lease.

3. TERM

(a) Master Lease

- (1) This Master Lease shall commence upon execution by the Parties and shall expire at midnight on the day after the latest expiration date to occur under any Facilities Lease. Unless terminated pursuant to section 12 of this Agreement, in no event shall this Master Lease terminate so long as any Facilities Lease remains in full force and effect.
- (2) At the expiration of the Agreement, any obligations incurred hereunder shall remain in effect until satisfied.

(b) **Facilities Lease**

- (1) Upon agreement of the Parties as to each Site for the lease of Antenna Facilities, the Parties shall execute a Facilities Lease. Each Facilities Lease shall commence upon the earlier of either: (A) 30 calendar days after delivery of the Antenna Facilities to GTE by BPA; or (B) the Commencement Date as defined in section 1(e).
- (2) The initial term of each Facilities Lease shall be 5 years in length with an option to renew, as further defined in section 3(c).

(c) **Renewal Term**

- (1) The Renewal Term shall be each of four additional 5-year terms which, upon agreement of the Parties, may be used to extend each Facilities Lease.
- (2) GTE shall notify BPA in writing of GTE's intention to renew a Facilities Lease at least 60 calendar days prior to the expiration of the initial term or any Renewal Term; **provided, however**, that GTE's failure to so notify BPA shall be deemed an exercise of its renewal right for the next term.
- (3) The terms and conditions of the Facilities Lease and the Master Lease applicable to the initial term, including the Annual Charge, may only be modified or renegotiated at the time of extension upon agreement by the Parties.
- (4) If GTE remains at the Site upon expiration of the initial term or any Renewal Term of a Facilities Lease, after GTE has notified BPA of its intent not to renew any Renewal Term, BPA shall either: (A) deem

such possession a year-to-year tenancy under the terms and conditions of this Master Lease and the Facilities Lease pertaining to such Site; or (B) require GTE to vacate the Site within 30 days. In the event that BPA allows a year-to-year tenancy, the Annual Charges may be adjusted upward in accordance with section 7(e).

- (5) Before terminating a year-to-year tenancy as described in section 4 above, BPA shall give GTE at least 90 calendar days notice of such termination prior to the start of the year of termination.

4. **EXHIBITS**

Exhibits A through D are hereby incorporated and made a part of this Agreement.

Amendments to this Master Lease, any Facilities Lease or Exhibits thereto shall be made by mutual agreement of the Parties in writing.

5. **USE, ZONING, AND ACCESS**

(a) **Permitted Use**

GTE's use of any leased Site shall be specifically restricted to the installation, operation, replacement, and maintenance of the Antenna Facilities. All activities and operations undertaken by GTE in, on, and about the Site shall be lawful and in compliance with all Federal Communications Commission (FCC) requirements. When necessary, BPA agrees to cooperate with GTE in obtaining any required Governmental and Zoning Approvals.

(b) **Zoning**

For any Fee-Owned Site, BPA shall obtain all required zoning approvals for the construction of the Improvements and the operation of the Antenna Facilities.

(c) **Access**

- (1) GTE, its agents, and other representatives shall have the right to enter upon the subject Site to inspect, examine, sample, and conduct all engineering tests or studies of the Site and Improvements, necessary to apply for and obtain all governmental and zoning approvals and to determine the feasibility and suitability of the Site for GTE's use, all at GTE's expense. GTE's Access to any Site will be specifically described in each Facilities Lease.
- (2) For the term of any Facilities Lease on a Fee-Owned Site, BPA shall grant to GTE, Access to the Site. If on a Non-Fee-Owned Site, GTE may be responsible for acquiring from the property owner any additional easement rights which may be necessary to allow GTE to utilize the Site for any Antenna Facilities. BPA will provide GTE with a copy of BPA's easement for any Site to enable GTE to determine the need for an additional easement, and will provide reasonable assistance to GTE in obtaining such an easement. To the extent BPA has knowledge of any limitation or planned limitation on Access to the Site, BPA agrees to provide GTE with written notice (in advance of such limitation to the extent possible) of any limitation on Access, provided that in an emergency BPA shall not be obligated to provide such notice. BPA and GTE agree to reasonably cooperate with one another and with the electrical and/or telephone company to minimize any restricted Access to any Site.
- (3) The following provisions shall govern Access to the Site by GTE unless otherwise modified in the applicable Facilities Lease:
 - (A) Access for construction, routine maintenance, repair, and other non-emergency visits to any substation or communications tower facility or transmission structure shall be during normal business hours (Monday through Saturday, 7 a.m. to 7 p.m.),

upon 24 hours advance notice to BPA to enable GTE to arrange for an escort to the Site. The requirement for escort service shall be determined in each Facilities Lease. Notwithstanding, should GTE secure any outside access and/or utility easements to any substation, communications tower, or transmission tower, then GTE shall have free and unrestricted access to its BTS cabinets for routine maintenance, repair and/or removal.

- (B) In the event of an emergency, GTE may Access the Site 24 hours per day, 7 days per week, escorted by BPA as arranged using an emergency number, and thereafter pursuant to the Escort Schedule associated with any substation or communications tower facility or transmission structure set out in the Facilities Lease. Notwithstanding, should GTE secure any outside access and/or utility easements to any substation, communications tower, or transmission tower, then GTE shall have free and unrestricted access to its BTS cabinets for routine maintenance, repair and/or removal.
 - (C) Access to the Site may be by foot or motor vehicle, including trucks.
 - (D) Access to the Site shall be subject to such reasonable conditions as may be imposed by BPA from time to time with 10 business days notice to GTE.
 - (E) Access by GTE to the Site is secondary to BPA's emergency power system operations and maintenance at the Site.
- (4) GTE acknowledges that the foregoing Access rights are subject to any limitations or restrictions on Access imposed upon BPA (and therefore upon GTE) by the landlord under any underlying easement relating to

a particular Site. GTE agrees to abide by such limitations or restrictions provided that GTE has been given a copy of the underlying easement or has been notified by BPA of such limitations and restrictions.

- (5) BPA may escort GTE to the Site for investigation, construction, and routine maintenance and repair, pursuant to the Escort Schedule, and for a Site Escort Service Fee as defined in Exhibit B of this Master Lease. Notwithstanding, should GTE secure any outside access and/or utility easements to any substation, communications tower, or transmission tower, then GTE shall have free and unrestricted access to its BTS cabinets for routine maintenance, repair and/or removal.
- (6) Neither the Master Agreement nor the Facilities Leases shall confer upon GTE any right, title, estate, interest, ownership, or possessory interest in the Site, or other Improvements owned by BPA except as provided herein or in the Facilities Lease(s).

6. INTERFERENCE

GTE recognizes and acknowledges that the Sites and Improvements may be adjacent to Electric Facilities. GTE hereby agrees and acknowledges that BPA's Access to and use of the Electric Facilities in the normal course of providing electric service, including activities related to electric outages and emergencies of whatever type and however caused, shall not constitute an impermissible interference with GTE's use of the Site and that BPA shall not be liable to GTE as a result of any interference in any way arising from such use.

(a) Interference By GTE

- (1) GTE, its licensees, employees, invitees, contractors, or agents shall not engage in any activity on or about a Site, or the Improvements thereon, in any way that interferes with Access to and use of the

Electric Facilities by: (A) BPA; or (B) other lessees, existing or future, in the normal course of providing electric service, or which compromises the security and integrity of the Electric Facilities.

- (2) GTE shall be required to meet all reasonable requirements related to security, quality, installations, interference, site appearance, and any other safety and reliability requirements identified by BPA in the Facilities Lease or any subsequent safety standards established by BPA and provided in writing to GTE.

(b) **Interference By BPA**

- (1) BPA, its other tenants, licensees, employees, invitees, contractors, or agents shall not engage in any activity on or about a Site or use the Site or Improvements thereon, in any way which interferes with GTE's Permitted Use and Access to the Site.
- (2) BPA shall not permit the installation of any future equipment which results in technical interference problems with GTE's then existing equipment.

(c) **Remedies Due to Interference**

- (1) GTE shall resolve technical interference problems to BPA's reasonable satisfaction with any equipment located at the Site on the Commencement Date of any Facilities Lease or any equipment that becomes attached to the Site at any future date when GTE adds additional equipment to the Site.
- (2) Elimination of interference shall be accomplished first by modification of GTE's equipment and then, if not corrected, by modification of BPA's equipment at the expense of GTE.

- (3) If radio frequency interference results from GTE's operations on a Site, BPA may order corrective measures to be taken immediately and interference eliminated within 5 business days from receipt of notice. In the event that radio frequency interference should result from GTE's installation or operation of the Antenna Facility, or other actions by GTE render BPA's equipment unusable for the operations, control, and protection of the power system, GTE shall be responsible for immediately ceasing such operations or actions, and eliminating the interference to the satisfaction of BPA before resuming operation. GTE will assume all costs of the corrective measures needed to eliminate any radio frequency interference to BPA's operations arising from GTE's operations or modify it to the satisfaction of BPA.
- (4) In the event that BPA determines that an existing incompatibility between BPA's and GTE's radio systems cannot be corrected, GTE shall cease transmitting operations immediately. The Facilities Lease shall cease and terminate in 30 days. Notwithstanding anything to the contrary contained within this Master Lease, GTE shall not be responsible for remedying any radio frequency interference arising from BPA's failure to operate its equipment per the manufacturer's instructions, or in the radio frequency band licensed to BPA by the National Telecommunication and Information Administration (NTIA). BPA shall be responsible for resolving such interference problems to be in compliance with allowable NTIA radio frequency bands.

7. **FEES AND CHARGES**

(a) **Process Fee**

GTE shall submit a Process Fee of \$400 per Site to begin the initial investigation as to the availability of the Site, and to put a placeholder on the specific Site identified. This fee is not refundable.

(b) **Commitment Fee**

Within 30 calendar days after the execution of each Facilities Lease, GTE shall pay to BPA the appropriate Commitment Fee as specified in Exhibit B. Except as specifically provided in section 12, the Commitment Fee shall be nonrefundable and shall not be applied as an offset to Annual Charges or any other payment due hereunder.

(c) **Annual Charge**

The Annual Charge for each Site shall be paid to BPA in accordance with the schedule set forth in the attached Exhibit A, and based on the sum of the established fees in Exhibit B for each Facilities Lease. The Annual Charge shall commence on the Activation Date, which will be the earlier of:

(1) 30 calendar days after the issuance of permission to install GTE's equipment; or (2) the first day of the month following the Commencement Date. Except as provided in section D below, the Annual Charge shall be payable 30 calendar days after receipt of a written invoice (Payment Date) to BPA at BPA's address in section 17 hereof. Payments not received by BPA when due shall bear an interest at the Interest Rate. Late payments shall be collected pursuant to the Debt Collection Act of 1982, Pub. L. No. 97-365.

(d) **Escalation of Annual Charge**

Upon the commencement of any Renewal Term, and throughout its entirety, the annual Rent for each Renewal Term shall increase by twenty percent (20%) over the annual rent paid for the immediately preceding Term.

8. **OTHER CONSIDERATION**

In addition to the Annual Charge for each Facilities Lease, GTE shall provide wireless services to BPA under the terms of GTE's customary usage agreement; GTE will provide an annual fee of \$2,340 per site for credit for services provided associated three standard handsets with \$65 of airtime credit per month per site.

9. **IMPROVEMENTS**

- (a) In the event that construction of Improvements related to a Facilities Lease is not completed at the time of execution of the Facilities Lease, a Target Date for completion shall be set out in the Facilities Lease. As soon as practicable, GTE shall provide to BPA a copy of its plans for construction of the Improvements, and a schedule for completion of construction by the Target Date for BPA's review and approval, which approval shall not be unreasonably withheld or delayed. After approval by BPA, GTE may not make material changes to such plans or schedule without the approval of BPA, which approval shall not be unreasonably withheld or delayed.

Construction or modification of BPA's existing transmission or microwave structures will be at BPA's expense, in a good and workmanlike manner, and in accordance with applicable construction codes. Except for BPA's gross negligence or willful act, failure of BPA to meet the construction schedule shall not be considered a default under this Master Lease or any Facilities Lease. In addition, the Master Lease or any Facilities Lease shall not be void or voidable nor shall BPA be liable to GTE for any loss or damage of any type or kind resulting from a failure to meet the construction schedule; **provided, however,** that if GTE is unable to complete the construction of the Improvements within 30 calendar days after the Target Date, GTE shall be refunded its Commitment Fee for that site; provided that such delay is not the result of items covered under Paragraph 25, unforeseen emergencies or other power outages which are not the result of BPA's negligence or willful misconduct.

- (b) BPA shall, at BPA's expense, keep and maintain the Improvements in commercially reasonable condition and repair during the term of any Facilities Lease.
- (c) GTE shall be responsible for arranging for the installation of electric and telephone service to the Site suitable for GTE's use, and shall be responsible for payment of such utility services unless otherwise specified in the Facilities Lease.
- (d) BPA is entitled at any time and without notice to GTE to inspect the Site or the Improvements, excluding the Antenna Facilities.

10. ANTENNA FACILITIES

- (a) BPA may inspect the Antenna Facilities upon 24-hour prior notice to GTE. GTE may have a representative present at any inspection of the Antenna Facilities.
- (b) GTE shall own the Antenna Facilities at all Sites. GTE shall have the right, at its expense, to install, construct, and maintain the Antenna Facilities on Sites excluding transmission structures. BPA shall perform installation, maintenance, and repairs of GTE's Antenna Facilities at BPA's transmission tower Sites in coordination with GTE and at GTE's expense. BPA shall respond to GTE's request to coordinate installation of the Antenna Facilities within 10 business days after receiving GTE's request.
- (c) Roles and responsibilities of each Party for communication tower sites, raw land, and substation sites shall be negotiated by BPA and GTE within each Facilities Lease. Prior to commencing any installation or material alteration of the Antenna Facilities, GTE shall provide to BPA GTE's plans for installation or alteration work for approval, which approval shall not be unreasonably withheld, conditioned, or delayed. If BPA fails to notify GTE of

BPA's approval or disapproval of any plans within 15 calendar days after GTE submitted plans, BPA will be deemed to have approved the plans; **provided, however**, BPA may extend the response period up to 30 calendar days by notifying GTE of such extension within 5 business days after GTE's submittal of the plans.

- (d) GTE's replacement of substantially the same equipment in the course of repairs or upgrading the Antenna Facilities shall not be a material alteration. Any structural work or material alteration specifically related to Antenna Facilities on the Site must be approved by a licensed structural engineer at GTE's sole cost and expense and approved by BPA. Any BPA approvals, hereunder, shall not be unreasonably withheld.

All of GTE's work shall be performed at GTE's expense, in a good and workmanlike manner, and in accordance with applicable laws, ordinances, and BPA's safety regulations and policies. Such work shall not adversely affect the structural integrity, maintenance, operations, or use of the Site or the Improvements, and shall not interfere with or adversely affect any Electric Facilities or Access thereto. GTE shall have the right to modify, supplement, replace, or upgrade the Antenna Facilities as necessary, except transmission towers, at any time during the term of the Facilities Lease relating thereto as it may be extended; **provided, however**, that GTE shall not relocate the Antenna Facilities or any portion thereof anywhere on the Site or Improvements. Upon request by GTE, BPA shall modify, supplement, replace, or upgrade the Antenna Facilities and other Improvements on transmission towers, in coordination with GTE at GTE's expense.

- (e) The Antenna Facilities shall remain the exclusive property of GTE, and GTE shall have the right to remove all or any portion of the Antenna Facilities at any time during the term of this Master Lease or the term of the relevant Facilities Lease.

- (f) Upon expiration or termination of any Facilities Lease, BPA and GTE shall coordinate for the removal of the Antenna Facilities, at GTE's expense, from any Site, and any other property which it brought to, installed on, or deposited at the Site or Improvements, and shall return the subject Site in good condition, normal wear and tear, casualty, and condemnation loss excepted. Failure to remove any property within 30 calendar days after the expiration or earlier termination of the Facilities Lease pertaining to such property shall be an abandonment and BPA may remove or dispose of any such property at GTE's cost and expense in any manner without liability.

11. ACCEPTANCE OF SITES

GTE is deemed to take possession of the Site on the date that GTE begins installation of Antenna Facilities on the Site. Taking possession of the Site by GTE is conclusive evidence that GTE:

- (a) accepts the Site as suitable for the purposes for which it is leased;
- (b) accepts each Site and Improvements and every part thereof AS IS, with all faults, except for latent defects;
- (c) waives any claims against BPA arising from defects not known to BPA or defects otherwise disclosed to GTE in the Site or Improvements, or their suitability for any particular purposes except as such defects or unsuitability of the Site or Improvements are caused by the negligence or willful act or omission of BPA or BPA's employees, agents, or contractors; and
- (d) if, in the sole and absolute opinion of GTE, the Site or Improvements are not suitable for GTE's intended use, GTE may terminate the Facilities Lease as provided in section 12.

12. TERMINATION

- (a) Except as provided in section 11 and section 23, a Facilities Lease may be terminated only as follows.
- (1) By BPA upon 90 calendar days written notice to GTE if: (A) any equipment placed on the Site or Improvements by GTE unreasonably interferes with BPA's or any other Telecommunication Provider's use of their respective Facilities; or (B) any equipment placed on the Site or Improvements by GTE unreasonably interferes with BPA's Access to or use of the Site or Improvements to carry out its power responsibility; **provided, however**, with respect to this clause, GTE shall have 90 calendar days after notice from BPA to resolve such interference and BPA shall, at GTE's expense, reasonably cooperate with GTE to resolve any such interference, consistent with Section 6 of the Master Lease.
 - (2) By GTE upon 30 calendar days prior written notice if it is unable to obtain, after reasonable efforts to do so, any Governmental and Zoning Approvals, if any, provided that all construction costs incurred by BPA shall be reimbursed by GTE.
 - (3) By GTE, upon 30 calendar days prior written notice to BPA, if GTE is unable to obtain any easement described in section 5.
 - (4) By GTE, in accordance with section 7, upon 2 business days prior written notice to BPA, which notice shall be given within 30 calendar days after the execution of the applicable Facilities Lease;
 - (5) By GTE, in accordance with section 9, upon 2 business days prior written notice to BPA, which notice shall be given within 60 calendar days after the Target Date.

- (6) By GTE, in accordance with section 18, upon 10 business days prior written notice to BPA.
 - (7) By GTE upon 60 calendar days prior written notice if GTE determines, in its reasonable discretion exercised in good faith that the subject Site is no longer consistent with the minimal operational requirements of GTE's communications system.
 - (8) If incompatibility existing between the Parties' radio systems cannot be corrected as described in section 6, Interference, the lease shall terminate 30 calendar days after ceasing operating.
- (b) In the event of termination of a Facilities Lease under this section 12, any prepaid Commitment Fees or Annual Charges applicable under this Agreement shall be nonrefundable by BPA to GTE.

13. CONDEMNATION AND CASUALTY

If at any time during the term of any Facilities Lease all or "substantially all" (such that the remaining portion thereof shall not be of sufficient size or condition to permit the continuation of GTE's use in a commercially reasonable manner) of the Site or Improvements applicable to such Facilities Lease shall be taken in the exercise of the power of eminent domain by any governmental or other authority, or by deed in lieu of condemnation, or shall be damaged or destroyed, then such Facilities Lease shall terminate, which termination shall be effective as of the date of the vesting of title in such taking or such damage or destruction. With respect to condemnation, the Parties shall each be entitled to pursue their own separate awards with respect to such taking. In the event of any damage, destruction, or taking of less than all or substantially all of the Site or Improvements, such Facilities Lease shall continue, and BPA and GTE shall be entitled to pursue their own separate awards with respect to any taking.

14. **TAXES AND FEES**

- (a) GTE shall pay any fees, licenses, or taxes, including, but not limited to any personal property taxes assessed on, or any portion thereof attributable to, the Antenna Facilities and GTE's construction, operation and maintenance thereof. GTE shall also pay any increase in real property taxes, or any fees and assessments levied against GTE which are attributable to GTE's use of the Antenna Facilities through an adjusted Annual Charge. GTE acknowledges that if there are other lessees in addition to GTE leasing the Site or Improvements, GTE and each other lessee shall pay an equal portion of such increase. BPA agrees to furnish proof to GTE of such increase in real property taxes and the amount of any such fees and assessments.
- (b) GTE shall keep any Site and Improvements free from any liens and encumbrances, arising from its performance of this Agreement. BPA shall have the right, but not obligation, to pay all amounts due and discharge such lien or encumbrance, upon 30 calendar days prior written notice to GTE. In the event BPA causes such liens or encumbrances to be discharged, GTE shall pay such amounts to BPA upon demand together with interest at the Interest Rate, accruing from the date that BPA makes payment discharging such liens or encumbrances until the date BPA receives full reimbursement from GTE.

15. **INSURANCE**

- (a) **General**
At all times during the term of this Master Lease, GTE, at its own cost and expense, shall provide and maintain the insurance specified by this section.
- (b) **Evidence Required**
On the effective date of this Master Lease, GTE shall provide BPA with a certificate of insurance ("Certificate of Insurance") executed by an authorized

representative of the insurer(s) evidencing that GTE's insurance complies with this section. A copy of all required endorsements shall be attached to and form a part of the Certificate of Insurance.

(c) **Notice of Cancellation, Reduction, or Material Change in Coverage**

Policies shall be endorsed to provide BPA with 30 calendar days' prior written notice of any cancellation, reduction, or material change in coverage. If insurance coverage is due to be canceled, reduced, or materially changed, GTE shall, within 30 calendar days before the effective date of such cancellation, reduction, or material change, obtain the coverage required under this section 15 and provide to BPA documentation evidencing such coverage. GTE shall be responsible to the extent not caused by BPA's negligence, for the costs of any damage, liability, or injury occurring during such cancellation, reduction, or material change in insurance coverage which are not otherwise covered by insurance; provided that GTE shall not be responsible for the costs of any damage, liability, or injury occurring during any such period if such damage, liability, or injury was caused by BPA's negligence or willful misconduct.

(d) **Qualifying Insurers**

Policies shall be issued by companies which hold a current policyholders alphabetic and financial size category rating of not less than A:X, according to Best's Insurance Reports.

(e) **Insurance Required**

(1) **Liability**

Commercial general liability insurance for bodily injury (including death) and property damage shall provide limits of not less than \$10 million per occurrence.

(A) Coverages included shall be:

- (i) Sites and operations;
- (ii) broad form property damage;
- (iii) products and completed operations;
- (iv) blanket contractual liability;
- (v) personal injury liability;
- (vi) cross-liability and severability of interests; and
- (vii) independent contractors liability.

(B) Coverage shall be endorsed to include the following:

- (i) inclusion of GTE, its officers, representatives, agents, and employees as an additional insured as respects services or operations in connection with this Agreement; and
- (ii) stipulation that the insurance is primary insurance and that no insurance or self-insurance of BPA will be called upon to contribute to a loss.

(2) **Business Automobile Liability Insurance**

Business Automobile Liability Insurance for bodily injury (including death) and property damage shall provide total limits of not less than \$2 million combined single limit per occurrence to all owned, nonowned, and hired vehicles.

- (3) **Workers' Compensation/Employer's Liability Insurance**
Statutory Workers' Compensation and Employer's Liability Insurance for not less than \$1 million per occurrence shall apply to employer's liability coverage for all employees engaged in services or operations under this Agreement. The policy shall include broad form all-States/other States coverage.

(f) **Special Provisions**

- (1) The foregoing requirements as to the types and limits of insurance coverage to be maintained by GTE, and any approval of said insurance by BPA or GTE, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by GTE pursuant to this Agreement, including, but not limited to, the provisions concerning indemnification.
- (2) BPA acknowledges that some insurance requirements contained in this section 15 may be fulfilled by a funded self-insurance program of GTE. However, this shall not in any way limit liabilities assumed by GTE under this Agreement. Any use of self-insurance must be first approved in writing by BPA.

16. **INDEMNIFICATION; WAIVER OF DAMAGES**

(a) **Indemnification By GTE**

- (1) To the extent allowed by law, GTE shall release and indemnify, defend, and hold harmless BPA and each of its directors, officers, agents, representatives, subcontractors, and employees (the "BPA's Indemnitees") from and against any and all claims for injury to or death of a person, including an employee of BPA or a BPA Indemnitee, or for loss of or damage to property resulting directly or

indirectly from GTE's performance or nonperformance of this Master Lease or a Facilities Lease, except to the extent that such claim is the result of the negligence or willful misconduct of a BPA or BPA Indemnitee.

- (2) If negligence or willful misconduct of a BPA or a BPA Indemnitee has contributed to a claim, GTE shall not be obligated to indemnify BPA or BPA Indemnites for the proportionate share of such claims caused by such negligence or willful misconduct. BPA shall have the right, at its own cost, to retain counsel, to monitor, or participate in the defense of any claim.

(b) **Indemnification By BPA**

- (1) To the extent allowed by the Federal Tort Claims Act, BPA shall release and indemnify, defend, and hold harmless GTE and each of its directors, officers, agents, representatives, subcontractors, and employees (the "GTE Indemnites") from and against any and all claims for injury to or death of a person, including an employee of GTE or an GTE Indemnity, or for loss of or damage to property resulting directly or indirectly from BPA's performance or nonperformance of this Master Lease or a Facilities Lease, except to the extent that such claim is the result of negligence or willful misconduct of GTE or a GTE Indemnitee.
- (2) If negligence or willful misconduct of a GTE or a GTE Indemnitee has contributed to a claim, BPA shall not be obligated to indemnify GTE or GTE Indemnites for the proportionate share of such claims caused by such gross negligence or willful misconduct. GTE shall have the right, at its own cost, to retain counsel, to monitor, or participate in the defense of any claim.

(c) **Waiver of Certain Damages**

Each Party hereby waives any right to consequential, incidental, special or indirect damages, or damages for lost profits or exemplary damages with respect to any claim arising out of or related to this Master Lease or a Facilities Lease.

17. NOTICES

All notices, requests, demands, and other communications shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to BPA regarding
the Master Lease Agreement:

Bonneville Power Administration
P.O. Box 491 TM/DITTMER2
Vancouver, WA 98666-0491
Attn: Kevin Ward
Customer Account Executive

With a copy to:

Bonneville Power Administration
P.O. Box 491 TM/DITTMER2
Vancouver, WA 98666-0491
Attn: Rose Ann Lafferty,
Contract Specialist

If to BPA regarding
Payments & Financial Matters:

Bonneville Power Administration
Accounting Operations - FRO
P.O. Box 6040
Portland, OR 97208-6040

With a copy to:

Bonneville Power Administration
P.O. Box 491 TM/DITTMER2
Vancouver, WA 98666-0491
Attn: Kevin Ward
Customer Account Executive
Phone: (360) 418-8298
Fax: (360) 418-8320

If to GTE:

GTE Wireless of the Pacific Incorporated
Attn: Network Director
2445 - 140th Avenue NE, Suite 202
Bellevue, WA 98005
Phone: (425) 895-7000
FAX: (425) 895-7099

with a copy to:

GTE Wireless of the Pacific Incorporated
Attn: 1.8 Ghz legal Department
245 Perimeter Center Parkway
Alanta, GA

18. QUIET ENJOYMENT, TITLE, AND AUTHORITY

- (a) BPA covenants and warrants that: (1) it has full right, power, and authority to execute this Master Lease and each Facilities Lease and has the power to grant all rights hereunder and thereunder; (2) it has either a fee or leasehold interest in the Sites free and clear of any liens, mortgages, restrictions, or other encumbrances thereon that will interfere with GTE's use of the Sites; (3) its execution and performance of this Master Lease and each Facilities Lease will not violate any laws, ordinances, or covenants, or the provisions of any mortgage, lease, or other agreement binding on BPA; and (4) GTE shall have the quiet enjoyment of the Sites, and GTE shall not be disturbed as long as GTE is not in default beyond any applicable grace or cure period.
- (b) GTE covenants and warrants that it has full right, power, and authority to execute this Master Lease and each Facilities Lease and the execution and performance thereof will not violate any laws, ordinances, or covenants, or the provisions of any agreement binding on GTE. GTE acknowledges and agrees that this Master Lease and each Facilities Lease is subject and subordinate at all times to: (1) the lien of all mortgages and deeds of trust securing any amount or amounts whatsoever which may now exist or hereafter be placed on or against any Site or Improvements or on or against BPA's interest or estate therein; and (2) any underlying ground lease, all without the necessity of having further instruments executed by GTE to effect such subordination, but, with respect to any such liens or any ground

leases which arise following execution of this Master Lease, only upon the condition that any such mortgagee, beneficiary, trustee, or ground BPA expressly agrees not to disturb the rights of GTE under this Master Lease and each Facilities Lease.

- (c) This Master Lease and each Facilities Lease is subject to any restriction or other terms or conditions contained in any underlying ground lease, and GTE acknowledges and agrees to commit no act or omission which would constitute a default under any ground lease provided that BPA has provided a copy of such ground lease to GTE prior to the execution of the applicable Facilities Lease. If a particular restriction contained in a ground lease and not set forth in this Master Lease or the applicable Facilities Lease prevents GTE from the construction, operation or maintenance of or Access to the Antenna Facilities, GTE may terminate the applicable Facilities Lease as provided in section 12. BPA agrees that it will not breach the terms or conditions of the ground lease of any other agreement of which it is a party affecting the Site or Improvements in a manner that adversely affects or will adversely affect GTE's use of the Site or Improvements.

19. ENVIRONMENTAL LAWS

- (a) BPA and GTE agree neither they nor anyone acting on their behalf will bring, keep, or use hazardous substances at or on the Sites except for those necessary for use in their respective businesses, in which case they are to be handled, stored, used, and disposed of in compliance with applicable laws, regulations, and ordinances.
- (b) Hazardous substance, as used herein, shall mean all materials which have been determined to be hazardous to health or the environment by virtue of being: (1) a hazardous waste as defined by the Resource Conservation and Recovery Act; (2) a hazardous substance as defined in the Comprehensive Environment, Compensation, and Liability Act; (3) a substance regulated by the Toxic Substances Control Act; (4) substances regulated by the Federal

Insecticide, Fungicide, Rodenticide Act in accordance with the applicability provisions of such Act; (5) hazardous substances or hazardous wastes as defined in the Washington Model Toxics Control Act or the Washington Hazardous Waste Management Act; and (6) substances regulated by other applicable state hazardous and toxic regulations. Reference to specific statutes include amendments as they are made from time to time, as well as the regulations promulgated thereunder.

- (c) BPA and GTE each represent, warrant, and agree that they will conduct their activities on each Site in compliance with all applicable environmental laws meaning any and all local, State or Federal statutes, regulations, or ordinances pertaining to the environment or natural resources.
- (d) GTE agrees to indemnify and hold BPA and its affiliates harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses arising from or due to the existence or discovery of any hazardous substance at or on the Sites if GTE or its agent, contractor, employees, or invitees is responsible for the introduction into the environment of the hazardous substance. This indemnity shall specifically include, without limitation, any and all costs due to hazardous substances which flow, diffuse, migrate, or percolate into, onto or under the property, or from the property to neighboring property or groundwater after the Agreement commences; however, it shall not include the cost of repairing BPA's equipment.
- (e) BPA agrees to indemnify and hold GTE harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses that GTE may suffer arising from or due to the existence or discovery of any hazardous substance at or on the Sites if BPA or its agent, contractor, employees or invitees is responsible for the introduction into the environment of the hazardous substance. This indemnity shall specifically include, without limitation, any and all costs due to hazardous substances which flow, diffuse, migrate, or percolate into, onto, or under the property, or from the property to

neighboring property or groundwater after the Agreement commences; however, it shall not include the cost of repairing GTE's equipment.

- (f) The indemnifications in this section 19 specifically include costs incurred in connection with any investigation of Site conditions or any cleanup, remediation, removal, or restoration work required by any governmental authority. The provisions of this section will survive the expiration or termination of this Master Lease and of any Facilities Lease.

20. ASSIGNMENT AND SUBLEASING

- (a) GTE shall not assign this Master Lease, any Facilities Lease, any Sites, or any of its rights with respect thereto, or relinquish possession of the Sites or any part thereof, or permit any other person to use the Sites or any part thereof, except GTE may assign this Master Lease, and any Facilities Lease and its rights with written notice provided to BPA to any entity which: is a parent, subsidiary, or affiliate of GTE; is merged or consolidated with GTE; or purchases a majority or controlling interest in the ownership or assets of GTE, provided such entity shall in writing assume without limitation this Master Lease and each applicable Facilities Lease. Any other assignment by GTE of this Master Lease and any Facilities Lease shall be only after written consent by BPA, such consent not to be unreasonably withheld.
- (b) Notwithstanding paragraph (a) of this section 20, GTE may, upon notice to BPA, mortgage, or grant a security interest in this Master Lease or any Facilities Lease, and any wireless communications equipment, and may assign this Master Lease, or any Facilities Lease, and any wireless communications equipment, to any such mortgagees or holders of security interests including their successors or assigns (hereinafter collectively referred to as "mortgagees"), provided such mortgagees agree to be bound by the terms and provisions of this lease. In such event, BPA shall execute such consent to GTE's leasehold financing as may reasonably be required by mortgagees. BPA agrees to notify GTE of any default by GTE and to give

mortgagees the same right to cure any default as GTE, or to remove any property of GTE located on the Site, except that the cure period for any mortgagee shall not be less than 30 calendar days after receipt of the default notice, as provided in section 23 of this Master Lease.

- (c) BPA may assign this Master Lease, any Facilities Lease, any Sites, or any of its rights with respect thereto without the approval or consent of GTE.

21. SUCCESSORS AND ASSIGNS

This Master Lease and any Facilities Lease shall be binding upon and inure to the benefit of the Parties, their respective successors, personal representatives, and assigns.

22. WAIVER OF LANDLORD'S LIEN

The Antenna Facilities shall be deemed GTE's personal property for purposes of this Master Lease and each Facilities Lease, regardless of whether any portion thereof is deemed real or personal property under applicable law, and except as otherwise provided in this Master Lease or in any Facilities Lease, BPA hereby consents to GTE's right to remove all, or any portion, of any Antenna Facilities from time to time in GTE's sole discretion.

23. DEFAULT AND REMEDIES

(a) Default By GTE

GTE shall be considered in default if any one or more of the following events occurs:

- (1) GTE fails to pay any amounts due under this Master Lease other than amounts payable due to GTE's use of a Site under a Facilities Lease, within 10 business days after written notice of such failure from BPA;

- (2) GTE fails to pay any amounts payable due to GTE's use of a Site under a Facilities Lease within 10 business days after written notice of such failure from BPA;
- (3) a petition is filed by or against GTE under the Federal Bankruptcy Code or any similar law or statute of the United States or any State (and with respect to any petition filed against GTE, such petition is not dismissed within 60 calendar days after the filing thereof), or GTE is adjudged bankrupt or insolvent, or a receiver, custodian, or trustee is appointed for GTE or for any of the assets of GTE which appointment is not vacated within 30 calendar days of the date of the appointment, or GTE becomes insolvent, is unable to pay its debts as they become due, or makes a transfer in fraud of creditors;
- (4) GTE fails to perform or observe any nonmonetary term or condition of this Master Lease or a Facilities Lease relating to GTE's operations at a specific Site, and not all Sites leased under this Master Lease and such failure continues for 30 calendar days after written notice from BPA; **provided, however**, that if such failure is capable of being cured, but not within such 30 calendar day period, such period shall be extended so long as GTE commences appropriate curative action within such 30 calendar day period, and thereafter diligently prosecutes such cure to completion as promptly as possible.

(b) **Default By BPA**

BPA will have committed an Event of Default if BPA fails to perform or observe any term or condition of this Master Agreement or a Facilities Lease and such failure continues for 30 calendar days after written notice from GTE; **provided, however**, that if such failure is capable of being cured, but not within such 30 calendar day period, such period shall be extended so long as BPA commences appropriate curative action within such 30 calendar day

period, and thereafter diligently prosecutes such cure to completion as promptly as possible.

(c) **Remedy**

A default under paragraphs (1) or (3) of paragraph (a) of this section 23 shall be a default under this Master Lease, and a default under paragraphs (2) or (4) shall be a default under the applicable Facilities Lease.

So long as an Event of Default under this Master Lease continues, BPA (without notice or demand except as expressly required above) may, in addition to any other remedy it may have under applicable law, terminate this Master Lease and all Facilities Leases.

So long as an Event of Default applicable to a Facilities Lease continues BPA (without notice or demand except as expressly required above) may, in addition to any other remedy it may have under applicable law, terminate the applicable Facilities Lease. In either event GTE shall surrender the applicable Sites within 30 days of termination.

24. MISCELLANEOUS

- (a) This Master Lease and each Facilities Lease shall constitute the entire agreement and understanding of the Parties with respect to the Site and Improvements that are the subject matters of the Facilities Lease and supersedes all offers, negotiations, and other agreements, with respect thereto. Each Facilities Lease shall be a separate contract and, except as otherwise provided herein the occurrence of any default under one Facilities Lease, shall not be deemed to constitute a default under any other Facilities Lease. There are no representations or understandings of any kind not set forth in this Master Lease or in the Facilities Leases. Any amendment to this Master Lease or any Facilities Lease must be in writing and executed by both Parties.

- (b) Either Party hereto that is represented in this transaction by a broker, agent, or commission salesperson (a "Representative") shall be fully and exclusively responsible for the payment of any fee, commission, or other compensation owing to such Representative, and shall indemnify and hold the other Party harmless from and against any claim to a fee, commission, or other compensation asserted by such Representative, including reasonable attorneys' fees and costs incurred in defending such claim.
- (c) Each Party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease) necessary to protect its rights under this Master Lease and any Facilities Lease. Neither Party shall record this Master Lease or any Facilities Lease pertaining thereto, but GTE may record, in lieu thereof, the aforementioned Memorandum of Lease.
- (d) This Master Lease and any Facilities Lease shall be construed in accordance with Federal law and, to the extent applicable, the laws of the State in which the Sites are located.
- (e) If any term of this Master Lease or any Facilities Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Master Lease or such Facilities Lease, which shall continue in full force and effect; provided that BPA shall have the right to terminate this Master Lease if the invalidity of any provision causes a material frustration of this Master Lease such that GTE cannot perform its obligations thereunder.

25. FORCE MAJEURE

If a party is delayed or hindered in, or prevented from the performance required under this Master Lease or any Facilities Lease by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God or other events, causes or conditions beyond such Party's reasonable control, such Party claiming Force Majeure shall give notice and full particulars of such Force Majeure in writing

to the other Party within 5 business days after the occurrence of the Force Majeure event, cause, or condition. Any obligations that such Party claims it is unable to perform due to Force Majeure shall be suspended during the continuance of such event of Force Majeure. The Party claiming Force Majeure shall use reasonable efforts to remedy and minimize the effects of such Force Majeure within 90 calendar days from the date of notice of such Force Majeure. The period for the performance shall be extended for the period of such delay. If the performance of such suspended obligations is not resumed after the 90-calendar day period, either Party may terminate the applicable Facilities Lease or, if applicable, the Master Lease. Neither Party shall be liable under this Master Lease or any Facilities Lease for, or be considered to be in breach or default under, this Master Lease or any Facilities Lease on account of any delay in performance due to Force Majeure unless otherwise specified in either agreement.

26. **AUDIT PROCEDURES**

(a) **Records**

The Parties shall maintain true and correct sets of records in connection with the performance of this Master Lease and all transactions related thereto and shall retain all such records for a period of not less than 3 years. The Parties shall also maintain true and correct sets of records in connection with its accounting, billing, and collection relating to amounts payable hereunder, and shall retain all such records for a period of not less than 3 years after each such transaction.

(b) **Audit Rights**

Either Party shall have the right to perform an audit of each other's books, records, and documents used in or relating to the costs to construct, repair, and maintain the Site and Improvements under the Master Lease and Facilities Lease. Such audit may be performed within 36 months after the date that a bill or refund voucher is rendered by either Party. Each Party shall be responsible for all expenses incurred in the performance of an audit

pursuant to this section. In the event that the Parties agree that the auditing party's audit is determined to be correct, the nonauditing party shall reimburse the auditing party the agreed upon amount. In the event that the nonauditing party disagrees with the results of the other Party's auditing and resolution is not reached between the Parties, the Parties agree to resolve the dispute pursuant to section 27 of this Agreement.

27. DISPUTE RESOLUTION

- (a) Pending resolution of a disputed matter, the Parties shall continue performance of their respective obligations hereunder, provided that neither Party shall be required to take any action pending such resolution which it had been advised by counsel, or which it reasonably believes, is unlawful or not permitted pursuant to applicable regulations or permit requirements. Other than disputes relating to safety or which may be the basis for an injunction or temporary restraining order, any dispute between the Parties arising out of this Agreement or breach thereof, or out of performance under this Agreement, is subject to the process described in this section 27. The Parties shall first attempt to resolve such dispute by mediation. If not resolved by mediation, then the matter must be submitted to the American Arbitration Association (AAA) for arbitration before a sole arbitrator.
- (b) A meeting will be held promptly between the Parties to attempt in good faith to negotiate a resolution of the dispute. The meeting will be attended by individuals with decision-making authority regarding the dispute. If within 30 calendar days after such meeting the Parties have not succeeded in resolving the dispute, within 30 calendar days thereafter, upon the written notice from either Party to the other Party, the Parties shall submit the dispute to a mutually acceptable third party mediator who is acquainted with dispute resolution methods. The mediation shall be nonbinding. If the dispute is not resolved by mediation either Party may initiate an arbitration with the AAA, upon the written notice from either Party to the other Party.

The dispute shall be resolved by arbitration under the rules and administration of the AAA, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Neither Party is entitled to seek or recover punitive damages in considering or fixing any award under these proceedings.

- (c) The costs of mediation and arbitration, including any mediator's fees, AAA administration fee, the arbitrators fee, and costs for the use of facilities during the hearings, shall be borne equally by the Parties. Reasonable attorneys' fees may be awarded to the prevailing party (provided such a party can clearly be determined from the proceedings) at the discretion of the arbitrator. Each Party's other costs and expenses will be borne by the Party incurring them.

IN WITNESS WHEREOF, the Parties have entered into this Master Lease Agreement as of the date first written above.

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By: Kevin A. Ward

Name: Kevin A. Ward

Title: Transmission Account Executive

Date: 4/23/98

GTE WIRELESS OF THE PACIFIC INCORPORATED

By: Michael Millegan

Name: Michael Millegan

Title: Area President - NW

Date: 5/29/98

FACILITIES LEASE
No. _____

(Multiple Site Component)

THIS FACILITIES LEASE, is entered into this _____ day of _____, 1996, between the UNITED STATES OF AMERICA (Government), Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (BPA), and GTE Wireless of the Pacific Incorporated (GTE), a Delaware corporation, each of which may be referred to herein individually as a "Party" and collectively as "Parties."

1. INCORPORATION OF MASTER LEASE

All terms and conditions of the Master Lease between BPA and GTE, dated _____, 1996, are incorporated herein by reference and made a part hereof without the necessity of attaching the original or any copy of the Master Lease. The terms and conditions of the Facilities Lease shall govern with respect to the subject matter hereof, and, unless otherwise defined herein, capitalized terms shall have the respective meanings ascribed thereto in the Master Lease.

2. TERM

The initial term of this Facilities Lease shall be 5 years, commence on execution hereof and expire on _____.

3. AMENDMENTS

Amendments to this Facilities Lease, including any exhibits, shall be made by mutual agreement of the Parties.

4. ANNUAL CHARGE

The Annual Charge hereunder shall be payable as provided in the Master Lease in the amount of \$ _____ per year.

5. SITE

(a) The location of the Site is:

(b) The legal description of the Site is set forth on Exhibit ___ hereto.

6. ACCESS

Access to the Site will be as follows:

7. IMPROVEMENTS

(a) The Improvements constructed or to be constructed on the Site are as follows:

(b) The Improvements are situated on the Site as depicted on the drawing attached hereto as Exhibit ____.

(c) The Target Date for the Improvements is _____.

8. PREMISES

The Premises leased by BPA to GTE are as depicted on the drawing attached hereto as Exhibit ____.

9. ANTENNA FACILITIES

(a) The Antenna Facilities are described as follows:

(b) A description of the Cabinets to be used:

(c) The additional facilities or services necessary include:

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Contract No. 96MS-95361
GTE Wireless of the Pacific
Incorporated
Effective on the Effective Date

(d) The Antenna Facilities shall be initially configured generally as set forth in Exhibit ____.

10. COORDINATION PROVISIONS BETWEEN BPA AND GTE

11. ADDITIONAL PROVISIONS

Exhibit A, Page 4 of 4
Contract No. 96MS-95361
GTE Wireless of the Pacific
Incorporated
Effective on the Effective Date

13. PROJECT DESCRIPTION

Attached _____

None Attached _____

14. ANNUAL CHARGE

Charges _____ Amount _____

Annual Charge:

Total Annual Fee:

The Parties have entered into this Facilities Lease as of the first date above written.

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By: Kevin A. Ward

Name: Kevin A. Ward

Title: Transmission Account Executive

Date: 4/23/98

GTE WIRELESS OF THE PACIFIC INCORPORATED

By: Michael Millegan

Name: Michael Millegan

Title: Area President - NW

Date: 5/29/98

SITE LEASE ACTIVITIES AND CHARGES

This exhibit provides standard charges for leased Sites at substations, communication tower sites, raw land, and transmission towers. If a Site has to be modified to accommodate a nonstandard request, an additional reimbursement of construction costs will be determined pursuant to the appropriate table addendum to Exhibit A.

Standard Leased Site Activities and Charges

1. Substations or Communication Tower Sites

A standard Site package includes: (a) BPA-provided space on the existing structure and; (b) up to a 10 foot by 12 foot pad area for cabinets/equipment will be constructed by GTE at GTE's expense; (c) GTE may install, operate, and maintain an initial set of six antenna on BPA's structure; (d) if the Site is a Fee-Owned Site, BPA may obtain any necessary public approvals for GTE, if any; (e) regardless of ownership rights by BPA, GTE will obtain FAA approval and perform any necessary FCC filing; and (f) BPA will provide to GTE all appropriate tax parcel identification numbers for the proposed site and arrange for GTE's RF test at a time coordinated between BPA and GTE. Any deviations from this standard Site package are considered "Non-Standard Leased Site Activities and Charges" and are addressed within such section of this exhibit.

(1)	Processing Fee (one time, up front)	\$ 400
(2)	Commitment Fee (one time, up front)	\$4,000
(3)	Tower Co-Location Fee on an existing structure or on a newly erected monopole up to 100 feet in height.	\$1,500/mo.

2. Raw Land Sites

A standard Site package includes: (a) BPA providing 1,000 square feet of land for GTE's construction, operation, and maintenance of a tower structure, Antenna Facility and other related equipment and Improvements at GTE's expense; (b) if the Site is a Fee-Owned Site, BPA will obtain any necessary public approvals for GTE, if any; (c) regardless of ownership rights by BPA, GTE will obtain FAA approval and perform any necessary FCC filing; and (d) BPA will provide to GTE all appropriate tax parcel identification numbers for the proposed site and arrange for GTE's RF test at a time coordinated between BPA and GTE. Any deviations from this standard Site package are considered "Non-Standard Leased Site Activities and Charges" and are addressed within such section of this exhibit.

(1)	Processing Fee (one time, up front)	\$400
-----	-------------------------------------	-------

(2) Standard Site \$800/mo.

3. **Transmission Tower Sites**

A standard Site package includes: (a) Space provided by BPA on the existing structure at a minimum of 100 feet; (b) up to a 10 foot by 12 foot pad area for cabinets/equipment will be constructed by GTE at GTE's expense; (c) GTE may install, operate, and maintain a maximum of six antennae on BPA's structure, in coordination with BPA; (d) if the Site is a Fee-Owned Site, BPA will obtain any necessary public approvals for GTE; (e) if the Site is a Non-Fee-Owned Site, GTE will obtain all necessary public approvals; and (f) regardless of ownership rights by BPA, GTE will obtain FAA approval and perform any necessary FCC filing. Any deviations from this standard Site package are considered "Non-Standard Leased Site Activities and Charges" and are addressed within such section of this exhibit. All construction, installation, maintenance, and repair activities on this property type will be coordinated between BPA and GTE unless stated otherwise in the Facilities Lease

(1) Processing Fee (one time, up front) \$400
(2) Commitment Fee (one time, up front) \$4,000
(3) Tower Co-Location Fee on an existing structure \$1,000/mo.

4. **Non-Standard Leased Site Activities and Charges**

(a) **Additional Tower Height Fee** \$1.50/ft./mo.
Any additional height required on a BPA Transmission structure over 100 feet.

(b) **Additional Antenna Fee** \$150/mo.
Any additional antennae required over six Panels/whips per Antenna Facility. In addition, GTE will undertake to perform the installation of such additional antennas at its own expense.

(c) **Ice Shield Fee** \$6,500/Site
If necessary, an Ice Shield shall be provided, installed and maintained by BPA. Said Ice Shield Fee shall be a one time fee per site.

- (d) **Site Escort Service Fee** \$75.00/hr.
BPA's fee for accompaniment to the Site in situations where coordination for GTE's investigation, testing, construction, installation, maintenance, repair and dismantlement is required, pursuant to this Master Lease, or reasonably required by BPA. The hourly rate will be billed with reasonable supporting documentation and made part of the Annual Charge for the respective Facilities Lease.
- (e) **Utility Service Fee** (to be determined)
At GTE's option, BPA will provide electricity and telephone service to the Site. Dependent on the scope of the work at a particular Site, the fee will be negotiated at the time of request, billed with reasonable supporting documentation and made part of the Annual Charge for the respective Facilities Lease.
- (f) **Microwave Dish Fee** \$3,000.00
At GTE's option, GTE may install a microwave dish on a BPA Communications Tower or Transmission Tower in exchange for a one-time fee of \$3,000, provided that said Microwave Dish is no larger than 4 feet in diameter. GTE shall not be charged a fee if said Microwave Dish is installed on a tower erected by GTE.
- (g) **Repeater Site** \$500 per month
A repeater site will consist of two (2) antennas/dishes mounted to an existing BPA Transmission Tower or Communications Tower. Additionally, the electronic equipment shall consist of a 3' x 3' box which can be either mounted on either a Transmission Tower or Communications Tower, or placed at grade. Such repeater applications shall require appropriate power and telephone service to the site, which shall be provided by GTE at its expense. GTE shall be responsible for all construction work pertaining to Repeater Sites on communication towers and BPA/GTE shall be responsible for all construction on transmission towers.

Exhibit C, Page 1 of 1
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Incorporated
Effective on the Effective Date

SUMMARY OF AGGREGATE ANNUAL CHARGE

Facilities Lease Number	Charges	In-Service Date
--------------------------------	----------------	------------------------

Total Annual Charges

Annual Amount due BPA =

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Exhibit D, Page 1 of 1
Contract No. 96MS-95361
GTE Wireless of the Pacific Incorporated
Effective on the Effective Date

NON-BPA WORKER ENTRANCE

[Insert Text Here]

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MASTER LEASE AGREEMENT
(Multiple Sites)
executed by the
UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
acting by and through the
BONNEVILLE POWER ADMINISTRATION
and
GTE MOBILNET INCORPORATED

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THIS MASTER LEASE AGREEMENT ("Master Lease"), executed August __, 1996, by the UNITED STATES OF AMERICA (Government), Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION ("BPA"), and GTE Mobilnet Incorporated ("GTE"), a Delaware corporation, each of which may be referred to herein individually as a "Party" and collectively as the "Parties."

W I T N E S S E T H :

In consideration of the mutual covenants contained in this Lease and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, BPA and GTE hereby agree as follows:

1. DEFINITIONS

The terms below are defined as used in, and for the purposes of, this Agreement.

- (a) "Access" shall mean GTE's ability to reach its facilities to, from, across, and over BPA's Site, as described in section 5.
- (b) "Activation Date" shall mean the date on which the Annual Charge shall commence as described in section 7.
- (c) "Aggregate Annual Charge" shall mean the sum of the Annual Charges for all Facilities Leases under this Master Lease, as described in section 7.

- (d) "Annual Charge" shall mean the total charge due each year for the Site described in a single Facilities Lease.
- (e) "Antenna Facilities" shall mean the unmanned wireless communications system which may consist of antennas, cables, equipment cabinets, and related equipment and facilities, and such additional equipment or Improvements necessary for transmission and reception of unmanned wireless communications on the Sites. This may, but not necessarily, include utility lines, telephone lines, and emergency backup generators, to be determined in the Facilities Lease agreement.
- (f) "Commencement Date" shall mean the date GTE initiates installation of equipment and Improvements necessary for transmission and reception of unmanned wireless communications on the Site.
- (g) "Commercial Account Plan" shall mean a plan that aggregates air-time minutes across phones by account as described in section 8.
- (h) "Commitment Fee" shall mean a one-time, upfront fee as described in section 7.
- (i) "Electric Facilities" shall mean the Site and any equipment at a Site enabling BPA to fulfill its commitment to provide electric service to its customers.
- (j) "Facilities Lease" shall mean a separate document under this Master Lease representing the agreement of the Parties at each Site for the lease of such Site as described in section 2.
- (k) "Fee-Owned Site" shall mean a Site which BPA owns absolute and without limitation including all rights of possession, control, use, and disposition.

- (l) "Governmental and Zoning Approvals" shall mean all necessary local, county, State, or Federal licenses, permits, or other approvals required for GTE's installation, operation, and maintenance of the Antenna Facilities.
- (m) "Improvements" shall mean upgrade or change to existing equipment or new construction or installation of equipment by BPA, when requested by GTE, at certain locations described in each Facilities Lease.
- (n) "Interest Rate" shall mean an interest charge of one twentieth percent (0.05 percent) applied daily to the unpaid balance until such time as the unpaid amount is paid in full.
- (o) "Non-Fee-Owned Site" shall mean a Site in which BPA has a nonpossessory right or privilege to use the land of another for a certain purpose through a permit, lease, easement, or Memorandum of Understanding.
- (p) "Permitted Use" shall mean the specific use granted by BPA to GTE as described in section 5(a).
- (q) "Process Fee" shall mean a one-time, upfront fee as described in section 7.
- (r) "Site" shall mean the location of Antenna Facilities and/or Improvements that exist or are to be constructed for use by GTE, including, but not limited to transmission line towers, communication tower sites, substation sites, and raw land.
- (s) "Site Escort Service Fee" shall mean the fee charged by BPA to accompany GTE, when necessary, to the Site as described in Exhibit B.
- (t) "Target Date" shall mean the date stated in the Facilities Lease for completion of construction which was not completed at the time of execution of the Facilities Lease.

2. LEASE DESCRIPTION

(a) Master Lease

This Master Lease grants permission for the lease of space at certain BPA locations described in each Facilities Lease to be leased to GTE for the installation, operation, and maintenance of GTE's wireless communications equipment. This Master Lease contains the basic terms and conditions upon which all or portions of certain Improvements constructed, or to be constructed by BPA at GTE's request, will be leased by BPA to GTE in accordance with each Facilities Lease.

(b) Facilities Lease

The Facilities Lease shall describe the Site, its location, Improvements, GTE's Antenna Facilities, GTE's and BPA roles and responsibilities for payment of charges, and other applicable specific terms and conditions. The Facilities Lease shall be substantially in the form of Exhibit A, incorporate all terms and conditions of this Master Lease by reference, and shall govern in case of a conflict between the Facilities Lease and the Master Lease.

3. TERM

(a) Master Lease

(1) This Master Lease shall commence upon execution by the Parties and shall expire at midnight on the day after the latest expiration date to occur under any Facilities Lease. Unless terminated pursuant to section 12 of this Agreement, in no event shall this Master Lease terminate so long as any Facilities Lease remains in full force and effect.

(2) At the expiration of the Agreement, any obligations incurred hereunder shall remain in effect until satisfied.

(b) **Facilities Lease**

- (1) Upon agreement of the Parties as to each Site for the lease of Antenna Facilities, the Parties shall execute a Facilities Lease. Each Facilities Lease shall commence upon the earlier of either: (A) 30 calendar days after delivery of the Antenna Facilities to GTE by BPA; or (B) the Commencement Date as defined in section 1(f).
- (2) The initial term of each Facilities Lease shall be 5 years in length with an option to renew.

(c) **Renewal Term**

- (1) The Renewal Term shall be each of four additional 5-year terms which, upon agreement of the Parties, may be used to extend each Facilities Lease.
- (2) GTE shall notify BPA in writing of GTE's intention to renew a Facilities Lease at least 60 calendar days prior to the expiration of the initial term or any Renewal Term; **provided, however**, that GTE's failure to so notify BPA shall be deemed an exercise of its renewal right for the next term.
- (3) The terms and conditions of the Facilities Lease and the Master Lease applicable to the initial term, including the Annual Charge, may be modified or renegotiated at the time of extension upon agreement by the Parties.
- (4) If GTE remains at the Site upon expiration of the initial term or any Renewal Term of a Facilities Lease, BPA shall either: (A) deem such possession a year-to-year tenancy under the terms and conditions of this Master Lease and the Facilities Lease pertaining to such Site; or

(B) require GTE to vacate the Site within 30 days. In the event that BPA allows a year-to-year tenancy, the Annual Charges may be adjusted upward in accordance with section 7(e).

(5) Before terminating a year-to-year tenancy as described in section 4 above, BPA shall give GTE at least 90 calendar days notice of such termination prior to the start of the year of termination.

4. **EXHIBITS**

Exhibits A through D are hereby incorporated and made a part of this Agreement.

Amendments to this Master Lease, any Facilities Lease or Exhibits thereto shall be made by mutual agreement of the Parties.

5. **USE, ZONING, AND ACCESS**

(a) **Permitted Use**

GTE's use of any leased Site shall be specifically restricted to the installation, operation, replacement, and maintenance of the Antenna Facilities. All activities and operations undertaken by GTE in, on, and about the Site shall be lawful and in compliance with all Federal Communications Commission (FCC) requirements. GTE shall, at its sole expense, comply with all Government and Zoning Approvals with respect to its use of the Site and Antenna Facilities. When feasible and necessary, BPA agrees to cooperate with GTE, at GTE's expense, in obtaining such Governmental and Zoning Approvals.

(b) **Zoning**

For any Fee-Owned Site, BPA shall obtain all zoning for the construction of the Improvements and the operation of the Antenna Facilities, at BPA's expense. For any Non-Fee-Owned Site, GTE shall, at GTE's expense, obtain all necessary Governmental and Zoning Approvals. Under any Facilities

Lease for any Non-Fee-Owned Site, the Parties may mutually agree to BPA obtaining such Governmental and Zoning Approvals for a fee to be negotiated by the Parties.

(c) **Access**

- (1) GTE, its agents, and other representatives shall have the right to enter upon the subject Site to inspect, examine, sample, and conduct all engineering tests or studies of the Site and Improvements, necessary to apply for and obtain all governmental and zoning approvals and to determine the feasibility and suitability of the Site for GTE's use, all at GTE's expense. GTE's Access to any Site will be specifically described in each Facilities Lease.
- (2) For the term of any Facilities Lease on a Fee-Owned Site, BPA shall grant to GTE, Access to the Site. If on a Non-Fee-Owned Site, GTE may be responsible for acquiring from the property owner any additional easement rights which may be necessary to allow GTE to utilize the Site for any Antenna Facilities. BPA will provide GTE with a copy of BPA's easement for any Site to enable GTE to determine the need for an additional easement, and will provide reasonable assistance to GTE in obtaining such an easement. To the extent BPA has knowledge of any limitation or planned limitation on Access to the Site, BPA agrees to provide GTE with written notice (in advance of such limitation to the extent possible) of any limitation on Access, provided that in an emergency BPA shall not be obligated to provide such notice. BPA and GTE agree to reasonably cooperate with one another and with the electrical and/or telephone company to minimize any restricted Access to any Site.
- (3) The following provisions shall govern Access to the Site by GTE unless otherwise modified in the applicable Facilities Lease.

- (A) Access for construction, routine maintenance, repair, and other routine visits shall be during normal business hours (Monday through Saturday, 7 a.m. to 7 p.m.), upon 24 hours advance notice to BPA to enable GTE to arrange for an escort to the Site. The requirement for escort service shall be determined in each Facilities Lease. GTE's Site Access shall also be governed by Exhibit D.
 - (B) In the event of an emergency, GTE may Access the Site 24 hours per day, 7 days per week, escorted by BPA as arranged using an emergency number, and thereafter pursuant to the Escort Schedule set out in the Facilities Lease.
 - (C) Access to the Site may be by foot or motor vehicle, including trucks.
 - (D) Access to the Site shall be subject to such reasonable conditions as may be imposed by BPA from time to time with 10 business days notice to GTE.
 - (E) Access by GTE to the Site is secondary to BPA's emergency power system operations and maintenance at the Site.
- (4) GTE acknowledges that the foregoing Access rights are subject to any limitations or restrictions on Access imposed upon BPA (and therefore upon GTE) by the landlord under any underlying easement relating to a particular Site. GTE agrees to abide by such limitations or restrictions provided that GTE has been given a copy of the underlying easement or has been notified by BPA of such limitations and restrictions.

- (5) BPA may escort GTE to the Site for investigation, construction, and routine maintenance and repair, pursuant to the Escort Schedule, and for a Site Escort Service Fee as defined in Exhibit B of this Master Lease.
- (6) Neither the Master Agreement nor the Facilities Leases shall confer upon GTE any right, title, estate, interest, ownership, or possessory interest in the Site, or other Improvements owned by BPA except as provided herein or in the Facilities Lease(s).

6. INTERFERENCE

GTE recognizes and acknowledges that the Sites and Improvements may be adjacent to Electric Facilities. GTE hereby acknowledges and agrees that BPA's Access to and use of the Electric Facilities in the normal course of providing electric service, including activities related to electric outages and emergencies of whatever type and however caused, shall not constitute an impermissible interference with GTE's use of the Site and that BPA shall not be liable to GTE as a result of any interference in any way arising from such use.

(a) Interference By GTE

- (1) GTE, its licensees, employees, invitees, contractors, or agents shall not engage in any activity on or about a Site, or the Improvements thereon, in any way that interferes with Access to and use of the Electric Facilities by: (A) BPA; or (B) other lessees, existing or future, in the normal course of providing electric service, or which compromises the security and integrity of the Electric Facilities.
- (2) GTE shall be required to meet all reasonable requirements related to security, quality, installations, interference, site appearance, and any other safety and reliability requirements identified by BPA.

(b) **Interference By BPA**

- (1) BPA, its tenants, licensees, employees, invitees, contractors, or agents shall not engage in any activity on or about a Site or use the Site or Improvements thereon, in any way which interferes with GTE's Permitted Use and Access to the Site.
- (2) BPA shall not permit the installation of any future equipment which results in technical interference problems with GTE's then existing equipment.

(c) **Remedies Due to Interference**

- (1) GTE shall resolve technical interference problems to BPA's reasonable satisfaction with any equipment located at the Site on the Commencement Date of any Facilities Lease or any equipment that becomes attached to the Site at any future date when GTE adds additional equipment to the Site.
- (2) Elimination of interference shall be accomplished first by modification of GTE's equipment and then, if not corrected, by modification of BPA's equipment at the expense of GTE.
- (3) If radio frequency interference results from GTE's operations on a Site, BPA may order corrective measures to be taken immediately and interference eliminated within 5 business days from receipt of notice. In the event that radio frequency interference should result from GTE's installation or operation of the Antenna Facility, or other actions by GTE render BPA's equipment unusable for the operations, control, and protection of the power system, GTE shall be responsible for immediately ceasing such operations or actions, and eliminating the interference to the satisfaction of BPA before resuming operation.

GTE will assume all costs of the corrective measures needed to eliminate any radio frequency interference to BPA's operations arising from GTE's operations or modify it to the satisfaction of BPA.

- (4) In the event that BPA determines that an existing incompatibility between BPA's and GTE's radio systems cannot be corrected, GTE shall cease transmitting operations immediately. The Facilities Lease shall cease and terminate in 30 days. Notwithstanding anything to the contrary contained within this Master Lease, GTE shall not be responsible for remedying any radio frequency interference arising from BPA's failure to operate its equipment in the radio frequency band licensed to BPA by the National Telecommunication and Information Administration (NTIA). BPA shall be responsible for resolving such interference problems to be in compliance with allowable NTIA radio frequency bands.

7. FEES AND CHARGES

(a) **Process Fee**

GTE shall submit a Process Fee of \$400 per Site to begin the initial investigation as to the availability of the Site, and to put a placeholder on the specific Site identified. This fee is not refundable.

(b) **Commitment Fee**

Within 30 calendar days after the execution of each Facilities Lease, GTE shall pay to BPA the appropriate Commitment Fee as specified in Exhibit B. Except as specifically provided in section 12, the Commitment Fee shall be nonrefundable and shall not be applied as an offset to Annual Charges or any other payment due hereunder.

(c) **Annual Charge**

The Annual Charge for each Site shall be paid to BPA in accordance with the schedule set forth in the attached Exhibit A, and based on the sum of the established fees in Exhibit B for each Facilities Lease. The Annual Charge shall commence on the Activation Date, which will be the earlier of:

(1) 30 calendar days after the issuance of permission to install GTE's equipment; or (2) the first day of the month following the Commencement Date. Except as provided in section D below, the Annual Charge shall be payable 30 calendar days after receipt of a written invoice (Payment Date) to BPA at BPA's address in section 17 hereof. Payments not received by BPA when due shall bear an interest at the Interest Rate. Late payments shall be collected pursuant to the Debt Collection Act of 1982, Pub. L. No. 97-365.

(d) **Aggregate Annual Charge**

In the event of more than one Site, the payment shall be an Aggregate Annual Charge for all Facilities Leases under this Master Lease due for the forthcoming year, and summarized in Exhibit C of this Agreement. In the event of a partial year Facilities Lease, charges for such Facilities Lease shall be prorated to the nearest full month and GTE shall be invoiced 30 calendar days after GTE's installation of the Antenna Facilities at a Site. Unless otherwise agreed to by BPA, if a Facilities Lease is terminated on a day other than on the anniversary of the Activation Date, GTE is responsible for payment of the Annual Charge for the entire year in which the termination of such Facilities Lease occurs.

Unless otherwise described in this section, BPA shall provide an invoice to GTE, within the first month of each calendar year for the Aggregate Annual Charge for all Facilities Leases covered under this Master Agreement for such year.

(e) **Escalation of Annual Charge**

The Annual Charge for use of each Site will be subject to review at least annually and revised in accordance with then current values. Lessee will be notified at least 60 days in advance of revised Annual Charges.

8. **OTHER CONSIDERATION**

In addition to the Annual Charge for each Facilities Lease, GTE shall provide to BPA under the terms of GTE's customary use agreement, three standard CDMA handsets with \$65 of airtime credit per handset per month, not to exceed \$325 per month total credit. The \$65 monthly credit per phone shall be exclusive of roaming and long distance charges, and shall not be cumulative (i.e., any credited amount unused shall not accumulate to the next month). BPA shall promptly pay for any charges exceeding the \$65 credit, and roaming or long distance charges upon being billed by GTE. If GTE offers a Commercial Account Plan or similar plan that aggregates air-time minutes across phones by account, BPA shall be entitled to a total credit of \$325 per month (which will be exclusive of roaming and long distance charges) which shall not accumulate from month to month. The three handsets associated with each Facilities Lease will be replaced with three new equivalent models at each Renewal Term of the Facilities Lease. This credit shall only apply to areas covered by GTE Mobilnet network service area.

9. **IMPROVEMENTS**

(a) In the event that construction of Improvements related to a Facilities Lease is not completed at the time of execution of the Facilities Lease, a Target Date for completion shall be set out in the Facilities Lease. As soon as practicable after execution of the Facilities Lease, BPA shall provide to GTE a copy of its plans for construction of the Improvements, and a schedule for completion of construction by the Target Date for GTE's review and approval, which approval shall not be unreasonably withheld or delayed. After approval by GTE, BPA may not make material changes to such plans or

schedule without the approval of GTE, which approval shall not be unreasonably withheld or delayed.

Construction or modification of BPA's existing transmission or microwave structures will be at BPA's expense, in a good and workmanlike manner, and in accordance with applicable construction codes. Except for BPA's gross negligence or willful act, failure of BPA to meet the construction schedule shall not be considered a default under this Master Lease or any Facilities Lease. In addition, the Master Lease or any Facilities Lease shall not be void or voidable nor shall BPA be liable to GTE for any loss or damage of any type or kind resulting from a failure to meet the construction schedule; **provided, however,** that if BPA does not complete the construction of the Improvements within 30 calendar days after the Target Date, GTE shall have the right to terminate such Facilities Lease as provided in section 12.

- (b) BPA shall, at BPA's expense, keep and maintain the Improvements in commercially reasonable condition and repair during the term of any Facilities Lease.
- (c) GTE shall be responsible for arranging for the installation of electric and telephone service to the Site suitable for GTE's use, and shall be responsible for payment of such utility services unless otherwise specified in the Facilities Lease.
- (d) BPA is entitled at any time and without notice to GTE to inspect the Site or the Improvements, excluding the Antenna Facilities.

10. ANTENNA FACILITIES

- (a) BPA may inspect the Antenna Facilities upon 24-hour prior notice to GTE. GTE may have a representative present at any inspection of the Antenna Facilities.

- (b) GTE shall own the Antenna Facilities at all Sites. GTE shall have the right, at its expense, to install, construct, and maintain the Antenna Facilities on Sites excluding transmission structures. BPA shall perform installation, maintenance, and repairs of GTE's Antenna Facilities at BPA's transmission tower Sites in coordination with GTE and at GTE's expense. BPA shall respond to GTE's request to coordinate installation of the Antenna Facilities within 10 business days after receiving GTE's request.
- (c) Roles and responsibilities of each Party for communication tower sites, raw land, and substation sites shall be negotiated by BPA and GTE within each Facilities Lease. Prior to commencing any installation or material alteration of the Antenna Facilities, GTE shall provide to BPA GTE's plans for installation or alteration work for approval, which approval shall not be unreasonably withheld, conditioned, or delayed. If BPA fails to notify GTE of BPA's approval or disapproval of any plans within 15 calendar days after GTE submitted plans, BPA will be deemed to have approved the plans; **provided, however**, BPA may extend the response period up to 30 calendar days by notifying GTE of such extension within 5 business days after GTE's submittal of the plans.
- (d) GTE's replacement of substantially the same equipment in the course of repairs or upgrading the Antenna Facilities shall not be a material alteration. Any structural work or material alteration specifically related to Antenna Facilities on the Site must be approved by a licensed structural engineer at GTE's sole cost and expense and approved by BPA. After prior notification, any alteration that materially increases the size and/or height of the Antenna Facilities shall be approved by BPA and shall result in an increase in the Annual Charge for the Site as negotiated by GTE and BPA after notification described in this section. Any BPA approvals, hereunder, shall not be unreasonably withheld.

All of GTE's work shall be performed at GTE's expense, in a good and workmanlike manner, and in accordance with applicable laws, ordinances, and BPA's safety regulations and policies. Such work shall not adversely affect the structural integrity, maintenance, operations, or use of the Site or the Improvements, and shall not interfere with or adversely affect any Electric Facilities or Access thereto. GTE shall have the right to modify, supplement, replace, or upgrade the Antenna Facilities as necessary, except transmission towers, at any time during the term of the Facilities Lease relating thereto as it may be extended; **provided, however,** that GTE shall not relocate the Antenna Facilities or any portion thereof anywhere on the Site or Improvements. Upon request by GTE, BPA shall modify, supplement, replace, or upgrade the Antenna Facilities and other Improvements on transmission towers, in coordination with GTE at GTE's expense.

GTE is not authorized to contract for or on behalf of BPA for work on, or the furnishing of materials to, any Site or Improvements. GTE may provide recommendations to BPA for work to be done or materials furnished to any Site or Improvements by BPA.

- (e) The Antenna Facilities shall remain the exclusive property of GTE, and GTE shall have the right to remove all or any portion of the Antenna Facilities at any time during the term of this Master Lease or the term of the relevant Facilities Lease.
- (f) Upon expiration or termination of any Facilities Lease, BPA and GTE shall coordinate for the removal of the Antenna Facilities, at GTE's expense, from any Site, and any other property which it brought to, installed on, or deposited at the Site or Improvements, and shall return the subject Site in good condition, normal wear and tear, casualty, and condemnation loss excepted. Failure to remove any property within 30 calendar days after the expiration or earlier termination of the Facilities Lease pertaining to such

property shall be an abandonment and BPA may remove or dispose of any such property at GTE's cost and expense in any manner without liability.

11. ACCEPTANCE OF SITES

GTE is deemed to take possession of the Site on the date that GTE begins installation of Antenna Facilities on the Site. Taking possession of the Site by GTE is conclusive evidence that GTE:

- (a) accepts the Site as suitable for the purposes for which it is leased;
- (b) accepts each Site and Improvements and every part thereof AS IS, with all faults, except for latent defects;
- (c) waives any claims against BPA arising from defects not known to BPA or defects otherwise disclosed to GTE in the Site or Improvements, or their suitability for any particular purposes except as such defects or unsuitability of the Site or Improvements are caused by the negligence or willful act or omission of BPA or BPA's employees, agents, or contractors; and
- (d) if, in the sole and absolute opinion of GTE, the Site or Improvements are not suitable for GTE's intended use, GTE may terminate the Facilities Lease as provided in section 12.

12. TERMINATION

- (a) Except as provided in section 11 and section 23, a Facilities Lease may be terminated only as follows.
 - (1) By BPA upon 90 calendar days written notice to GTE if: (A) any equipment placed on the Site or Improvements by GTE unreasonably interferes with BPA's or any other Telecommunication Provider's use of their respective Facilities; or (B) any equipment placed on the Site

or Improvements by GTE unreasonably interferes with BPA's Access to or use of the Site or Improvements to carry out its power responsibility; **provided, however**, with respect to this clause, GTE shall have 90 calendar days after notice from BPA to resolve such interference and BPA shall, at GTE's expense, reasonably cooperate with GTE to resolve any such interference.

- (2) By GTE upon 30 calendar days prior written notice if it is unable to obtain, after reasonable efforts to do so, any Governmental and Zoning Approvals provided that all construction costs incurred by BPA shall be reimbursed by GTE.
- (3) By GTE, upon 30 calendar days prior written notice to BPA, if GTE is unable to obtain any easement described in section 5.
- (4) By GTE, in accordance with section 7, upon 2 business days prior written notice to BPA, which notice shall be given within 30 calendar days after the execution of the applicable Facilities Lease;
- (5) By GTE, in accordance with section 9, upon 2 business days prior written notice to BPA, which notice shall be given within 60 calendar days after the Target Date.
- (6) By GTE, in accordance with section 18, upon 10 business days prior written notice to BPA.
- (7) By GTE upon 60 calendar days prior written notice if GTE determines, in its reasonable discretion exercised in good faith that the subject Site is no longer consistent with the minimal operational requirements of GTE's communications system.

(8) If incompatibility existing between the Parties' radio systems cannot be corrected as described in section 6, Interference, the lease shall terminate 30 calendar days after ceasing operating.

(b) In the event of termination of a Facilities Lease under this section 12, any prepaid Commitment Fees or Annual Charges applicable under this Agreement shall be nonrefundable by BPA to GTE.

13. CONDEMNATION AND CASUALTY

If at any time during the term of any Facilities Lease all or "substantially all" (such that the remaining portion thereof shall not be of sufficient size or condition to permit the continuation of GTE's use in a commercially reasonable manner) of the Site or Improvements applicable to such Facilities Lease shall be taken in the exercise of the power of eminent domain by any governmental or other authority, or by deed in lieu of condemnation, or shall be damaged or destroyed, then such Facilities Lease shall terminate, which termination shall be effective as of the date of the vesting of title in such taking or such damage or destruction. With respect to condemnation, the Parties shall each be entitled to pursue their own separate awards with respect to such taking. In the event of any damage, destruction, or taking of less than all or substantially all of the Site or Improvements, such Facilities Lease shall continue, and BPA and GTE shall be entitled to pursue their own separate awards with respect to any taking.

14. TAXES AND FEES

(a) GTE shall pay any fees, licenses, or taxes, including, but not limited to any personal property taxes assessed on, or any portion thereof attributable to, the Antenna Facilities and GTE's construction, operation and maintenance thereof. GTE shall also pay any increase in real property taxes, or any fees and assessments levied against GTE which are attributable to GTE's use of the Antenna Facilities through an adjusted Annual Charge. GTE acknowledges that if there are other lessees in addition to GTE leasing the

Site or Improvements, GTE and each other lessee shall pay an equal portion of such increase. BPA agrees to furnish proof to GTE of such increase in real property taxes and the amount of any such fees and assessments.

- (b) GTE shall keep any Site and Improvements free from any liens and encumbrances, arising from its performance of this Agreement. BPA shall have the right, but not obligation, to pay all amounts due and discharge such lien or encumbrance, upon 30 calendar days prior written notice to GTE. In the event BPA causes such liens or encumbrances to be discharged, GTE shall pay such amounts to BPA upon demand together with interest at the Interest Rate, accruing from the date that BPA makes payment discharging such liens or encumbrances until the date BPA receives full reimbursement from GTE.

15. **INSURANCE**

- (a) **General**

At all times during the term of this Master Lease, GTE, at its own cost and expense, shall provide and maintain the insurance specified by this section.

- (b) **Evidence Required**

On the effective date of this Master Lease, GTE shall provide BPA with a certificate of insurance ("Certificate of Insurance") executed by an authorized representative of the insurer(s) evidencing that GTE's insurance complies with this section. A copy of all required endorsements shall be attached to and form a part of the Certificate of Insurance.

- (c) **Notice of Cancellation, Reduction, or Material Change in Coverage**

Policies shall be endorsed to provide BPA with 30 calendar days' prior written notice of any cancellation, reduction, or material change in coverage. If insurance coverage is due to be canceled, reduced, or materially changed, GTE shall, within 30 calendar days before the effective date of such

cancellation, reduction, or material change, obtain the coverage required under this section 15 and provide to BPA documentation evidencing such coverage. GTE shall be responsible to the extent not caused by BPA's negligence, for the costs of any damage, liability, or injury occurring during such cancellation, reduction, or material change in insurance coverage which are not otherwise covered by insurance; provided that GTE shall not be responsible for the costs of any damage, liability, or injury occurring during any such period if such damage, liability, or injury was caused by BPA's negligence or willful misconduct.

(d) **Qualifying Insurers**

Policies shall be issued by companies which hold a current policyholders alphabetic and financial size category rating of not less than A:X, according to Best's Insurance Reports.

(e) **Insurance Required**

(1) **Liability**

Commercial general liability insurance for bodily injury (including death) and property damage shall provide limits of not less than \$10 million per occurrence.

(A) Coverages included shall be:

- (i) Sites and operations;
- (ii) broad form property damage;
- (iii) products and completed operations;
- (iv) blanket contractual liability;

- (v) personal injury liability;
- (vi) cross-liability and severability of interests; and
- (vii) independent contractors liability.

(B) Coverage shall be endorsed to include the following:

- (i) inclusion of GTE, its officers, representatives, agents, and employees as an additional insured as respects services or operations in connection with this Agreement; and
- (ii) stipulation that the insurance is primary insurance and that no insurance or self-insurance of BPA will be called upon to contribute to a loss.

(2) **Business Automobile Liability Insurance**

Business Automobile Liability Insurance for bodily injury (including death) and property damage shall provide total limits of not less than \$2 million combined single limit per occurrence to all owned, nonowned, and hired vehicles.

(3) **Workers' Compensation/Employer's Liability Insurance**

Statutory Workers' Compensation and Employer's Liability Insurance for not less than \$1 million per occurrence shall apply to employer's liability coverage for all employees engaged in services or operations under this Agreement. The policy shall include broad form all-States/other States coverage.

(f) **Special Provisions**

- (1) The foregoing requirements as to the types and limits of insurance coverage to be maintained by GTE, and any approval of said insurance by BPA or GTE, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by GTE pursuant to this Agreement, including, but not limited to, the provisions concerning indemnification.
- (2) BPA acknowledges that some insurance requirements contained in this section 15 may be fulfilled by a funded self-insurance program of GTE. However, this shall not in any way limit liabilities assumed by GTE under this Agreement. Any use of self-insurance must be first approved in writing by BPA.

16. INDEMNIFICATION; WAIVER OF DAMAGES

(a) **Indemnification By GTE**

- (1) To the extent allowed by law, GTE shall release and indemnify, defend, and hold harmless BPA and each of its directors, officers, agents, representatives, subcontractors, and employees (the "BPA's Indemnitees") from and against any and all claims for injury to or death of a person, including an employee of BPA or a BPA Indemnatee, or for loss of or damage to property resulting directly or indirectly from GTE's performance or nonperformance of this Master Lease or a Facilities Lease, except to the extent that such claim is the result of the negligence or willful misconduct of a BPA or BPA Indemnatee.
- (2) If negligence or willful misconduct of a BPA or a BPA Indemnatee has contributed to a claim, GTE shall not be obligated to indemnify BPA

or BPA Indemnitees for the proportionate share of such claims caused by such negligence or willful misconduct. BPA shall have the right, at its own cost, to retain counsel, to monitor, or participate in the defense of any claim.

(b) **Indemnification By BPA**

- (1) To the extent allowed by the Federal Tort Claims Act, BPA shall release and indemnify, defend, and hold harmless GTE and each of its directors, officers, agents, representatives, subcontractors, and employees (the "GTE Indemnitees") from and against any and all claims for injury to or death of a person, including an employee of GTE or an GTE Indemnity, or for loss of or damage to property resulting directly or indirectly from BPA's performance or nonperformance of this Master Lease or a Facilities Lease, except to the extent that such claim is the result of negligence or willful misconduct of GTE or a GTE Indemnitee.
- (2) If negligence or willful misconduct of a GTE or a GTE Indemnitee has contributed to a claim, BPA shall not be obligated to indemnify GTE or GTE Indemnitees for the proportionate share of such claims caused by such gross negligence or willful misconduct. GTE shall have the right, at its own cost, to retain counsel, to monitor, or participate in the defense of any claim.

(c) **Waiver of Certain Damages**

Each Party hereby waives any right to consequential, incidental, special or indirect damages, or damages for lost profits or exemplary damages with respect to any claim arising out of or related to this Master Lease or a Facilities Lease.

17. NOTICES

All notices, requests, demands, and other communications shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to BPA regarding
the Master Lease Agreement:

Bonneville Power Administration
P.O. Box 3621
Portland, OR 97208-3621
Attn: Kevin Ward, Telecommunication
Services Specialist

With a copy to:

Bonneville Power Administration
P.O. Box 3621
Portland, OR 97208-3621
Attn: Jane Selby, Contract Management

If to BPA regarding
Payments & Financial Matters:

Bonneville Power Administration
Accounting Operations - FRO
P.O. Box 6040
Portland, OR 97208-6040

With a copy to:

Bonneville Power Administration
P.O. Box 3621
Portland, OR 97208-3621
Attn: Kevin Ward - TETE
Phone: (503) 230-3860
Fax: (503) 230-7675

If to GTE:

GTE Mobilnet Incorporated
Attn: Network Director
Phone:
FAX:

with a copy to:

Attn: Legal Department

Each Party may change its address for notice purposes by delivering written notice of the changed address to the other Party.

18. **QUIET ENJOYMENT, TITLE, AND AUTHORITY**

- (a) BPA covenants and warrants that: (1) it has full right, power, and authority to execute this Master Lease and each Facilities Lease and has the power to grant all rights hereunder and thereunder; (2) it has either a fee or leasehold interest in the Sites free and clear of any liens, mortgages, restrictions, or other encumbrances thereon that will interfere with GTE's use of the Sites; (3) its execution and performance of this Master Lease and each Facilities Lease will not violate any laws, ordinances, or covenants, or the provisions of any mortgage, lease, or other agreement binding on BPA; and (4) GTE shall have the quiet enjoyment of the Sites, and GTE shall not be disturbed as long as GTE is not in default beyond any applicable grace or cure period.
- (b) GTE covenants and warrants that it has full right, power, and authority to execute this Master Lease and each Facilities Lease and the execution and performance thereof will not violate any laws, ordinances, or covenants, or the provisions of any agreement binding on GTE. GTE acknowledges and agrees that this Master Lease and each Facilities Lease is subject and subordinate at all times to: (1) the lien of all mortgages and deeds of trust securing any amount or amounts whatsoever which may now exist or hereafter be placed on or against any Site or Improvements or on or against BPA's interest or estate therein; and (2) any underlying ground lease, all without the necessity of having further instruments executed by GTE to effect such subordination, but, with respect to any such liens or any ground leases which arise following execution of this Master Lease, only upon the condition that any such mortgagee, beneficiary, trustee, or ground BPA expressly agrees not to disturb the rights of GTE under this Master Lease and each Facilities Lease.
- (c) This Master Lease and each Facilities Lease is subject to any restriction or other terms or conditions contained in any underlying ground lease, and GTE acknowledges and agrees to commit no act or omission which would

constitute a default under any ground lease provided that BPA has provided a copy of such ground lease to GTE prior to the execution of the applicable Facilities Lease. If a particular restriction contained in a ground lease and not set forth in this Master Lease or the applicable Facilities Lease prevents GTE from the construction, operation or maintenance of or Access to the Antenna Facilities, GTE may terminate the applicable Facilities Lease as provided in section 12. BPA agrees that it will not breach the terms or conditions of the ground lease of any other agreement of which it is a party affecting the Site or Improvements in a manner that adversely affects or will adversely affect GTE's use of the Site or Improvements.

19. ENVIRONMENTAL LAWS

- (a) BPA and GTE agree neither they nor anyone acting on their behalf will bring, keep, or use hazardous substances at or on the Sites except for those necessary for use in their respective businesses, in which case they are to be handled, stored, used, and disposed of in compliance with applicable laws, regulations, and ordinances.
- (b) Hazardous substance, as used herein, shall mean all materials which have been determined to be hazardous to health or the environment by virtue of being: (1) a hazardous waste as defined by the Resource Conservation and Recovery Act; (2) a hazardous substance as defined in the Comprehensive Environment, Compensation, and Liability Act; (3) a substance regulated by the Toxic Substances Control Act; (4) substances regulated by the Federal Insecticide, Fungicide, Rodenticide Act in accordance with the applicability provisions of such Act; (5) hazardous substances or hazardous wastes as defined in the Washington Model Toxics Control Act or the Washington Hazardous Waste Management Act; and (6) substances regulated by other applicable state hazardous and toxic regulations. Reference to specific statutes include amendments as they are made from time to time, as well as the regulations promulgated thereunder.

- (c) BPA and GTE each represent, warrant, and agree that they will conduct their activities on each Site in compliance with all applicable environmental laws meaning any and all local, State or Federal statutes, regulations, or ordinances pertaining to the environment or natural resources.
- (d) GTE agrees to indemnify and hold BPA and its affiliates harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses arising from or due to the existence or discovery of any hazardous substance at or on the Sites if GTE or its agent, contractor, employees, or invitees is responsible for the introduction into the environment of the hazardous substance. This indemnity shall specifically include, without limitation, any and all costs due to hazardous substances which flow, diffuse, migrate, or percolate into, onto or under the property, or from the property to neighboring property or groundwater after the Agreement commences; however, it shall not include the cost of repairing BPA's equipment.
- (e) BPA agrees to indemnify and hold GTE harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses that GTE may suffer arising from or due to the existence or discovery of any hazardous substance at or on the Sites if BPA or its agent, contractor, employees or invitees is responsible for the introduction into the environment of the hazardous substance. This indemnity shall specifically include, without limitation, any and all costs due to hazardous substances which flow, diffuse, migrate, or percolate into, onto, or under the property, or from the property to neighboring property or groundwater after the Agreement commences; however, it shall not include the cost of repairing GTE's equipment.
- (f) The indemnifications in this section 19 specifically include costs incurred in connection with any investigation of Site conditions or any cleanup, remediation, removal, or restoration work required by any governmental authority. The provisions of this section will survive the expiration or termination of this Master Lease and of any Facilities Lease.

20. ASSIGNMENT AND SUBLEASING

- (a) GTE shall not assign this Master Lease, any Facilities Lease, any Sites, or any of its rights with respect thereto, or relinquish possession of the Sites or any part thereof, or permit any other person to use the Sites or any part thereof, except GTE may assign this Master Lease, and any Facilities Lease and its rights with written notice provided to BPA to any entity which: is a parent, subsidiary, or affiliate of GTE; is merged or consolidated with GTE; or purchases a majority or controlling interest in the ownership or assets of GTE, provided such entity shall in writing assume without limitation this Master Lease and each applicable Facilities Lease. Any other assignment by GTE of this Master Lease and any Facilities Lease shall be only after written consent by BPA, such consent not to be unreasonably withheld.
- (b) Notwithstanding paragraph (a) of this section 20, GTE may, upon notice to BPA, mortgage, or grant a security interest in this Master Lease or any Facilities Lease, and any wireless communications equipment, and may assign this Master Lease, or any Facilities Lease, and any wireless communications equipment, to any such mortgagees or holders of security interests including their successors or assigns (hereinafter collectively referred to as "mortgagees"), provided such mortgagees agree to be bound by the terms and provisions of this lease. In such event, BPA shall execute such consent to GTE's leasehold financing as may reasonably be required by mortgagees. BPA agrees to notify GTE of any default by GTE and to give mortgagees the same right to cure any default as GTE, or to remove any property of GTE located on the Site, except that the cure period for any mortgagee shall not be less than 30 calendar days after receipt of the default notice, as provided in section 23 of this Master Lease.
- (c) BPA may assign this Master Lease, any Facilities Lease, any Sites, or any of its rights with respect thereto without the approval or consent of GTE.

21. SUCCESSORS AND ASSIGNS

This Master Lease and any Facilities Lease shall be binding upon and inure to the benefit of the Parties, their respective successors, personal representatives, and assigns.

22. WAIVER OF LANDLORD'S LIEN

The Antenna Facilities shall be deemed GTE's personal property for purposes of this Master Lease and each Facilities Lease, regardless of whether any portion thereof is deemed real or personal property under applicable law, and except as otherwise provided in this Master Lease or in any Facilities Lease, BPA hereby consents to GTE's right to remove all, or any portion, of any Antenna Facilities from time to time in GTE's sole discretion.

23. DEFAULT AND REMEDIES

(a) **Default By GTE**

GTE shall be considered in default if any one or more of the following events occurs:

- (1) GTE fails to pay any amounts due under this Master Lease other than amounts payable due to GTE's use of a Site under a Facilities Lease, within 10 business days after written notice of such failure from BPA;
- (2) GTE fails to pay any amounts payable due to GTE's use of a Site under a Facilities Lease within 10 business days after written notice of such failure from BPA;
- (3) a petition is filed by or against GTE under the Federal Bankruptcy Code or any similar law or statute of the United States or any State (and with respect to any petition filed against GTE, such petition is not dismissed within 60 calendar days after the filing thereof), or GTE is adjudged bankrupt or insolvent, or a receiver, custodian, or trustee

is appointed for GTE or for any of the assets of GTE which appointment is not vacated within 30 calendar days of the date of the appointment, or GTE becomes insolvent, is unable to pay its debts as they become due, or makes a transfer in fraud of creditors;

(4) GTE fails to perform or observe any nonmonetary term or condition of this Master Lease or a Facilities Lease relating to GTE's operations at a specific Site, and not all Sites leased under this Master Lease and such failure continues for 30 calendar days after written notice from BPA; **provided, however**, that if such failure is capable of being cured, but not within such 30 calendar day period, such period shall be extended so long as GTE commences appropriate curative action within such 30 calendar day period, and thereafter diligently prosecutes such cure to completion as promptly as possible.

(b) **Default By BPA**

BPA will have committed an Event of Default if BPA fails to perform or observe any term or condition of this Master Agreement or a Facilities Lease and such failure continues for 30 calendar days after written notice from GTE; **provided, however**, that if such failure is capable of being cured, but not within such 30 calendar day period, such period shall be extended so long as BPA commences appropriate curative action within such 30 calendar day period, and thereafter diligently prosecutes such cure to completion as promptly as possible.

(c) **Remedy**

A default under paragraphs (1) or (3) of paragraph (a) of this section 23 shall be a default under this Master Lease, and a default under paragraphs (2) or (4) shall be a default under the applicable Facilities Lease.

So long as an Event of Default under this Master Lease continues, BPA (without notice or demand except as expressly required above) may, in

addition to any other remedy it may have under applicable law, terminate this Master Lease and all Facilities Leases.

So long as an Event of Default applicable to a Facilities Lease continues BPA (without notice or demand except as expressly required above) may, in addition to any other remedy it may have under applicable law, terminate the applicable Facilities Lease. In either event GTE shall surrender the applicable Sites within 30 days of termination.

24. MISCELLANEOUS

- (a) This Master Lease and each Facilities Lease shall constitute the entire agreement and understanding of the Parties with respect to the Site and Improvements that are the subject matters of the Facilities Lease and supersedes all offers, negotiations, and other agreements, with respect thereto. Each Facilities Lease shall be a separate contract and, except as otherwise provided herein the occurrence of any default under one Facilities Lease, shall not be deemed to constitute a default under any other Facilities Lease. There are no representations or understandings of any kind not set forth in this Master Lease or in the Facilities Leases. Any amendment to this Master Lease or any Facilities Lease must be in writing and executed by both Parties.
- (b) Either Party hereto that is represented in this transaction by a broker, agent, or commission salesperson (a "Representative") shall be fully and exclusively responsible for the payment of any fee, commission, or other compensation owing to such Representative, and shall indemnify and hold the other Party harmless from and against any claim to a fee, commission, or other compensation asserted by such Representative, including reasonable attorneys' fees and costs incurred in defending such claim.

- (c) Each Party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease) necessary to protect its rights under this Master Lease and any Facilities Lease. Neither Party shall record this Master Lease or any Facilities Lease pertaining thereto, but GTE may record, in lieu thereof, the aforementioned Memorandum of Lease.
- (d) This Master Lease and any Facilities Lease shall be construed in accordance with Federal law and, to the extent applicable, the laws of the State in which the Sites are located.
- (e) If any term of this Master Lease or any Facilities Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Master Lease or such Facilities Lease, which shall continue in full force and effect; provided that BPA shall have the right to terminate this Master Lease if the invalidity of any provision causes a material frustration of this Master Lease such that GTE cannot perform under section 12.

25. FORCE MAJEURE

If a party is delayed or hindered in, or prevented from the performance required under this Master Lease or any Facilities Lease by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God or other events, causes or conditions beyond such Party's reasonable control, such Party claiming Force Majeure shall give notice and full particulars of such Force Majeure in writing to the other Party within 5 business days after the occurrence of the Force Majeure event, cause, or condition. Any obligations that such Party claims it is unable to perform due to Force Majeure shall be suspended during the continuance of such event of Force Majeure. The Party claiming Force Majeure shall use reasonable efforts to remedy and minimize the effects of such Force Majeure within 90 calendar days from the date of notice of such Force Majeure. The period for the performance shall be extended for the period of such delay. If the performance of such suspended obligations is not resumed after the 90-calendar day period, either Party may terminate the applicable Facilities Lease or, if applicable, the Master Lease.

Neither Party shall be liable under this Master Lease or any Facilities Lease for, or be considered to be in breach or default under, this Master Lease or any Facilities Lease on account of any delay in performance due to Force Majeure unless otherwise specified in either agreement.

26. AUDIT PROCEDURES

(a) Records

The Parties shall maintain true and correct sets of records in connection with the performance of this Master Lease and all transactions related thereto and shall retain all such records for a period of not less than 3 years. The Parties shall also maintain true and correct sets of records in connection with its accounting, billing, and collection relating to amounts payable hereunder, and shall retain all such records for a period of not less than 3 years after each such transaction.

(b) Audit Rights

Either Party shall have the right to perform an audit of each other's books, records, and documents used in or relating to the costs to construct, repair, and maintain the Site and Improvements under the Master Lease and Facilities Lease. Such audit may be performed within 36 months after the date that a bill or refund voucher is rendered by either Party. Each Party shall be responsible for all expenses incurred in the performance of an audit pursuant to this section. In the event that the Parties agree that the auditing party's audit is determined to be correct, the nonauditing party shall reimburse the auditing party the agreed upon amount. In the event that the nonauditing party disagrees with the results of the other Party's auditing and resolution is not reached between the Parties, the Parties agree to resolve the dispute pursuant to section 27 of this Agreement.

27. DISPUTE RESOLUTION

- (a) Pending resolution of a disputed matter, the Parties shall continue performance of their respective obligations hereunder, provided that neither Party shall be required to take any action pending such resolution which it had been advised by counsel, or which it reasonably believes, is unlawful or not permitted pursuant to applicable regulations or permit requirements. Other than disputes relating to safety or which may be the basis for an injunction or temporary restraining order, any dispute between the Parties arising out of this Agreement or breach thereof, or out of performance under this Agreement, is subject to the process described in this section 27. The Parties shall first attempt to resolve such dispute by mediation. If not resolved by mediation, then the matter must be submitted to the American Arbitration Association (AAA) for arbitration before a sole arbitrator.
- (b) A meeting will be held promptly between the Parties to attempt in good faith to negotiate a resolution of the dispute. The meeting will be attended by individuals with decisionmaking authority regarding the dispute. If within 30 calendar days after such meeting the Parties have not succeeded in resolving the dispute, within 30 calendar days thereafter, upon the written notice from either Party to the other Party, the Parties shall submit the dispute to a mutually acceptable third party mediator who is acquainted with dispute resolution methods. The mediation shall be nonbinding. If the dispute is not resolved by mediation either Party may initiate an arbitration with the AAA, upon the written notice from either Party to the other Party. The dispute shall be resolved by arbitration under the rules and administration of the AAA, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Neither Party is entitled to seek or recover punitive damages in considering or fixing any award under these proceedings.

- (c) The costs of mediation and arbitration, including any mediator's fees, AAA administration fee, the arbitrators fee, and costs for the use of facilities during the hearings, shall be borne equally by the Parties. Reasonable attorneys' fees may be awarded to the prevailing party (provided such a party

can clearly be determined from the proceedings) at the discretion of the arbitrator. Each Party's other costs and expenses will be borne by the Party incurring them.

IN WITNESS WHEREOF, the Parties have entered into this Master Lease Agreement as of the date first written above.

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By John R. Cowger
Manager for Real Estate

Name John R. Cowger
(Print/Type)

Date 8/19/96

GTE MOBILNET INCORPORATED

By Donald M. Fye

Name Donald M. Fye
(Print/Type)

Title AVP, Network Eng. + Maint.

Date 8/21/96

(MCPLAN-TMC-W:\TMC\GTETELE.DOC)

FACILITIES LEASE

No. _____

(Multiple Site Component)

THIS FACILITIES LEASE, is entered into this _____ day of _____, 1996, between the UNITED STATES OF AMERICA (Government), Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (BPA), and GTE Mobilnet Incorporated (GTE), a Delaware corporation, each of which may be referred to herein individually as a "Party" and collectively as "Parties."

1. INCORPORATION OF MASTER LEASE

All terms and conditions of the Master Lease between BPA and GTE, dated _____, 1996, are incorporated herein by reference and made a part hereof without the necessity of attaching the original or any copy of the Master Lease. The terms and conditions of the Facilities Lease shall govern with respect to the subject matter hereof, and, unless otherwise defined herein, capitalized terms shall have the respective meanings ascribed thereto in the Master Lease.

2. TERM

The initial term of this Facilities Lease shall be 5 years, commence on execution hereof and expire on _____.

3. AMENDMENTS

Amendments to this Facilities Lease, including any exhibits, shall be made by mutual agreement of the Parties.

4. ANNUAL CHARGE

The Annual Charge hereunder shall be payable as provided in the Master Lease in the amount of \$_____ per year.

5. SITE

(a) The location of the Site is:

(b) The legal description of the Site is set forth on Exhibit ___ hereto.

6. EASEMENT

The location of the Easement with respect to the Site is set forth on Exhibit ____ hereto.

7. ACCESS

Access to the Site will be as follows:

8. IMPROVEMENTS

(a) The Improvements constructed or to be constructed on the Site are as follows:

(b) The Improvements are situated on the Site as depicted on the drawing attached hereto as Exhibit ____.

(c) The Target Date for the Improvements is _____.

9. SITES

The Sites, together with the Easements, leased by BPA to GTE are as depicted on the drawing attached hereto as Exhibit ____.

10. ANTENNA FACILITIES

(a) The Antenna Facilities are described as follows:

(b) A description of the Cabinets to be used:

(c) The additional facilities or services necessary include:

(d) The Antenna Facilities shall be initially configured generally as set forth in Exhibit ____.

11. COORDINATION PROVISIONS BETWEEN BPA AND GTE

12. ADDITIONAL PROVISIONS

13. PROJECT DESCRIPTION

Attached _____

None Attached _____

14. ANNUAL CHARGE

Charges	Amount
Annual Charge	
Processing Fee	
Commitment Fee	
Total Annual Fee	

The Parties have entered into this Facilities Lease as of the first date above written.

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By _____
Manager for Real Property
Management

Name Renee Ferrera
(Print/Type)

Date _____

GTE MOBILNET INCORPORATED

By _____

Name _____
(Print/Type)

Title _____

Date _____

(MCPLAN-TMC-W:\TMC\GTETELE.DOC)

SITE LEASE ACTIVITIES AND CHARGES

This exhibit provides standard charges for leased Sites at substations, communication tower sites, raw land, and transmission towers. If a Site has to be modified to accommodate a nonstandard request, an additional reimbursement of construction costs will be determined pursuant to the appropriate table addendum to Exhibit A.

Standard Leased Site Activities and Charges

1. Substations or Communication Tower Sites

A standard Site package includes: (a) BPA-provided space on the existing structure at 100 feet or; (b) up to a 10 foot by 12 foot pad area for cabinets/equipment will be constructed by BPA at BPA's expense; (c) GTE may install, operate, and maintain a maximum of six antenna on BPA's structure; (d) if the Site is a Fee-Owned Site, BPA may obtain any necessary public approvals for GTE; (e) if the Site is a Non-Fee-Owned Site, GTE shall obtain all necessary public approvals; and (f) regardless of ownership rights by BPA, GTE will obtain FAA approval and perform any necessary FCC filing. Any deviations from this standard Site package are considered "Non-Standard Leased Site Activities and Charges" and are addressed within such section of this exhibit.

(1)	Processing Fee (one time, up front)	\$ 400
(2)	Commitment Fee (one time, up front)	\$4,000
(3)	Tower Co-Location Fee on an existing structure or on a newly erected monopole up to 100 feet in height.	
	(A) If Standard Location	\$1,500/mo.
	(B) If Wind/Ice Location	\$1,900/mo.

2. Raw Land Sites

A standard Site package includes: (a) BPA providing 1,000 square feet of land for GTE's construction, operation, and maintenance of a tower structure, Antenna Facility and other related equipment and Improvements at GTE's expense; (b) if the Site is a Fee-Owned Site, BPA will obtain any necessary public approvals for GTE; (c) if the Site is a Non-Fee-Owned Site, GTE will obtain all necessary public approvals; and (d) regardless of ownership rights by BPA, GTE will obtain FAA approval and perform any necessary FCC filing. Any deviations from this standard Site package are considered "Non-Standard Leased Site Activities and Charges" and are addressed within such section of this exhibit.

- | | | |
|-----|-------------------------------------|-----------|
| (1) | Processing Fee (one time, up front) | \$400 |
| (2) | Standard Site | \$800/mo. |

3. **Transmission Tower Sites**

A standard Site package includes: (a) Space provided by BPA on the existing structure at a minimum of 100 feet; (b) up to a 10 foot by 12 foot pad area for cabinets/equipment will be constructed by BPA at BPA's expense; (c) GTE may install, operate, and maintain a maximum of six antennae on BPA's structure, in coordination with BPA; (d) if the Site is a Fee-Owned Site, BPA will obtain any necessary public approvals for GTE; (e) if the Site is a Non-Fee-Owned Site, GTE will obtain all necessary public approvals; and (f) regardless of ownership rights by BPA, GTE will obtain FAA approval and perform any necessary FCC filing. Any deviations from this standard Site package are considered "Non-Standard Leased Site Activities and Charges" and are addressed within such section of this exhibit. All construction, installation, maintenance, and repair activities on this property type will be coordinated between BPA and GTE unless stated otherwise in the Facilities Lease

- | | | |
|-----|--|-------------|
| (1) | Processing Fee (one time, up front) | \$400 |
| (2) | Commitment Fee (one time, up front) | \$4,000 |
| (3) | Tower Co-Location Fee on an existing structure up to 100 feet in height (BPA perfects easement up front) | \$1,500/mo. |

4. **Non-Standard Leased Site Activities and Charges**

- | | | |
|-----|--|------------------------|
| (a) | Additional Tower Height Fee
Any additional height required on a BPA structure over 100 feet. | \$1.50/ft./mo. |
| (b) | Additional Antenna Height Fee
Any additional height required for installation of GTE's Antenna Facilities over 100 feet at any existing BPA owned structure. | \$1.50/ft./antenna/mo. |
| (c) | Additional Antenna Fee
Any additional antennae required over six panels/whips per Antenna Facility. | \$150/mo. |

- (d) **Additional Cabinet/Equipment Pad Fee** \$200/mo.
Any pad area required in excess of the standard 10' by 18' area (BPA to construct for GTE at BPA's expense).
- (e) **Additional Area Fee** \$200/mo.
Any additional ground area (without pad construction) required for related equipment or Improvements. This fee does not apply to Raw Land Sites.
- (f) **Additional Raw Land Fee** \$.50/sq. ft./mo.
(Applies to Raw Land Sites Only)
Any land required in excess of the standard 1,000 square feet provided by BPA.
- (g) **Ice Shield Fee** \$6,500/Site
At GTE's option, provided, installed and maintained by BPA at BPA's expense.
- (h) **Site Escort Service Fee** (to be determined)
BPA's fee for accompaniment to the Site in situations where coordination for GTE's investigation, testing, construction, installation, maintenance, repair and dismantlement is required, pursuant to this Master Lease, or reasonably required by BPA. Dependent on the required expertise level of the individual(s) involved with BPA's escort service, the hourly rate will be determined at time of request, billed with reasonable supporting documentation and made part of the Annual Charge for the respective Facilities Lease.
- (i) **Utility Service Fee** (to be determined)
At GTE's option, BPA will provide electricity and telephone service to the Site. Dependent on the scope of the work at a particular Site, the fee will be negotiated at the time of request, billed with reasonable supporting documentation and made part of the Annual Charge for the respective Facilities Lease.

Exhibit C, Page 1 of 1
Contract No. 96MS-95361
GTE Mobilnet Incorporated
Effective on the Effective Date

SUMMARY OF AGGREGATE ANNUAL CHARGE

Facilities Lease Number	Charges	In-Service Date
--------------------------------	----------------	------------------------

Total Annual Charges

Annual Amount due BPA =

(MCPLAN-TMC-W:\TMC\GTETELE.DOC)

Exhibit D, Page 1 of 1
Contract No. 96MS-95361
GTE Mobilnet Incorporated
Effective on the Effective Date

NON-BPA WORKER ENTRANCE

[Insert Text Here]

(MCPLAN-TMC-W:\TMC\GTETELE.DOC)

Note:

*This is a copy.
Signed original never
returned to BPA.
No original available,
according to JM Consulting*

FACILITIES LEASE

Lease No. 970319

This Facilities Lease Agreement ("Facilities Lease") is entered into this _____ day of _____, 1997, between the UNITED STATES OF AMERICA (Government), Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION ("Lessor") and GTE MOBILNET INCORPORATED ("Lessee"), a Delaware corporation, each of which may be referred to herein individually as a "Party" and collectively as "Parties".

1. INCORPORATION OF MASTER LEASE

This lease is a "Facilities Lease" as referenced in that certain Master Lease Agreement between Lessor and Lessee dated August 21, 1996 (the "Master Lease"). All of the terms and conditions of the Master Lease are hereby incorporated herein by reference and made a part hereof without the necessity of attaching hereto the original or any copy of the Master Lease. The terms and conditions of the Facilities Lease shall govern with respect to the subject matter hereof, and, unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed thereto in the Master Lease.

2. TERM

The initial term of this Facilities Lease shall be 5 years, commencing on June 21, 1997, and expiring on June 21, 2002.

3. AMENDMENTS

Amendments to this Facilities Lease, including any exhibits, shall be made by mutual agreement of the Parties.

4. ANNUAL CHARGE

The Annual Charge hereunder shall be payable as provided in the Master Lease in the amount of \$19,140 per year. (See attached Exhibit A, Cost Breakdown Sheet.) The Activation Date, as defined in Section 7(c) of the Master Lease, is July 1, 1997.

5. SITE

- (a) The location of the Site is:
The Bonneville Power Administration's Structure BE66, Tower 14/6 of the Kitsap-Fairmount #1 (operated as Kitsap-Bangor #1) Transmission Line.

- (b) The legal description of the Site is:
In the SW 1/4 of the SW 1/4, Section 28, Township 26 North, Range 1 East, W.M., Kitsap County, Washington, at the Bonneville Power Administration's Station 2257+39.1 on its survey line for the transmission line referred to in Subparagraph 5(a), above.
- (c) The location of the Site is set forth in the deed entitled "Transmission Line Easement", dated June 25, 1963, and recorded on July 11, 1963, in Volume 780 at Page 489, under Auditor's No. 798773, in the records of Kitsap County, Washington, a copy of which is attached hereto as Exhibit B.

6. LESSOR'S INTEREST IN THE SITE

FEE OWNED Yes No

If not fee owned:

Lessor's easement or other property interest in the Site is sufficient (as determined by Lessor) to grant access to the Site and the permitted use.

Lessor's easement or other property interest in the Site may be insufficient to grant access to the Site and the permitted use and the Lessee shall be responsible for obtaining additional rights to the Site for access and for the Lessee's permitted use, all as determined by the Lessee.

7. ACCESS

Access to the site will be provided by Bonneville Power Administration escort.

8. ESCORT SERVICE REQUIRED TO THE SITE (\$75.00 PER HOUR)

YES NO

If yes, contact:

Gary Westling, Line Foreman III, at (360) 352-1155.

Number/type of Site visits per year: One visit per month for inspection of equipment on the ground and one visit per year for full site inspection.

9. IMPROVEMENTS

- (a) The Improvements constructed or to be constructed on the Site are as follows:
None.
- (b) The Improvements are situated on the Site: *N/A.*

10. PREMISES

The Premises leased by Lessor to Lessee are located as depicted on the drawing attached hereto as Exhibit C.

11. ANTENNA FACILITIES

- (a) The Antenna Facilities are described as follows:
Six panel antennas at approximately the 85' level.
- (b) A description of the Cabinets to be used:
Self-contained, weatherproof radio equipment cabinet(s).
- (c) The additional facilities or services necessary include:
Concrete equipment pad; transition vault; coaxial cable; waveguide with sheet metal shroud; utility service mounting frame; ice canopy.
- (d) The Antenna Facilities shall be initially configured as constructed and shall be shown on as-built drawings to be submitted to Lessor by Lessee.

Installation of Lessee's equipment to be in accordance with "PCS on BPA Transmission Structures Engineering and Safety Design Requirements", attached hereto as Exhibit D, or with such engineering and safety guidelines as Lessor may provide to Lessee in the future to reflect updated safety information.

12. COORDINATION PROVISIONS BETWEEN LESSOR AND LESSEE

An agreement to address future maintenance and operations will be forthcoming. Until that time, Lessee will call the Dispatcher at the Bonneville Power Administration's Vancouver Control Center at (360) 418-2281 (24 hrs./day) to coordinate operations and maintenance.

Lessor shall perform all work on the tower and Lessee shall perform all work on the ground.

13. ADDITIONAL PROVISIONS

It is understood that the rights granted herein by Lessor are limited to the rights acquired by Lessor, which are easement rights only, subject to existing rights of other parties, and that Lessee has acquired or will acquire the appropriate rights from the property owner for utilities.

Responsibilities of the parties with respect to hazardous substances and environmental laws shall be as set out in Section 19 of the Master Lease.

14. ANNUAL CHARGE

Charges	Amount
Annual Charge	\$19,140
Total Annual Fee	\$19,140

The parties have entered into this Facilities Lease as of the first date above written.

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By: Rebecca Hallgarth
Rebecca Hallgarth
Realty Specialist

Date: 12/16/97

GTE MOBILNET INCORPORATED

By: Gary T. Ream

Name: Gary T. Ream

(Print/Type)

Title: Acting VP - Market Deployment - 1.8GHz

Date: 1/12/98

By: Catherine H. LaFiandra
Catherine H. LaFiandra (date)
Assistant Secretary

ACKNOWLEDGMENT

State of Oregon)
) ss
County of Multnomah)

On this 10 day of December, 1997, before me personally appeared Rebecca Hallgarth, known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as Realty Specialist, Bonneville Power Administration, and who acknowledged to me that she executed the same freely and voluntarily in such capacity and on oath stated that she was authorized to execute said instrument in such official or representative capacity.



Mary Kathleen O'Neal
Notary public in and for the State of Oregon

Residing at Portland Or.

My commission expires 8/16/99

Attached to Facilities Lease No. 970319
Between U. S. A., as Lessor, and
GTE Mobilnet Incorporated, as Lessee

**EXHIBIT A
COST BREAKDOWN SHEET
BANGOR-GTE**

STANDARD LEASE CHARGES	UNITS	ANNUAL FEE	MONTHLY FEE	ONE TIME CHARGE	ONE TIME CREDIT
Antenna Array: 9 panel antennas - 85 ft. location	9	\$16,800	\$1,400		
Additional Tower Height Fee - \$1.50/ft./antenna/mo. = 6 ft. x \$1.50 X 9	9	\$0	\$0		
Total of 3 handsets + \$2,340 per year for airtime credit		\$2,340			
SUBTOTAL		\$19,140	\$1,400		
ADDITIONAL CHARGES					
Electrical power, supplied by BPA at 4 cent per KWH@KW specified (24x365x.04)					
Electrical Services Provided by BPA					
Telephone Services or Microwave Provided by BPA					
Process Fee			PAID	\$400	
Commitment fee			PAID	\$4,000	
ADDITIONAL CHARGES SUBTOTAL					
GRAND TOTAL		\$19,140	\$1,400	\$0	\$0
RESPONSIBILITIES OF PARTIES					
Concrete Pad, under existing BPA steel tower, for PCS cabinets.	PCS to provide and install per BPA-approved site plan.				
Antennas & Mounting Bracket	BPA to install per approved site plan.				
Electric Power to Site	PCS to install electrical capability.				
Communications Cable T1.	PCS to install telephone capability.				
Tower Loading Study	BPA to perform load analysis in-house.				

12/15/97

EXHIBIT A

243580

TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more,

HERMAN COHEN AND LILLIAN COHEN, husband and wife, and SAMUEL L. KUSTINA AND HELEN KUSTINA, husband and wife, owners

CHARLES T. SMITH AND ALICE H. SMITH, husband and wife, contract purchasers

for and in consideration of the sum of ONE THOUSAND NINE HUNDRED-----
----- Dollars (\$ 1,900.00).

in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to the UNITED STATES OF AMERICA and its assigns, a perpetual easement and right to enter and erect, maintain, repair, rebuild, operate and patrol 1 or more line(s) of electric power transmission structures and appurtenant signal lines, including the right to erect such poles, transmission structures, wires, cables and appurtenances as are necessary thereto, in, over, upon and across the following-described parcel of land in the

321501

County of Kitsap in the State of Washington, to-wit:

That portion of the N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 28, Township 26 North, Range 1 East of the Willamette Meridian, Kitsap County, Washington, except any part thereof which lies within the west 50 feet, said portion lies within a strip of land 125 feet in width, the boundaries of said strip lying 62.5 feet distant from, on each side, of, and parallel with the survey line for the Kitsap-Fairmount No. 1 transmission line as now located and staked on the ground over, across, upon, and/or adjacent to the above described property, said survey line being particularly described as follows:

Beginning at survey station 2271 + 40.8 a point in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 28, said point being S 88° 33' 10" E a distance of 1937.5 feet and N 12° 22' 50" E a distance of 981.5 feet from the southwest corner of said Section 28; thence N 88° 33' 00" W a distance of 2123.7 feet to survey station 2250 + 17.1 a point in the west line of said Section 28, said point being N 1° 26' 40" E a distance of 963.8 feet from the southwest corner of said Section 28.

220 222

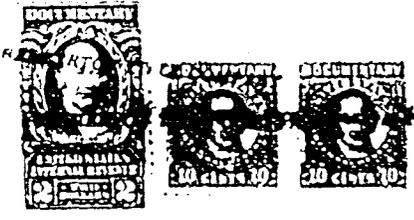


EXHIBIT B

together with the present and future right to clear said right of way and keep the same clear of brush, timber, structures and fire hazards, provided that fire hazards shall not be interpreted to include any growing crops other than trees; and also the present and future right to top, limb or fell all growing and dead trees and snags (collectively called "danger trees") located on land owned by the Grantor adjacent to the above-described right of way, which could fall within 40 feet of the centerline or centerlines of the electric transmission facilities herein-before described; provided, however, it is agreed that compensation is included in the consideration stated above for trees or snags within strips of land as follows:

Width	Side of right of way	From	To
75'	Both	West property line	Opp SS 2254+00
45'	South	Opp SS 2254+00	Opp SS 2259+00
75'	South	Opp SS 2259+00	East property line
45'	North	Opp SS 2254+00	Opp SS 2262+25
75'	North	Opp SS 2262+25	East property line

and contiguous to said right of way that (a) are danger trees on March 5, 1963 (hereinafter called "present danger trees") or (b) become danger trees thereafter (hereinafter called "future danger trees"). The right to top, limb or fell danger trees outside of said strips (hereinafter called "additional danger trees") may only be exercised within 3 years after all present danger trees have been cut, and the UNITED STATES OF AMERICA shall pay the person who is the owner thereof at the date of cutting such additional danger trees the market value prevailing at the date of cutting under authority of the UNITED STATES OF AMERICA, such payment to be made within a reasonable period of time after they have been so cut.

TO HAVE AND TO HOLD said easement and rights unto the UNITED STATES OF AMERICA and its assigns, forever.

The Grantor covenants to and with the UNITED STATES OF AMERICA and its assigns that the title to all brush, timber or structures existing upon the right of way on March 5, 1963, and the title to all present danger trees shall vest in the UNITED STATES OF AMERICA on said date; and that title to any additional danger trees shall vest in the UNITED STATES OF AMERICA upon their being cut pursuant to the terms hereof; and that title to all future danger trees cut pursuant to the terms hereof shall remain in the owner thereof at the date of cutting; and that the consideration stated herein is accepted by the Grantor as full compensation for all damages incidental to the exercise of said easement and danger tree rights, except payment for any additional danger trees as defined hereinabove which may be cut under authority of the UNITED STATES OF AMERICA as herein provided.

The Grantor also covenants to and with the UNITED STATES OF AMERICA that Grantor is lawfully seized and possessed of the lands aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Dated this 25th day of June, 1963.

Herman Cohen
Herman Cohen

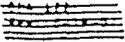
Lillian Cohen
Lillian Cohen

Samuel L. Kustina
Samuel L. Kustina

Helen Kustina
Helen Kustina

Charles T. Smith
Charles T. Smith

Alice H. Smith
Alice H. Smith



(Standard form of acknowledgment approved for use with all conveyances in Washington and Oregon)

STATE OF Washington
COUNTY OF King) ss:

On the 11th day of June, 1963, personally came before me, a notary public in and for said County and State, the within-named HERMAN COHEN AND LILLIAN COHEN, husband and wife, and SAMUEL L. KUSTINA AND HELEN KUSTINA, husband and wife to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

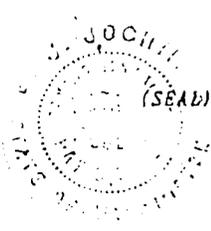


J. Jochim
Notary Public in and for the
State of Washington
Residing at Vancouver
My commission expires:
5/31/1965

STATE OF Washington
COUNTY OF Kitsop) ss:

On the 13th day of June, 1963 personally came before me, a notary public in and for said County and State, the within-named CHARLES T. SMITH AND ALICE H. SMITH, husband and wife to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



J. Jochim
Notary Public in and for the
State of Washington
Residing at Vancouver
My commission expires:
5/31/1965

STATE OF)
COUNTY OF) ss:

I CERTIFY that the within instrument was received for the record on the _____ day of _____, 19____, at _____ M., and recorded in book _____ on page _____, records of _____ of said County.

Witness my hand and seal of County affixed.

Filed for Record July 11 1963 at 3:05 P.M.
Request of BREMERTON TITLE CO.
MARGARET McPHERSON, Kitsop Co. Auditor JK

By _____ Deputy.

After recording, please return to:

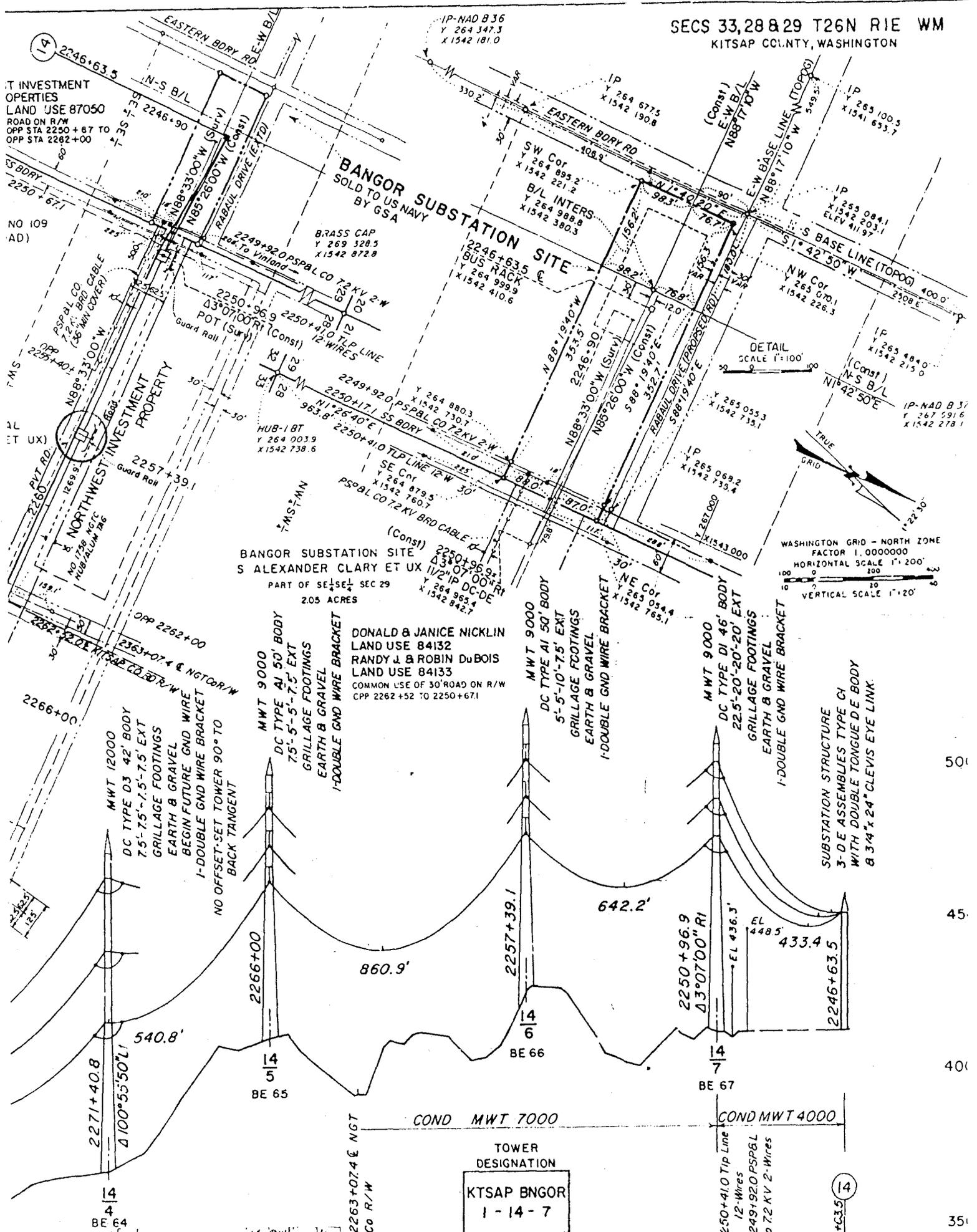
TITLE SECTION, BRANCH OF LAND
BOAYSVILLE POWER ADMINISTRATION
P.O. BOX No. ~~3621~~ 3621
PORTLAND 8, OREGON

VOL 780 PAGE 491

BPA 177
Rev. 8-2-61

EXHIBIT B

SECS 33,28 & 29 T26N R1E WM
KITSAP CO. NTY, WASHINGTON



NO	REVISION	DATE	APPROVED
16	BANGOR SUB 40' 0.35' 24'		
15	SOLD TO PSP&L CO ADDED TO EASTERN BORY RD R/W	12/23/62	
14	LAND USE 87003 ADDED	12/23/62	
13	CONT 3474 A.M. IN ADDED	12/23/62	
12	CONTRACT 87003 ADDED	12/23/62	
11	LAND USE 83000 ADDED	12/23/62	
10	CONTRACT 83000 ADDED	12/23/62	
9	SR-3 R/W ADDED	12/23/62	
8	LAND USE 75074, 75015 AND 75017 ADDED	12/23/62	
7	CONTRACTS 75771 & 75772 ADDED	12/23/62	
6	REVISION		
5	REVISION		
4	REVISION		
3	REVISION		
2	REVISION		
1	REVISION		

NO	REVISION	DATE	APPROVED	REFERENCE DRAWINGS
16	BANGOR SUB 40' 0.35' 24'			
15	SOLD TO PSP&L CO ADDED TO EASTERN BORY RD R/W	12/23/62		
14	LAND USE 87003 ADDED	12/23/62		
13	CONT 3474 A.M. IN ADDED	12/23/62		
12	CONTRACT 87003 ADDED	12/23/62		
11	LAND USE 83000 ADDED	12/23/62		
10	CONTRACT 83000 ADDED	12/23/62		
9	SR-3 R/W ADDED	12/23/62		
8	LAND USE 75074, 75015 AND 75017 ADDED	12/23/62		
7	CONTRACTS 75771 & 75772 ADDED	12/23/62		
6	REVISION			
5	REVISION			
4	REVISION			
3	REVISION			
2	REVISION			
1	REVISION			

UNITED STATES DEPARTMENT OF THE INTERIOR
 BONNEVILLE POWER ADMINISTRATION
 HEADQUARTERS, PORTLAND, OREGON

KITSAP - FAIRMOUNT NO 1
 KITSAP-BANGOR SECTION
 115 KV TRANSMISSION LINE
 LONG MILE 14 FROM KITSAP (6076')

DATE: 12-6-62
 SHEET 14 OF 1
 125514 202-62

Bonneville Power Administration
 Case No. 970319

GTE Site WA0193 (Bangor)

In SW1/4 SW1/4, Section 28
 T. 26 N., R. 1 E., W.M.
 Kitsap County, WA

EXHIBIT C

PCS on BPA Transmission Structures
Engineering and Safety Design Requirements

(1/7/97 edition)

1. At a minimum the PCS installation shall comply with the National Electric and National Electric Safety Codes.
2. The following clearances apply to the location of PCS equipment on BPA transmission structures:

All components shall meet the following minimum clearances to conductor:

Voltage	Clearance (ft)	
	BPA or Electrical Contractor Installed and/or Maintained	Non-electrical Contractor Installed and/or Maintained
115	4	15
230	6	15
345	9	16
500 AC	11	20
500 DC	13	21

(These clearances are based on the greater of, BPA/NESC clearances to grounded messengers or BPA Accident Prevention Manual clearances for work without hold orders, then rounded up to the next whole number. These are safety clearances and do not guarantee performance of the PCS equipment.)

3. All non BPA operated construction equipment shall meet the following clearances to conductors:

Voltage	Clearance (ft)
230 and below	15
345	16
500 AC	20
500 DC	21

4. Only BPA employees and BPA designated contractors are allowed to climb on BPA transmission structures or use bucket trucks to install PCS equipment in transmission structures.

5. Requirements for electric and telephone service to the PCS equipment.

The installation of electric and telephone circuits on BPA easements requires an evaluation considering public safety, reliability of BPA's transmission lines, reliability of the electric or telephone circuits, and future BPA construction plans. To perform this evaluation drawings submitted with the PCS design package need to include: scale drawings showing total extent of electric and telephone service route on either BPA easement or fee owned property referenced to BPA facilities, name of the owner of the service, and design details such as voltage and burial depth. If the proposed installation is acceptable BPA will issue a permit to the owner of the circuit.

General Requirements - Underground cables on BPA easements should maintain 50 feet of clearance to steel lattice tower legs and 25 feet to woodpoles and guy anchors. An evaluation of specific sites may allow reduced clearances. Cables running parallel to the centerline should be routed along the edge of the easement whenever practical. Minimum burial depth for cables is 30 inches for power cables and 24 inches for telephone cables. Underground cables shall not cross transmission line grounding systems and shall maintain a minimum clearance of 15 feet from the end of a grounding system. Structure grounding systems are normally used only on structures equipped with shieldwires. Cable locations will be marked when practical with permanent signs where they enter and leave BPA easements and at angle points within the easement. The easement shall be returned to its original condition following construction. No grade changes to facilitate construction or disposal of overburden shall be allowed without BPA approval. No blasting is allowed on the easement without BPA approval.

Specific Requirements - The following requirements apply to the installation of telephone and power cables in the immediate vicinity of PCS sites. Electric service padmount transformers and telephone service pedestals shall be under the structure or a minimum of 25 feet from the structure. Underground electric and telephone cables shall be installed in nonconductive conduit for a minimum of 25 feet from the structure. These conduits shall have a minimum cover of 24 inches for telephone cables and 30 inches for power cables. Buried cable locations will be marked with permanent signs. Electric and telephone service poles shall be a minimum of 25 feet from the legs of a steel structure or woodpoles. Overhead cable feeds shall have a minimum ground clearance of 24 feet.

The electric and telephone services to the site shall be designed to prevent transmission line surges from entering either system. The electric service transformer shall serve only the PCS equipment. No other service drops from these transformers are permitted with the exception that additional PCS equipment at the same site can be supplied by the same transformer. Isolation transformers can also be used. Isolation transformers should have an insulation rating above the calculated maximum potential rise of the transmission structure during faults. The telephone service shall be provided by either; all dielectric fiberoptic cable or a cable equipped with power system ground fault protection.

6. Location of the PCS equipment in the transmission structure should not adversely interfere with BPA transmission maintenance activities, e.g., coaxial cable routing and antenna array location should not interfere with the lineman climbing route or hot stick attachment locations designed into the structure.

7. Cabinets mounted on the ground should be located under lattice steel structures and a minimum of 5 feet away from woodpoles. In approving equipment locations BPA will consider future additions. Consider replacing aged woodpoles prior to installation of antennas on woodpole structures

8. Grounding - The PCS grounding system shall include potential gradient control. At a minimum, a grounding loop shall be installed around the cabinet mounting pad. Grounding loops shall be buried a minimum of 12 inches deep. Use of geotech fabrics and gravel around the pads are acceptable if compatible with underlying land use. The grounding loop shall be grounded at a minimum of two locations to the PCS equipment and the transmission structure.

Fences are allowed around the PCS site with the following restrictions. Fences installed less than 10 feet from a transmission structure shall be grounded to the transmission structure at a minimum of two locations. Fences grounded to transmission structures shall have a grounding loop installed 3 feet outside the fence and buried a minimum of 12 inches deep. The grounding loop shall be connected to the fence at a minimum of two locations. Fences around the outside of the structure legs or woodpoles will leave a minimum of 4 feet between the fence and the legs or poles.

To make PCS copper grounding materials compatible with BPA spread type galvanized steel footings, woodpole galvanized steel anchors, and aluminum transmission grounding; a cathodic protection system shall be installed when these types of footings, anchors, and grounding are present. Cathodic protection of steel lattice structure footings can be accomplished by installing eight 17 pound prepackaged magnesium anodes, two per footing. Cathodic protection for protecting anchors can be accomplished by installing one 17 pound prepackaged magnesium anode for each anchor. Cathodic protection for transmission grounding systems can be accomplished by using four 17 pound prepackaged magnesium anodes per structure. The anodes will be strategically located around the structure and connected through a cathodic protection test station to the structure. BPA will supply drawings showing the required anode placement.

9. Vegetation control shall not be done with chemicals without BPA approval.

10. Whenever practical refuel equipment off the BPA easement or fee owned property. When not practical transfer flammable liquids between metal containers only after electrically bonding the containers together to eliminate the potential for arcing ignition of the fuel.

11. Permanent and temporary installation of engine generators on BPA easement and fee owner property shall comply with the following restrictions. The engine generator and any separate metallic fuel storage container shall be effectively grounded to the PCS grounding system. Ground potential rise shall be controlled around the engine generator and any metallic storage container with the use of buried grounding rings or temporary grounding mats. Refueling of the engine generator shall follow the bonding procedure as described in number 10 above.

12. Any increase in structure height greater than 20 feet will be evaluated by BPA to determine the need for airway marking. Any airway marking planned by the PCS provider will be reviewed by BPA to determine if the marking is needed and the impact it may have on the public.

13. The PCS provider's written safety procedures for construction and maintenance should address the unique safety issues associated with communication equipment connections to power transmission structures.

14. Construction drawings shall be provided for review by BPA Technical Services prior to start of construction.

15. Contact Dan Nichols (503-230-5046 FAX 503-230-3212) with questions on these requirements.



*orig - Roseman
CC: Cust files
Michelle DeKeyser
Nancy*

Kelly L. Given • Counsel • Phone 925.212.7457 • Fax 714.734.3229

August 28, 2001

09-04-01A11:10 RCVD

Ms. Nancy E. Morgan
Wireless Program Manager and Account Executive for
Transmission Marketing and Sales
U.S. Department of Energy
Bonneville Power Administration
P.O. Box 491
Vancouver, Washington 98666-0491

**Re: Notice of Asset Transfer
Your file Number TM-Ditt2
Contract Number 96MS-95361**

Dear Ms. Morgan:

Pursuant to the terms of the Master Lease Agreement between the U.S. Department of Energy acting by and through the Bonneville Power Administration, and GTE Wireless of the Pacific Inc, this letter is notice of the asset transfer of certain facilities leases from GTE Wireless of the Pacific Inc. to Cingular Wireless LLC, a Delaware limited liability company, on behalf of Pacific Bell Wireless Northwest, LLC, a Delaware limited liability company doing business as Cingular Wireless, with regard to the June 2000 Purchase Agreement between GTE Wireless Incorporated and SBC Communications Inc.

The facilities leases transferred are:

WA0156	Ames Lake	WA0108	Lake Grove
WA 0193	Bangor	WA0099	Maltby
WA0214	Berrydale	WA0313	Plateau
WA0294	Blaine	WA0300	Rattlesnake Ridge
WA0096	Cedar Grove	WA0452	Silver Creek
WA0215	East Auburn	WA0420	Snohomish
WA0346	East Lake Stevens	WA0434	Snoqualmie Ridge
WA0100	Echo Lake	WA0211	South Tiger Mt.
WA0176	Indian Trails	WA0166	Tanner
WA0140	Issaquah	WA0210	Tiger Mt.

August 28, 2001
Page 2 of 2

Following are the contacts for property management issues and legal counsel.

Ms. Alma Newgard, Property Manager
Cingular Wireless
2445 140th Avenue NE, Ste. 202
Bellevue, WA 98005
(425) 895-6963 Telephone Number
(425) 895-7099 Facsimile Number
Alma.Newgard@Cingular.com

Ms. Patricia Stout, Counsel – West Region
Cingular Wireless
2521 Michelle Drive, Second Floor
Tustin, CA 94568
(714) 734-3240 Telephone Number
(714) 734-3229 Facsimile Number
Patricia.Stout@Cingular.com

Billing correspondence should be directed to Alma Newgard, Property Manger, Cingular Wireless at the above address.

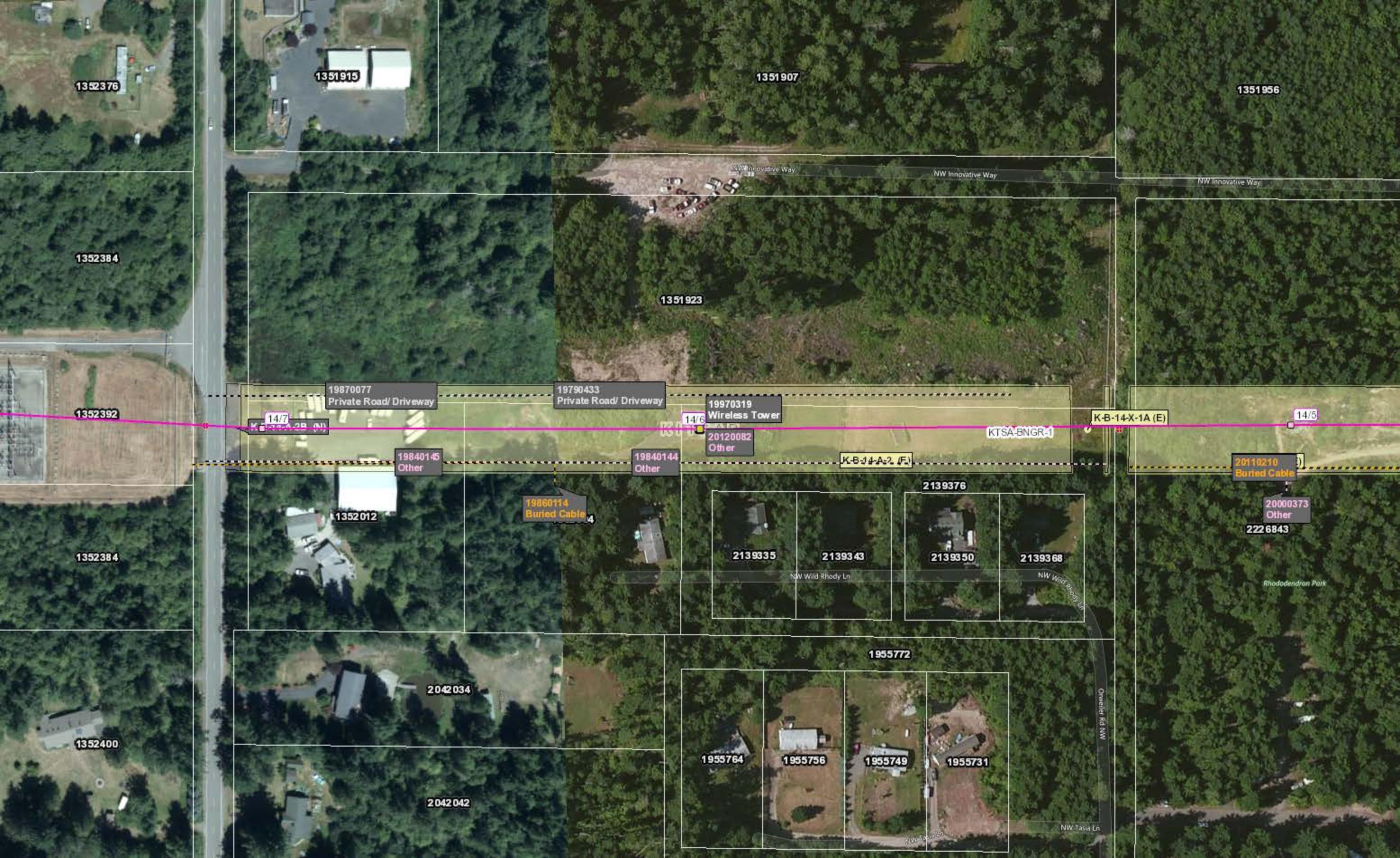
The ultimate majority owner of the assignee is SBC Communications, Inc., a Delaware Corporation.

If there are any further questions regarding the transfer, please feel free to contact me at (925) 212-7457.

Sincerely,



Kelly Given
Counsel – West Region



1352376

1351915

1351907

1351956

1352384

1351923

1352392

19870077
Private Road/ Driveway

19790433
Private Road/ Driveway

19970319
Wireless Tower

K-B-14-X-1A (E)

14/7
K-B-14-A-2B (N)

14/6

20120082
Other

K-TSA-BNGR-1

14/5

19840145
Other

19840144
Other

K-B-14-A-2 (F)

20110210
Buried Cable

1352012

19860114
Buried Cable

2139335

2139343

2139376

2139350

2139368

20000373
Other

222 6843

1352384

NW Wild Rhody Ln

NW Wild Rhody Ln

Rhododendron Park

1352400

2042034

1955772

1955764

1955756

1955749

1955731

2042042

NW Tasia Ln

20/20082



Department of Energy
 Bonneville Power Administration
 P.O. Box 3621
 Portland, Oregon 97208-3621

Oct 07 2013

CLOSING COVER SHEET

LIS TRACT IDs.: K-B-14-A-2

LIS CASE No.: 20120082

LANDOWNER: NEW CINGULAR WIRELESS

OCT 07 2013 *Rut*

To: Records Officer – TERS-3

This case has been closed by Real Property Services. Please verify data on the Land Information System and process the record for storage and retrieval.

- Disposal action has been completed on the above tract(s).
- GIS MAPPING NECESSARY (if full disposal) – Send to TERG-TPP-4
- Partial Disposal has been completed.
- Easement rights have been granted.
- No Rights Issued.
- Date Encroachment Removed:
- No Permit required as crossing is to be located within a public or county roadway.
- NO MAPPING NECESSARY.
- MAPPING NECESSARY - Send to TERM-TPP-4
- Cancellation.
- Instrument (i.e., LUAG, Service Line Agreement, Notice of Limited Consent, etc.)
- Other.

Miroslava Rivera, Realty Specialist *[Signature]*

Note:

Attachment

cc:

EP
u/1/14



Department of Energy
Bonneville Power Administration
PO Box 3621
Portland, OR 97208-3621

September 7, 2012

In reply to: TERR-3
BPA Case No. 20120082

Tract No. K-B-14-A-2
Line Name: Kitsap-Fairmount No. 1 (oper. as Kitsap-Bangor No. 1)
Structure No. 14/6
ADNO: 8312
Bangor Site (WA0193)/Case No. 19970319

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Admn.
16331 NE. 72nd Way, RTC1
Redmond, WA 98052

LAND USE AGREEMENT

Bonneville Power Administration (BPA) hereby agrees to your use of BPA's easement area for construction/installation, use, and maintenance of a dedicated pad mount transformer and 2" conduit (non-conductive) with underground power.

The location of your use is partially within the SW¹/₄SW¹/₄ of Section 28, Township 26 North, Range 1 East, Willamette Meridian, Kitsap County, State of Washington, as shown on the attached segment of BPA Drawing No. 125514, marked as Exhibit A, Puget Sound Energy drawing page 1 of 1, marked Exhibit B and New Cingular Wireless drawing A-1, marked Exhibit C.

You shall not make any changes or additions to your use of the right-of-way without BPA's review and written approval. Any other uses and utilities on the right-of-way must be applied for separately.

Please note that BPA is not the owner of this property. If you are not the owner, you must obtain the owner(s) permission to use this property. There may also be other uses of the property that might be located within the same area as your project. This agreement is subject to those other rights.

This agreement is entered into with the express understanding that it is not assignable or transferable to other parties without the prior written consent of BPA. This agreement is revocable at will by BPA and does not modify, change, or otherwise alter the rights BPA acquired by Deed. BPA may terminate this agreement upon 30 days written notice.

The subject use of this easement area has been determined not to be a hazard to, or an interference with, BPA's present use of this easement for electric transmission line purposes. Accordingly, there is no present objection to such use. However, if BPA should determine at any time, that your use has become a hazard to the presently installed electrical facilities of BPA, or any facilities added or constructed in the future, or if such use should interfere with the inspection, maintenance, or repair of the same, or with the access along such easement, you will be required to stop your use or remove such hazard or interference from the right-of-way at no expense to BPA.

Tim Murray is the BPA Project Manager. His phone number is 360-619-6328. No construction activities are permitted without the express permission of the Project Manager. The Project Manager must approve of any proposed changes to the final location of the dedicated pad mount transformer and 2" conduit with underground power.

BY ACCEPTING THIS LAND USE AGREEMENT YOU ARE AGREEING TO THE FOLLOWING CONDITIONS

1. The construction/installation of your approved use must be completed by September 7, 2013. If you have not completed your project by the above date, you must inform BPA five working days in advance to receive an extension.
2. New Cingular Wireless PCS, LLC (Cingular Wireless) will notify BPA's Project Manager, Tim Murray at 360-619-6328 for BPA's necessary coordination with BPA's Transmission Lineman Foreman III, at least 48 hours prior to entering upon BPA property or right of way to perform construction work.
3. Mark the location of the dedicated pad mount transformer and 2" conduit with underground power with permanent signs and maintain such signs where they enter and leave BPA's right-of-way, and at any angle points within the right-of-way.
4. Cingular Wireless is responsible for locating and avoiding all other underground utilities in the area of their construction.
5. Construction equipment, machinery, and vehicles traveling on BPA's right-of-way shall come no closer than 15 feet to any BPA conductor. Do not measure this with measuring tape, pole, or other physical means.
6. The pad mount transformer shall be dedicated to serve only the wireless equipment. No other service drops from these transformers are permitted with the exception that additional wireless equipment at the same site can be supplied by the same transformer.

7. The pad mount transformer shall be located a minimum of 50 feet from any other electric service transformer. It shall also be located 50 feet away from any other utility junction box.
8. The pad mount transformer shall be located a minimum of 50 feet from any conductive underground pipe. This not only includes such examples as utility-owned water, sewer and gas lines, but also applies to customer-owned residential hookups.
9. The grounding of the pad mount transformer shall be located a minimum of 100' from the transmission structure.
10. Underground power cables shall be installed in non-conductive conduit for a minimum of 50 feet from steel tower structures. In addition, non-conductive conduit shall be used within 25 feet of underground counterpoise.
11. Where practicable, the conduit shall maintain a minimum horizontal clearance of 50 feet to the point where steel lattice tower legs or concrete foundations enter the earth. In addition, a 25 foot clearance should be maintained from any underground counterpoise (BPA transmission line grounding system).
12. Underground power cables shall be installed within non-conductive conduit and for the entire cable run from site to dedicated transformer shall maintain a minimum distance of 25 feet from any other conductive underground entity, including but not limited to: utilities such as water, sewer, gas, telephone, cable or other underground electric cables; private party sewer/water/gas hookups; any other electric service transformers.
13. Design and build the conduit with underground power constructed within BPA's property to withstand HS-20 loading for BPA's heavy vehicles.
14. Bury and maintain the conduit with underground power to a depth of 30 inches or comply with applicable National Electrical Safety Code (NESEC), national, state, and/or local standards, whichever is greater.
15. Underground power cables shall not cross counterpoise (BPA transmission line grounding system) and shall maintain a minimum clearance of 15 feet from the end of the counterpoise, unless installed within two (2) PVC conduit pipes (double wall of schedule 80).
16. Underground power cables running parallel to the centerline should be routed along the edge of the easement whenever practical.
17. Emergency generators are not permitted to be installed within BPA right-of-way. They may be placed temporarily on right-of-way in emergency situations, or permanently installed outside the right-of-way. However, no permanent power connection from emergency generator to wireless installation is permitted. Generators shall be refueled off right-of-way.
18. Vegetation control shall not be done with chemicals without BPA approval.
19. BPA shall have the right to use the road for access to its structures, both to and along its transmission line right-of-way, for maintenance purposes.
20. No storage of flammable materials or refueling of vehicles or equipment on BPA property.
21. BPA right-of-way and access roads shall be returned to their original condition following construction. No grade changes to facilitate construction or disposal of overburden shall be allowed.

22. Access to BPA transmission line system by BPA and/or its contractors shall not be obstructed at any time.
23. Nuisance shocks may occur within the right-of-way. Grounding metal objects helps to reduce the level of shock. It is suggested that construction equipment be grounded with a drag chain.
24. The pad mount transformer shall comply with applicable National Electrical Safety Code (NESEC), national, state, and/or local standards, which ever is greater.
25. To ensure safety of workers and uninterrupted operation of transmission lines, if applicant feels that construction activities occurring under the conductors (wires) or lifting of equipment that has the potential to reach over 20 feet and may come in contact with the conductors (wires), applicant shall employ a BPA approved safety watcher. **Please contact BPA for a current list of BPA approved Safety Watchers.**

A COPY OF THIS AGREEMENT SHALL BE PHYSICALLY LOCATED AT THE PROJECT DURING CONSTRUCTION ACTIVITIES.

IN ADDITION, THE FOLLOWING IS BROUGHT TO YOUR ATTENTION

If the actual location of the dedicated pad mount transformer and 2" conduit with underground power installation differs significantly from location shown on Exhibit B and C, BPA requires that Cingular Wireless provide as-built drawings within 120 days from the date of the completion of construction.

You agree to assume risk of loss, damage, or injury which may result from your use of the easement area, except for such loss, damage, or injury for which BPA may be responsible under the provisions of the Federal Tort Claims Act, 62 Stat. 982, as amended. It is understood that any damage to BPA's property caused by or resulting from your use of the easement area may be repaired by BPA, and the actual cost of such repair shall be charged against and be paid by you.

Construction/installation, use, and maintenance of the dedicated pad mount transformer and 2" conduit with underground power shall be at no cost to BPA.

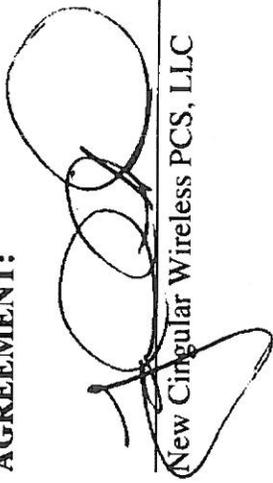
BPA seeks your help maintaining the integrity of the electrical transmission system. Please report any Vandalism or Theft to the BPA Crime Witness program at 1-800-437-2744. Cash rewards of up to \$25,000 will be paid should information lead to the arrest and conviction of persons committing a crime.

BPA shall not be liable for damage to your property, facilities, or injury to persons that might occur during maintenance, reconstruction, or future construction of BPA facilities as a result of your facilities being within the right-of-way.

If you have any questions or concerns, please notify this BPA Realty Office. You may direct any communication to Bonneville Power Administration, Real Estate Field Services (TERR-3) PO Box 3621, Portland, OR 97208-3621, or telephone Miroslava Rivera at 1-800-836-6619 or directly at 503-230-5611.

THIS LAND USE AGREEMENT BECOMES EFFECTIVE UPON THE SIGNATURE OF ALL PARTIES.

I HAVE READ, UNDERSTAND, AND CONCUR WITH THE TERMS OF THIS AGREEMENT:

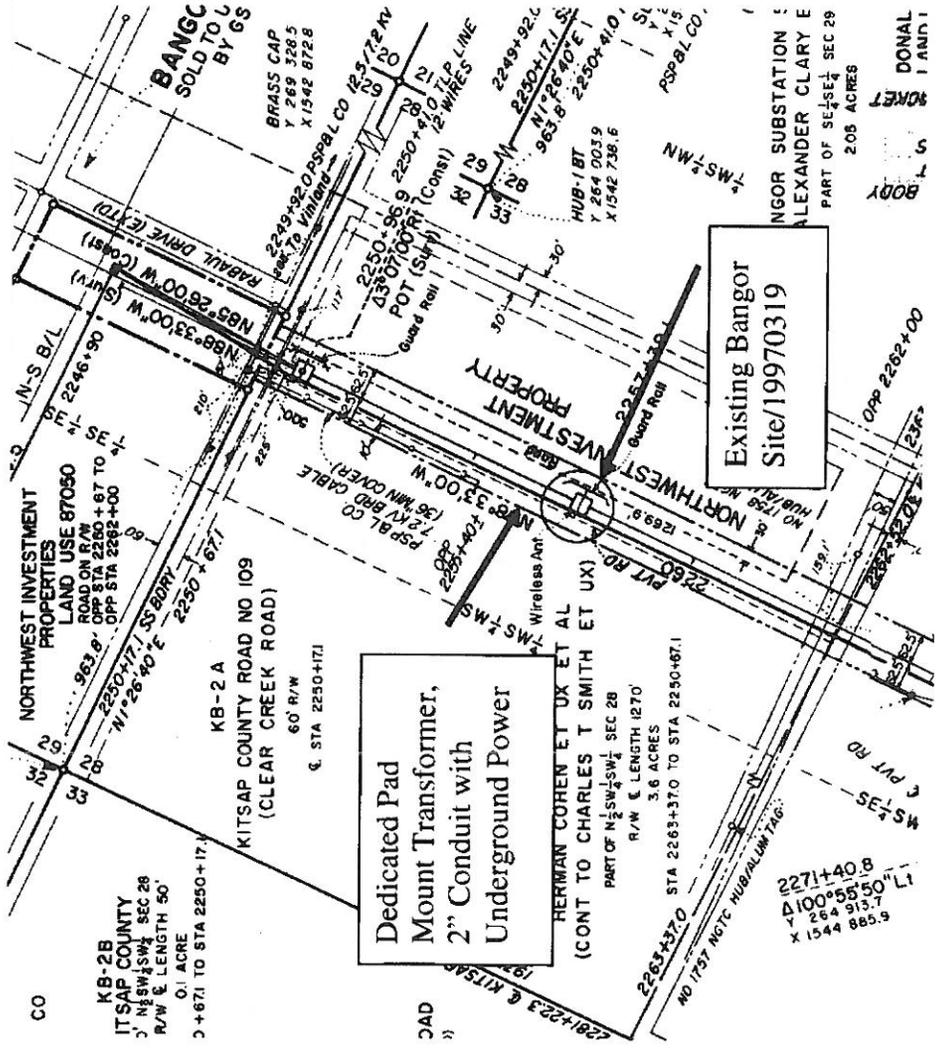

New Cingular Wireless PCS, LLC

9/11/2012
Date

THIS AGREEMENT IS HEREBY AUTHORIZED BY BONNEVILLE POWER ADMINISTRATION:

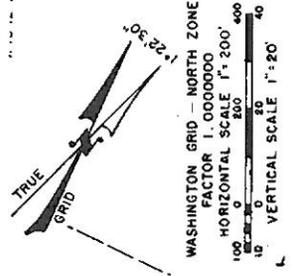
Miroslava Rivera
Miroslava Rivera
Realty Specialist

9/19/2012
Date



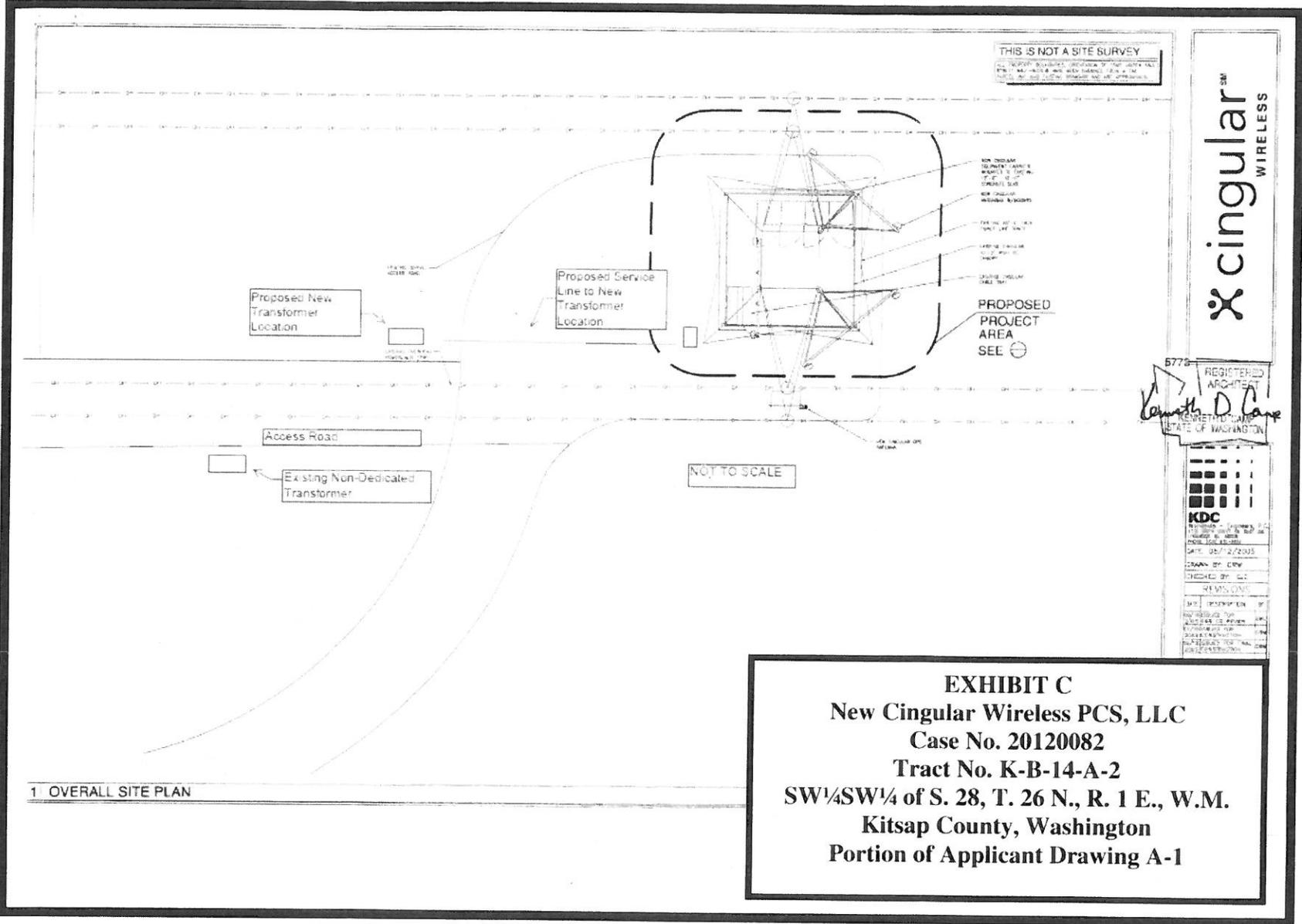
Existing Bangor Site/19970319

Dedicated Pad
 Mount Transformer,
 2" Conduit with
 Underground Power



OFFICIAL USE ONLY
 MAY BE EXEMPT FROM PUBLIC RELEASE
 UNDER THE FREEDOM OF INFORMATION ACT
 (5 USC 552) EXEMPTION 2,
 CIRCUMVENTION OF STATUTE
 DO NOT DUPLICATE-DISTRIBUTE-PUBLISH
 OR SHARE UNLESS AUTHORIZED BY BPA

EXHIBIT A
New Cingular Wireless PCS, LLC
Case No. 20120082
Tract No. K-B-14-A-2
SW¹/₄SW¹/₄ of S. 28, T. 26 N., R. 1 E., W.M.
Kitsap County, Washington
Portion of BPA Drawing 125514
Kitsap-Fairmount No. 1 (oper. as
Kitsap-Bangor No. 1)



THIS IS NOT A SITE SURVEY
 ALL PROPERTY BOUNDARIES, DIMENSIONS, ETC. ARE TO BE VERIFIED BY THE APPLICANT.
 THIS PLAN IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A CONTRACT.

cingular
 WIRELESS

5778
 REGISTERED ARCHITECT
Kenneth D. Carr
 KENNETH D. CARR ARCHITECT
 STATE OF WASHINGTON

KDC	REGISTERED ARCHITECT
1111 1st Avenue, S.E.	SEATTLE, WA 98104
PH: 206.461.1111	FAX: 206.461.1112
WWW.KDCARCH.COM	
DATE: 05/12/2015	
DRAWN BY: GJ	CHECKED BY: GJ
REVISIONS:	
NO. 1	DESCRIPTION
1	ISSUED FOR PERMIT
2	ISSUED FOR PERMIT
3	ISSUED FOR PERMIT
4	ISSUED FOR PERMIT
5	ISSUED FOR PERMIT
6	ISSUED FOR PERMIT
7	ISSUED FOR PERMIT
8	ISSUED FOR PERMIT
9	ISSUED FOR PERMIT
10	ISSUED FOR PERMIT

EXHIBIT C
New Cingular Wireless PCS, LLC
Case No. 20120082
Tract No. K-B-14-A-2
SW¼SW¼ of S. 28, T. 26 N., R. 1 E., W.M.
Kitsap County, Washington
Portion of Applicant Drawing A-1

1 OVERALL SITE PLAN



Department of Energy
Bonneville Power Administration
PO Box 3621
Portland, OR 97208-3621

September 19, 2012

BPA Case No. 20120082
Tract No. K-B-14-A-2
Line Name: Kitsap-Fairmount No. 1 (oper. as Kitsap-Bangor No. 1)
Structure No. 14/6
ADNO: 8312

FEDERAL EXPRESS

WesTower Communications
Attn: Heather Hamilton Wasnick
c/o New Cingular Wireless PCS, LLC
7525 SE 24th Street, Suite 500
Mercer Island, WA 98040

Dear Ms. Wasnick:

Enclosed is the fully executed Land Use Agreement for the use of Bonneville Power Administration's (BPA) easement area for construction/installation, use, and maintenance of a dedicated pad mount transformer and 2" conduit (non-conductive) with underground power.

If you have any questions or need further assistance, please feel free to contact me toll-free at 800-836-6619, extension 5582.

Sincerely,

Cyndi-Lynne Reynolds
Realty Technician

Enclosure

bcc:

Official File – TERR-3 (20120082)

CKReynolds:ckr:09/19/2012 (W:\CASE FILE\012CASE\20120082CVRLTR02.doc)

WESTOWER
COMMUNICATIONS

September 12, 2012

United State Department of Energy
Bonneville Power Administration
Attn: Christine Kimball – TERR-3
PO Box 491
Vancouver, WA 98666-9918

RE: WA193 Bangor
BPA Site: Kitsap-Fairmount No. 1 (oper. As Kitsap-Bangor No. 1) Structure 14/6
ADNO: 8312
Bangor Site (WA0193) Case No. 19970319

Christine:

Attached, please find one partially executed Land Use Agreement related to the BPA Site: Kitsap-Fairmount No. 1 (oper. As Kitsap-Bangor No. 1) Structure 14/6; ADNO: 8312; Bangor Site (WA0193) Case No. 19970319.

As per your direction, we have retained one partially executed original Land Use Agreement for our records and anticipate receipt of a fully executed copy once executed by Bonneville Power Administration.

Please advise if I may be on any further assistance in the interim.

Respectfully,



Heather Hamilton Wasnick
Carrier Growth, Site Acquisition
hwasnick@westower.com
918.852.0693

Xc: Josh Adair



Department of Energy

Bonneville Power Administration
PO Box 3621
Portland, OR 97208-3621

TRANSMISSION BUSINESS LINE

September 7, 2012

BPA Case No. 20120082

Tract No. K-B-14-A-2

Line Name: Kitsap-Fairmount No. 1 (oper. as Kitsap-Bangor No. 1)
Structure No. 14/6

ADNO: 8312

FEDERAL EXPRESS

WesTower Communications

Attn: Heather Hamilton Wasnick

c/o New Cingular Wireless PCS, LLC

7525 SE 24th Street, Suite 500

Mercer Island, WA 98040

Dear Ms. Wasnick:

This letter is in reference to the New Cingular Wireless PCS, LLC (Cingular Wireless) application to use Bonneville Power Administration's (BPA) easement property. Enclosed are two copies of the Land Use Agreement citing the conditions under which their use is authorized. Please have Cingular Wireless sign one copy and return to this office in the enclosed business-reply envelope. The second copy is for your records, until a fully executed copy is returned to you.

If BPA does not receive a signed copy of this agreement within 30 days, the agreement will be null and void.

Cingular Wireless and their contractors must be familiar with and aware of the conditions contained in this agreement as some of them pertain to safety issues. Accordingly, a copy of this agreement shall be physically located on the project during construction activities.

If you have any questions, please feel free to contact me at 503-230-5599

Sincerely,

A handwritten signature in cursive script that reads "Christine Kimball".

Christine Kimball
Realty Technician

Official File Copy

Enclosures

MDeKlyen:cmk:599-08/31/2012(W:\tsr_wg\CASE\CASE
FILE\012CASE\20120082CVRLTR.doc)

DATE: 8/22/2012
TO: Real Property Management Section – TERR
FROM: Stefan Fraering - Technical Services - TEL
SUBJECT: Engineering Review of R/W Use Permit

APPLICATION FOR: Pad Mount Transformer and buried conduit for electrical power.
APPLICANT: AT&T - New Cingular Wireless PCS, LLC/c/o Goodman Networks Inc.
CASE NO.: 20120082
TELE LOG NO.: 12-052

COMMENTS:

Based on the documentation provided; design does not meet engineering requirements:

- 1) Keep a minimum separation of 100ft. between the PSE Transformer and the Meter Bass (located at BPA Structure)
- 2) Have AT&T install a 50KVA Isolation Transformer between the PCS equipment and the Meter Base.

A permit should only be issued if all comments and reservations are met.

RESERVATIONS:

- The electric service transformer shall be dedicated to serve only the wireless equipment. No other service drops from these transformers are permitted with the exception that additional wireless equipment at the same site can be supplied by the same transformer.
- The utility electric transformer shall be located a minimum of 50 feet from any other electric service transformer. It shall also be located 50 feet away from any other utility junction box.
- The utility electric transformer shall be located a minimum of 50 feet from any conductive underground pipe. This not only includes such examples as utility-owned water, sewer and gas lines, but also applies to customer-owned residential hookups.
- The grounding of the utility electric transformer or telephone service supply (telephone pedestals included) shall be located a minimum of 100' from the transmission structure.
- Underground electric, telephone and fiber cables shall be installed in non-conductive conduit for a minimum of 50 feet from steel tower structures. In addition, non-conductive conduit shall be used within 25 feet of underground counterpoise.
- Where permissible, Underground cables should maintain a minimum horizontal clearance of 50 feet to the point where steel lattice tower legs, wood poles, steel poles, concrete poles, concrete foundations and guy anchors enter the earth. In

- addition, a 25 foot clearance should be maintained from any underground counterpoise (BPA transmission line grounding system).
- Wireless equipment underground electric service cables shall be installed within non-conductive conduit and for the entire cable run from site to dedicated transformer shall maintain a minimum distance of 25' from any other conductive underground entity, including but not limited to: utilities such as water, sewer, gas, telephone, cable or other underground electric cables; private party sewer/water/gas hookups; any other electric service transformers.
 - The underground cable (fiber, electric, telephone, etc.) shall be designed to withstand an HS-20 type loading caused by BPA heavy maintenance vehicles.
 - The underground power shall be buried with a minimum cover of 30 inches to meet BPA requirements.
 - The fiber/telephone shall be buried with a minimum cover of 24 inches to meet BPA requirements.
 - Underground cables shall not cross counterpoise (BPA transmission line grounding system) and shall maintain a minimum clearance of 15 feet from the end of the counterpoise, unless installed within two (2) PVC conduit pipes (double wall of schedule 80).
 - Cables running parallel to the centerline should be routed along the edge of the easement whenever practical.
 - All wireless grounding and cathodic protection shall be done in accordance with "Wireless Antennas on BPA Transmission Structures: Engineering and Safety Requirements".
 - Wireless facilities shall be grounded according to BPA specifications and requirements.
 - The underground cables locations shall be marked with permanent signs where they enter and leave the BPA right-of-way, and at angle points within the right-of-way.
 - Fiber may be marked with omni balls and permanent markers according to drawing specifications. Metal armor or tracer wires are unacceptable as they are a safety hazard.
 - All wireless installations shall comply with National Electrical Code (NEC) and National Electrical Safety Code (NESC), as well as any other applicable state/county/national codes.
 - All clearances to conductors shall be maintained as specified in document "Wireless Antennas on BPA Transmission Structures: Engineering and Safety Requirements".
 - All non-BPA operated construction equipment shall meet the clearances to conductors as specified in document "Wireless Antennas on BPA Transmission Structures: Engineering and Safety Requirements".
 - Emergency generating units cannot be stored on BPA right of way. They may be placed temporarily on right of way in emergency situations. Generators shall be refueled off right of way.
 - Use of geotech fabrics and gravel is acceptable if compatible with underlying land use.

- Fences that meet BPA specifications and requirements are allowed. Fences shall not be connected to other fences leaving the immediate vicinity of the wireless installation. See also "Wireless Antennas on BPA Transmission Structures: Engineering and Safety Requirements".
- Vegetation control shall not be done with chemicals without BPA approval.
- No blasting is allowed on the easement without BPA approval.
- Any tower height increase due to attaching an antenna or microwave dish shall be evaluated by BPA airway marking and lighting coordinator. Airway marking and/or lighting planned by the wireless provider shall be reviewed by BPA.
- No structures greater than 1000 cubic feet in area are allowed on BPA rights of way.
- The roads shall be designed to withstand an HS-20 type loading caused by BPA heavy maintenance vehicles.
- Provide an approach off the edge of the road wide enough to turn into minimum 16 foot wide access road on the right-of-way.
- Only BPA employees and BPA designated contractors are allowed to climb on BPA transmission structures or use bucket trucks to install wireless equipment on transmission structures.
- BPA shall have the right to use the road for access to its structures, both to and along its transmission line right-of-way, for maintenance purposes.
- Access to BPA structures shall remain open and unobstructed at all times.
- Construction equipment shall maintain a minimum distance of 15 feet between the equipment and transmission line conductors at all times. Do not measure this with measuring tape, pole, or other physical means.
- BPA right-of-way and access roads shall be returned to their original condition following construction. No grade changes to facilitate construction or disposal of overburden shall be allowed. Any damage to BPA property resulting from the proposed right-of-way or access road use shall be repaired at the applicant's expense.
- No storage of flammable materials is allowed on the right-of-way.
- No refueling of vehicles or equipment is allowed on the right-of-way.
- Nuisance shocks are common on high voltage transmission line rights-of-way. Please plan your uses taking this into consideration.

Please call me at extension 6744, if you have any questions.

RECEIVED

AUG 08 2012

REAL ESTATE FIELD SERVICES

SITE SPECIFIC NOTES

V01: 626482-154325
Inst Primary LB Elbow

V02: Inst MP H1 & Grounds
Set 25kV 120/240V PM Transformer
Inst Primary LB Elbow & Dust Cap
Connect and Tag Customer owned 1-Run 3/0 UG Tplx Svc to Cell Site
Inst Grid: 626485-154335

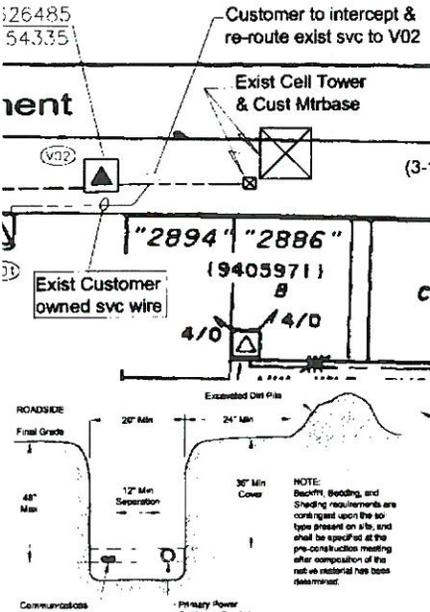
SPAN NOTES

V01-V02: Inst 1-Run 1/0 Solid Jkt UG Primary in PSE provided 2" DB-120 Conduit. Customer to provide trenching and Restoration per PSE Standards. L = 125'
Inst Cable # AFK565-C

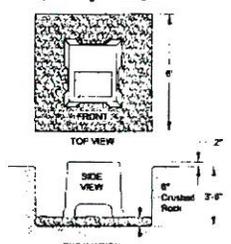
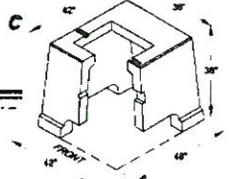
POWER GENERAL NOTES - COMMERCIAL PROJECT

- All materials to be installed in accordance with Puget Sound Energy's (PSE) standards. Any deviation from this work sketch must be AUTHORIZED by Potelec's Project Manager and NOTED on the Foreman's Copy.
- All switching arrangements and/or outage arrangements are to be made with the Project Manager at least three (3) working days in advance.
- Contact the Utilities Underground Location Center (1-800-424-5555) at least 48 hours prior to commencing work to get the underground facilities located.
- STAKING: The customer will provide all staking (transformer, handhole, trench, grade, lot, pole, sidewalk, etc.). See sketch and details for locations. Equipment locations must be approved by the Project Manager.
- SITE PREPARATION: The work area will be at or near finished grade, clear of trench spoils or construction materials which would restrict construction and/or equipment access, before work can begin.
- Roads shall be paved or have a compacted, crushed rock base in place.
- CLEARANCES: Transformers require a minimum of 6 feet from fire fighting equipment, 10 feet from combustible walls, overhangs, doors, and windows, and a minimum of 5 feet from the back of curb (or guard posts will be required per PSE standards). All conduits and vaults are to be at least 5 feet away from water, storm and sewer lines when paralleling them in the right of way, and at least 1 foot when crossing them.
- All work is to be done in accordance with local municipal and county permit requirements as applicable.
- Customer/Developer is responsible to provide, install and maintain all secondary service cables, conduits and crossings from the individual unit's meter base to the designated connection point.
- Inclement weather conditions may cause delays in construction times and dates.
- EXCAVATION: The customer is to provide all trenching, backfill, vault excavations, compaction and restoration per this sketch and per PSE standards. A minimum protective cover of 36" is required over PSE's primary voltage equipment and 24" is required of PSE's secondary voltage equipment. The customer will provide any and all shoring or they will side slope the trench to 1:1.

FOREMAN (CHECK BOX WHEN COMPLETED)		
<input type="checkbox"/>	PSE Equipment LOCKED/SECURED & Work Area left in CLEANSAFE Condition	
<input type="checkbox"/>	Grid, Cable, and Switch numbers INSTALLED & VERIFIED	
<input type="checkbox"/>	Field Changes RECORDED on As-built	
<input type="checkbox"/>	Material VERIFIED and CHANGES noted on Paperwork	
<input type="checkbox"/>	Total PRIMARY Cable noted on As-built	
<input type="checkbox"/>	Company ID's RECORDED in correct location on As-built	
<input type="checkbox"/>	Include correct FUSE SIZE on As-built & VERIFY proper PHASE	
<input type="checkbox"/>	Deviations noted on the As-built and their reason	
<input type="checkbox"/>	I certify that the work performed meets PSE's standards and procedures and that all quality requirements are met.	
Foreman's Signature _____		
Print Name _____ Date _____		
PROJECT PHASE	NOTIFY	ORDER#
POWER	Superior	X08338217
Modified Services		X414173883
Relocation	N/A	586214745
Removal	N/A	N/A
Temporary	N/A	N/A
Job Order	N/A	N/A
Distribution	N/A	N/A
HP	N/A	N/A
HP Svc/MASA	N/A	N/A
CABLE TV		
PHONE		
Project Manager Contact Information:		
Mike Klappertch		
253-608-9096 Cell Phone		
Piper		



(3-19A)



VAULT DETAIL
SCALE: NONE

CUSTOMER-SUPPLIED TRENCH FOR PRIMARY CABLE

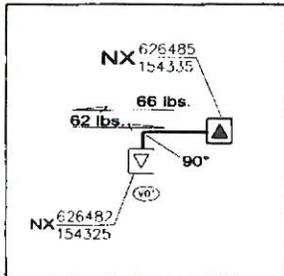
SCALE: NONE

PRIMARY CABLE				ASSEMBLY INFORMATION	
Cable Numbers	Please Record			Perman	Complete
B	C	Manufacturer	Year	Actual Amount Installed (Conduit & Cable)	
		AFK565			

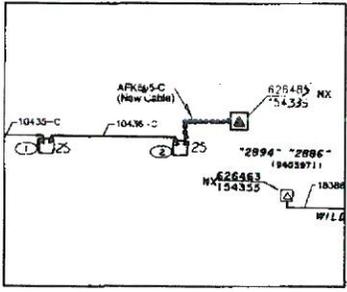
POTELEC DESIGN AND QUANTITY ASSURANCE

This design complies with PSE Design/Engineering Standards. Any field variations have been pre-approved and documented by the appropriate PSE Representative.

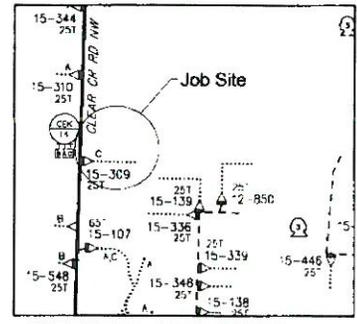
Signature: *[Signature]*
Date: 5/14/12



CONDUIT DIAGRAM
SCALE: NONE



PRIMARY UNDERGROUND CIRCUIT ONE-LINE DIAGRAM
SCALE: NONE



OVERHEAD CIRCUIT MAP
SCALE: 6" = 1 MILE

Deviation		Yes	No	PSE
*Locate Required		(Yes)	(No)	
*Outages Required		(Yes)	(No)	
*Flagging Required		(Yes)	(No)	

REV#	DATE	BY	DESCRIPTION
3			
2			
1			

COUNTY	Emer Sect	Gas Wk Ctr	POWER WK CTR
Kitsap	N/A	N/A	DSSPE

1/4 SEC	OP MAP	N/A	PLAT MAP
SE Sec 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50	N/A	N/A	N/A

U-MAP NO (POWER)	OH CKT MAP	UG CKT MAP	CIRCUIT NO
2601E112	260'E136	260'E111	CEK-14

UTILITIES CONTACT		JOINT FACILITIES A	
PHONE#			

PSE POTELEC DESIGN AND QUANTITY ASSURANCE

PUGET SOUND ENERGY

AT&T Cellsite
1-Plus UG Primary LI
16400 Clear Creek Rd.

DESIGNED BY Potelec Inc.

RECEIVED

AUG 08 2012

**REAL ESTATE FIELD
SERVICES**

**WESTOWER
COMMUNICATIONS**

July 12, 2012

Puget Sound Energy
Attn: Mike Klapperich, Project Manager
22884 Ryan Drive NW
Poulsbo, WA 98370

RE: ATT Site, WA193 Bangor -
BPA Site: BPA Structure BE66, Tower 14/6 of the Kitsap-Fairmount #1 (operated as Kitsap-Bangor #1)
Transmission Line.

Good Afternoon Mr. Klapperich:

This letter is written in further reference to the Customer Agreement for Underground Primary Line Extension as relates to the ATT Unmanned Telecommunications site located at 16400 Clear Creek Rd NW, Poulsbo, WA.

Attached, please find the executed Customer Agreement for Underground Primary Line Extension and the associated required fees in the amount of Ten Thousand Seven Hundred Fifty-Three and 91/100 (\$10,753.91).

If you have any questions, please feel free to contact me.

Thank you in advance,



Heather Wasnick
Carrier Growth, Site Acquisition
hwasnick@westower.com
918.852.0693

Westower Communications , 7525 SE 24th Street Suite 500, Mercer Island, WA 98040



PUGET SOUND ENERGY



POTELCO INC
A Questar Service Company

May 30, 2012

AT&T Mobility
16221 NE 72nd Wy., #RTC-3
Redmond, WA. 98052

Re: Customer Agreement for Underground Primary Line Extension
PSE order No. 105066005

Dear Mr. Joe Gonzalez,

In accordance with Puget Sound Energy's (PSE) Tariff G, Rate Schedule 86 "Line Extensions", on file with the Washington Utilities & Transportation Commission, this agreement confirms our intention to provide electrical services to your Shop project at 16400 Clear Creek Rd. NW, #Cell Site per the attached PSE design drawing. The delivery voltage of this electrical service is 120/240 volts, 1-Phs.

This cost information is valid for 90 days from the date of this letter, and is subject to being updated after that time. The payment of the total amount due and the return of signed documents as noted elsewhere in this letter is required prior to commencing our work.

Please make checks payable to Puget Sound Energy and return to address listed below:

22884 Ryan Dr. NW, _____ Poulsbo _____ 98370 _____
Address City Zip Code

The cost for this work is determined as follows:

Estimated Normal Construction Cost including transformation	\$ 8,851.23
Less: Applicable Margin Allowance	- \$ 0.00
Total line extension charge	= \$ 8,851.23
Other charges- Project Re-Estimate	\$ 546.74
Dedicated Facility	\$ 1,356.94
Relocation of Existing PSE Facilities	+ \$ 0.00
Total Other charges	= \$ 1,902.68
Total amount due under this letter	\$ 10,753.91

Charges for temporary and permanent electric service lines for your project are not included in the above charges. To order these services and obtain costs, please contact PSE at 888-321-7779 after electrical inspections have been approved. These additional charges will be billed after installation in accordance with Rate Schedule 86. These charges also do not include permitting fees or trenching and other excavation related work that is your responsibility.

Charges relating to your PSE-provided street lighting system in this project are not included in the above prices, and will come to you from PSE's Intolight department under separate letter. Charges relating to Rate Schedule 73 "Conversion to Underground Service for Customers other than Government Entities" will be addressed under separate letter.

This cost information reflects the work being performed during normal working hours. These charges do not include permitting fees or trenching and other excavation-related work that is your responsibility to provide.

Please review the attachments provided. The Excavation Requirements & Final Grade Certification must be signed by the project owner or designee, and returned to me along with a signed copy of this letter prior to the start of construction. The work sketch document shows the proposed design, including the location of permanent, aboveground electrical facilities required to provide electrical service to your project. Fault current information for transformers associated with your project are noted on the work sketch drawing. Please notify me immediately if you believe there are conflicts between PSE's design and your project. Additional construction-related information and information on metering and service entrance requirements is provided in PSE's Electric Service Handbook for commercial projects. If you do not have one of these handbooks, and would like one, please contact me. It is your responsibility to provide your project manager, site superintendent, and subcontractors with any relevant information from this correspondence, it's attachments, and PSE's Handbook that applies to their work.

Refunds associated with the line extension charge may be available for additional permanent service hook-ups not initially considered that are made within five (5) years of the date on which the electric distribution facilities installed for this project are initially energized. If no Margin Allowance has initially been provided, or if your Margin Allowance for this \$75,000, PSE agrees to calculate and refund the Margin Allowance, subject to Schedule 85, two (2) years after the line extension is energized. Customers are responsible for making all refund requests. A refund may be requested one (1) time within six (6) years of the date on which the distribution facilities are initially energized. Your refund request should be directed to PSE's Customer Accounting Coordinators at 253-476-6335 or 253-476-6440. You will find it useful to retain this letter to use as a reference when making your refund request.

All costs and refunds are in accordance with PSE's Rate Schedule 85, and any discrepancies between this letter and the Rate Schedule will be resolved in favor of the Rate Schedule. Rate Schedule 85 contains more detailed information covering costs, refunds, rights, and obligations than is reflected in this letter. The entirety of Rate Schedule 85 may be viewed at PSE's website www.pse.com under the "inside PSE" heading.

Projects developed by Limited-Liability Companies (LLC's) are required to provide contact information for all managing members in addition to a copy of your Master Business Application. This information too, must be provided prior to commencing construction on your project.

Thank you for the opportunity to provide electrical service to your project. PSE will use reasonable diligence in commencing this work, but we will not be liable for any delays resulting from circumstances beyond our control, including but not limited to failure to receive necessary Operating Rights. If you have any questions, please call me at 253-806-8099.

Sincerely,



Mike Klapperich
Project Manager
Potelco, Inc.

I have read and agree to the terms and conditions outlined in this agreement and it's attachments.



OWNER OR OWNER DESIGNEE'S SIGNATURE

Bryan Turnagio
PRINT NAME

7/11/12
DATE

WIRELESS

BANGOR

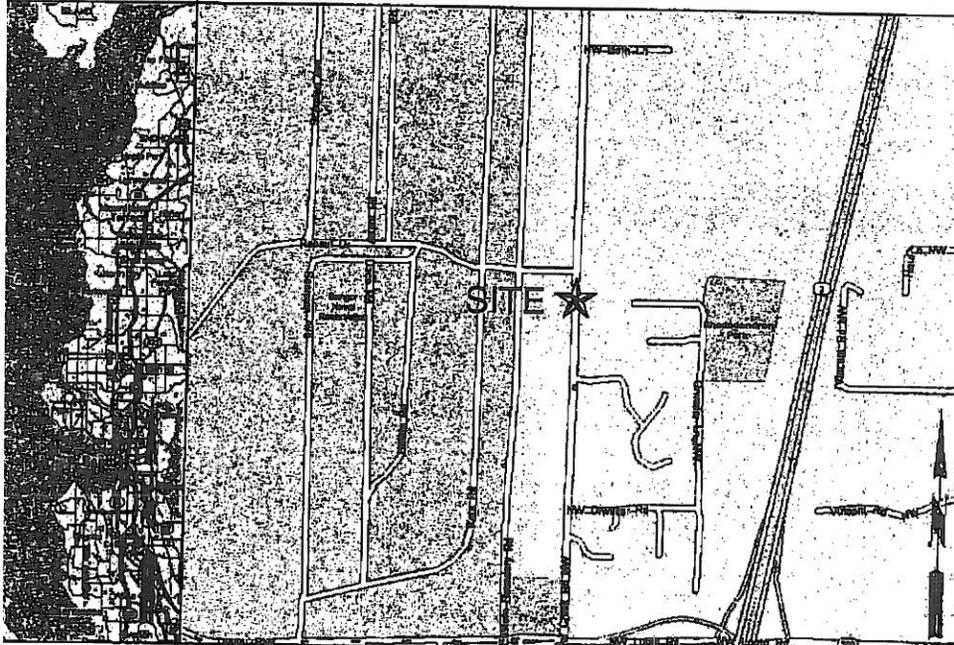
16300 CLEAR CREEK ROAD NW
SILVERDALE, WA 98383

BR0237 (WA193)

FINAL
CONSTRUCTION DOCUMENT

08/12/2005
NOT FOR
CINGULAR ROUTING

GENERAL LOCATION MAP



PROJECT INFORMATION

APPLICANT:

CINGULAR WIRELESS, LLC.
ON BEHALF OF PACIFIC BELL
WIRELESS, NORTHWEST, LLC.
7277 164TH AVE NE
REDMOND, WA 98052

PROJECT ARCHITECT:

KDC ARCHITECTS ENGINEERS P.C.
4720 200TH STREET SW, SUITE 200
LYNNWOOD, WA 98036
PH: (425) 670-8651
CONTACT: ERIC CAMP

CODE INFORMATION:

ZONING CLASSIFICATION: N/A
BUILDING CODE: IBC 2003/NEC 2002

CONSTRUCTION TYPE: N/A

OCCUPANCY: N/A

PROPOSED BUILDING USE: TELECOMMUNICATIONS

SITE LOCATION: (BASED ON NAD 83)

LATITUDE: 47°42'40.00" ND N
LONGITUDE: -122°41'20.5" W
TOP OF STRUCTURE AGL: 90'-0"
BASE OF STRUCTURE AMSL: 428'

**LAND OWNER/
TOWER OWNER:**

BPA
TIM MURRAY
PH: (360) 619-6326

PROJECT CONSULTANTS:

GENERAL DYNAMICS
WIRELESS SERVICES
7530 164TH AVE NE RTC A210
REDMOND, WA 98052

ZONING AGENT:

WFI
575 ANDOVER PARK, SUITE 201
TUKWILA, WA

CONSTRUCTION COORDINATOR:

JAMES GRAY
PH: 425-895-4390

SHEET INDEX

T-1	TITLE SHEET
G-1	GENERAL NOTES, SYMBOLS I
A-1	OVERALL SITE PLAN
A-1.1	NEW AND EXISTING EQUIPME
A-2	NEW AND EXISTING ELEVATK
A-3	DETAILS
A-4	DETAILS
RF-1	RF DATA SHEET
RF-2	SWEEP TEST REQUIREMENTS
RF-3	TYPICAL SECTOR PLUMBING I
E-1	PANEL SCHEDULE, ONE-LINE I
E-2	GROUNDING DETAILS
Q-1	QUALITY CONTROL CHECKLJS

LEGAL DESCRIPTIO

N/A

GENERAL INFORMATION:

1. PARKING REQUIREMENTS ARE UNCHANGED.
2. TRAFFIC IS UNAFFECTED.
3. SIGNAGE IS PROPOSED.

OFF OF CONSTRUCTION DRAWINGS

NATURE	CINGULAR SIGN OFF	DATE	SIGNATURE
COMPLIANCE			
CONSTRUCTION MANAGER			
DEPLOYMENT MANAGER			
E-911 ENGINEER:			Y N INITIAL:
EQUIPMENT ENGINEER			

RECEI

JAN 17 2

REAL ESTATE
SERVICE

SHALL BE PROVIDED TO THE GENERAL CONTRACTOR, CONSTRUCTION COORDINATOR, AND ARCHITECT PRIOR TO FABRICATION AND CONSTRUCTION.

25. IN THE CASE OF ROOFTOP SOLUTIONS FOR EQUIPMENT AND/OR ANTENNA FRAMES WHERE ANCHORING TO A CONCRETE ROOF SLAB IS REQUIRED, CONTRACTORS SHALL CONFIRM (PRIOR TO SUBMITTING BID) WITH CONSULTING CONSTRUCTION COORDINATOR AND ARCHITECT THE PRESENCE OF POST TENSION TENDONS WITHIN THE ROOF SLAB - RESULTING FROM AN UNDOCUMENTED DESIGN CHANGE IN THE EXISTING BUILDING "AS-BUILT DRAWING SET" - HAVING INDICATED AN ORIGINAL DESIGN SOLUTION OF REINFORCED CONCRETE W/ EMBEDDED STEEL REBAR. IN THE EVENT POST TENSION SLAB SOLUTION IS PRESENT, CONTRACTOR SHALL INCLUDE PROVISIONS FOR X-RAY PROCEDURES (INCLUDED IN BID) FOR ALL PENETRATION AREAS WHERE ANCHORING OCCURS.
26. GENERAL & SUB CONTRACTORS SHALL USE STAINLESS STEEL METAL LOCKING TIES FOR ALL CABLE TRAY TIE DOWNS AND ALL OTHER GENERAL TIE DOWNS (WHERE APPLICABLE). PLASTIC ZIP TIES SHALL NOT BE PERMITTED FOR USE ON CINGULAR PROJECTS. RECOMMENDED MANUFACTURE SHALL BE: PANDUIT CORP. METAL LOCKING TIES MODEL NO. MLT4S-CP UNDER SERIES-304 (OR EQUAL). PANDUIT PRODUCT DISTRIBUTED BY TRIARC OF TACOMA, WA.

DESIGN CRITERIA:

1. THE STRUCTURAL DESIGN OF THIS PROJECT IS IN ACCORDANCE WITH THE IBC 2003/NEC 2002 WASHINGTON STATE BUILDING CODE AMENDMENTS (2003 IBC)

GENERAL CONCRETE NOTES:

1. ALL CONCRETE CONSTRUCTION SHALL BE IN ACCORDANCE WITH ACI-318.
2. CONCRETE SHALL BE MIXED, PROPORTIONED, CONVEYED AND PLACED IN ACCORDANCE WITH CHAPTER 19 OF THE 2003 IBC. STRENGTHS AT 28 DAYS AND MIX CRITERIA SHALL BE AS FOLLOWS.

TYPE OF CONSTRUCTION	28 DAY STRENGTHS (f'c)	W/C RATIO	MINIMUM CEMENT CONTENT PER CUBIC YARD
A. SLABS ON GRADE TOPPING SLABS CONCRETE PIERS	2,400 PSI	≤ .45	5 1/2 SACKS
B. ALL STRUCTURAL CONCRETE EXCEPT WALLS	4,000 PSI	≤ .45	6 1/2 SACKS
C. CONCRETE WALLS	4,000 PSI	≤ .45	6 1/2 SACKS

CEMENT SHALL BE ASTM C150, PORTLAND CEMENT TYPE II U.N.O.

3. THE GENERAL CONTRACTOR SHALL SUPERVISE AND BE RESPONSIBLE FOR THE METHODS AND PROCEDURES OF CONCRETE PLACEMENT.
4. ALL CONCRETE WITH SURFACES EXPOSED TO STANDING WATER SHALL BE AIR-ENTRAINED WITH AN AIR-ENTRAINING AGENT CONFORMING TO ASTM C260, C489, C618, C889 AND C1017. TOTAL AIR CONTENT SHALL BE IN ACCORDANCE WITH TABLE 1904.2.1 OF THE 2003 IBC.
5. REINFORCING STEEL SHALL CONFORM TO ASTM A615 (INCLUDING SUPPLEMENT S1), GRADE 60, fy=60,000 PSI. EXCEPTIONS: ANY BARS SPECIFICALLY SO NOTED ON THE DRAWINGS SHALL BE GRADE 40, fy=40,000 PSI. GRADE 60 REINFORCING BARS INDICATED ON DRAWINGS TO BE WELDED SHALL CONFORM TO ASTM A706. REINFORCING COMPLYING WITH ASTM A615(S1) MAY BE WELDED ONLY IF MATERIAL PROPERTY REPORTS INDICATING CONFORMANCE WITH WELDING PROCEDURES SPECIFIED IN A.W.S. D14 ARE SUBMITTED.
6. REINFORCING STEEL SHALL BE DETAILED (INCLUDING HOOKS AND BENDS) IN ACCORDANCE WITH ACI 315 AND 318. LAP ALL CONTINUOUS REINFORCEMENT AT LEAST 30 BAR DIAMETERS OR A MINIMUM OF 2'-0". PROVIDE CORNER BARS AT ALL WALL AND FOOTING INTERSECTIONS. LAP CORNER BARS AT LEAST 30 BAR DIAMETERS OR A MINIMUM OF 2'-0". LAP ADJACENT MATS OF WELDED WIRE FABRIC A MINIMUM OF 8" AT SIDES AND ENDS.
7. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A-185.
8. SPIRAL REINFORCEMENT SHALL BE PLAIN WIRE CONFORMING TO ASTM A615, GRADE 60, fy=60,000 PSI.
9. NO BARS PARTIALLY EMBEDDED IN HARDENED CONCRETE SHALL BE FIELD BENT UNLESS SPECIFICALLY SO DETAILED OR APPROVED BY THE CONSULTANT.

SLABS AND WALLS (INTERIOR FACE) 3/4"

- BARS SHALL BE SUPPORTED ON CHAIRS OR DOBBIE BRICKS.
- ANCHOR BOLTS TO CONFORM TO ASTM A307.
- NON-SHRINK GROUT SHALL BE FURNISHED BY AN APPROVED MANUFACTURER AND SHALL BE MIXED AND PLACED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S PUBLISHED RECOMMENDATIONS. GROUT STRENGTH SHALL BE AT LEAST EQUAL TO THE MATERIAL ON WHICH IT IS PLACED (3,000 PSI MINIMUM).
- ALL EXPANSION ANCHORS TO BE HILTI BRAND. ADHESIVE ANCHORS REQUIRE TESTING TO CONFIRM CAPACITY UNLESS WAIVED BY ENGINEER.

STRUCTURAL STEEL NOTES:

- SHOP DRAWINGS FOR STRUCTURAL STEEL SHALL BE SUBMITTED TO THE CONSULTANT FOR REVIEW PRIOR TO FABRICATION.
- STRUCTURAL STEEL DESIGN, FABRICATION AND ERECTION (INCLUDING FIELD WELDING, HIGH STRENGTH FIELD BOLTING, EXPANSION BOLTS, AND THREADED EXPANSION ANCHORS) SHALL BE BASED ON THE A.I.S.C. "SPECIFICATION FOR THE DESIGN, FABRICATION, AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS" LATEST EDITION. SUPERVISION SHALL BE IN ACCORDANCE WITH 2003 IBC CHAPTER 22. BY A QUALIFIED TESTING AGENCY DESIGNATED BY THE CONSULTANT. THE CONSULTANT SHALL BE FURNISHED WITH A COPY OF ALL INSPECTION REPORTS AND TEST RESULTS.
- STRUCTURAL STEEL SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:
TYPE OF MEMBER
A. PLATES, SHAPES, ANGLES, AND RODS
B. SPECIAL SHAPES AND PLATES
C. PIPE COLUMNS
D. STRUCTURAL TUBING
E. ANCHOR BOLTS
F. CONNECTION BOLTS
ASTM A36, Fy 36 KSI
ASTM A372, Fy 50 KSI
ASTM A53, Fy 35 KSI
ASTM A500, Fy 45 KSI
ASTM A307
ASTM A325 TWIST-OFF-TYPE
- ALL MATERIAL TO BE HOT DIPPED GALVANIZED AFTER FABRICATION PER A123/A123M-00.
- ALL WELDING SHALL BE IN CONFORMANCE WITH A.I.S.C. AND AWS STANDARDS AND SHALL BE PERFORMED BY W.A.B.O. CERTIFIED WELDERS USING E70 XX ELECTRODES. ONLY PREQUALIFIED WELDS (AS DEFINED BY AWS) SHALL BE USED. WELDING OF GRADE 60 REINFORCING BARS (IF REQUIRED) SHALL BE PERFORMED USING LOW HYDROGEN ELECTRODES. WELDING OF GRADE 40 REINFORCING BARS (IF REQUIRED) SHALL BE PERFORMED USING E70 XX ELECTRODES. WELDING WITHIN 4" OF COLD BENDS IN REINFORCING STEEL IS NOT PERMITTED. SEE REINFORCING NOTE FOR MATERIAL REQUIREMENTS OF WELDED BARS.
- COLD-FORMED STEEL FRAMING MEMBERS SHALL BE OF THE SHAPE, SIZE, AND GAGE SHOWN ON THE PLANS. PROVIDE MINIMUM SECTION PROPERTIES INDICATED. ALL COLD-FORMED STEEL FRAMING SHALL CONFORM TO THE A.I.S.C. "SPECIFICATION FOR THE DESIGN OF COLD-FORMED STEEL STRUCTURAL MEMBERS."
- BOLTED CONNECTIONS SHALL USE BEARING TYPE ASTM A325 BOLTS (3/4" DIA.) AND SHALL HAVE A MINIMUM OF TWO BOLTS UNLESS NOTED OTHERWISE.
- NON-STRUCTURAL CONNECTIONS FOR STEEL GRATING MAY USE 5/8" DIA. ASTM A307 BOLTS UNLESS NOTED OTHERWISE.
- ALL STEEL WORK SHALL BE PAINTED IN ACCORDANCE WITH THE DESIGN & CONSTRUCTION SPECIFICATION AND IN ACCORDANCE WITH ASTM A36 UNLESS NOTED OTHERWISE.
- ALL WELDS TO BE 1/4" FILLET UNLESS NOTED OTHERWISE.
- TOUCH UP ALL FIELD DRILLING AND WELDING WITH 2 COATS OF GALVACON (ZINC RICH PAINT) OR APPROVED EQUAL.

TOWER/POLE NOTES:

- VERIFICATION THAT THE EXISTING TOWER/POLE CAN SUPPORT THE PROPOSED ANTENNA LOADING IS TO BE DONE BY OTHERS.
- PROVIDE SUPPORTS FOR THE ANTENNA COAX CABLES TO THE ELEVATION OF ALL INITIAL AND FUTURE ANTENNAS. ANTENNA COAX CABLES ARE TO BE SUPPORTED AND RESTRAINED AT THE CENTERS SUITABLE TO THE MANUFACTURER'S REQUIREMENTS.

- FOR WORK IS BEING PERFORMED WITHIN 25' OF AN UNPROTECTED EDGE, THE CONSTRUCTION SUPERVISOR SHALL DESIGNATE A TRAIN SAFETY MONITOR TO OBSERVE THE MOVEMENTS AND ACTIVITIES OF CONSTRUCTION WORKERS.
- SAFETY MONITOR SHALL WARN CONSTRUCTION WORKERS OF HAZARDOUS BACKING UP TOWARD A ROOF EDGE, ETC.) OR UNSAFE ACTIVITIES. SAFETY MONITOR MUST BE ON THE SAME ROOF AND WITHIN VISUAL VERBAL DISTANCE OF THE CONSTRUCTION WORKERS.
- CONSTRUCTION INVOLVING WORKERS TO APPROACH WITHIN 8' OR AN UNPROTECTED ROOF EDGE, REQUIRES WORKERS TO USE SAFE
- SAFETY LINE SHALL BE MINIMUM 1/2" DIAMETER NYLON, WITH A NC TENSILE STRENGTH OF 5400 LBS.
- SAFETY LINE SHALL BE ATTACHED TO A SUBSTANTIAL MEMBER OF STRUCTURE.
- SAFETY LINE LENGTH SHALL BE SET ALLOWING CONSTRUCTION WORK TO REACH EDGE OF ROOF, BUT NOT BEYOND.
- SAFETY BELTS SHALL BE WORN BY ALL CONSTRUCTION WORKERS.
- MONTHLY SAFETY INSPECTION AND MAINTENANCE OF THE FALL PROTECTION EQUIPMENT SHALL OCCUR BY THE SAFETY COMMITTEE REPRESENTATIVE INCLUDING:
INSPECTION OF CONSTRUCTION AREA FOR HAZARDS
USE OF AN INSPECTION CHECKLIST
INTERVIEWING COWORKERS REGARDING SAFETY CONCERNS
REPORTING AND DOCUMENTING ANY HAZARDS
REPORTING HAZARDS TO THE SAFETY COMMITTEE FOR CONSIDERATION
POSTING RESULTS OF INSPECTION AND ANY ACTION TAKEN
RECEIVING AN UNBIASED REVIEW OF ONE'S OWN WORK AREA BY A COWORKER SAFETY REPRESENTATIVE

REFER TO ROOFTOP WORK AREA SAFETY PROTOCOL
NATIONAL ASSOCIATION OF TOWER ERECTORS 2000 PUBLICATION

REFERENCED OSHA REGULATION/STANDARDS SHALL BE REVIEWED BY TOWER ERECTORS.

EQUIPMENT INSTALLERS, AND TOWER/ROOF TOP CONTRACTORS/SUBCONTRACTORS SHALL BE REVIEWED BY TOWER ERECTORS.
29 CFR 1926.500 - SCOPE, APPLICATION, AND DEFINITIONS
29 CFR 1926.501 - DUTY TO HAVE FALL PROTECTION
19 CFR 1926.502 - FALL PROTECTION SYSTEMS CRITERIA AND PRACTICES

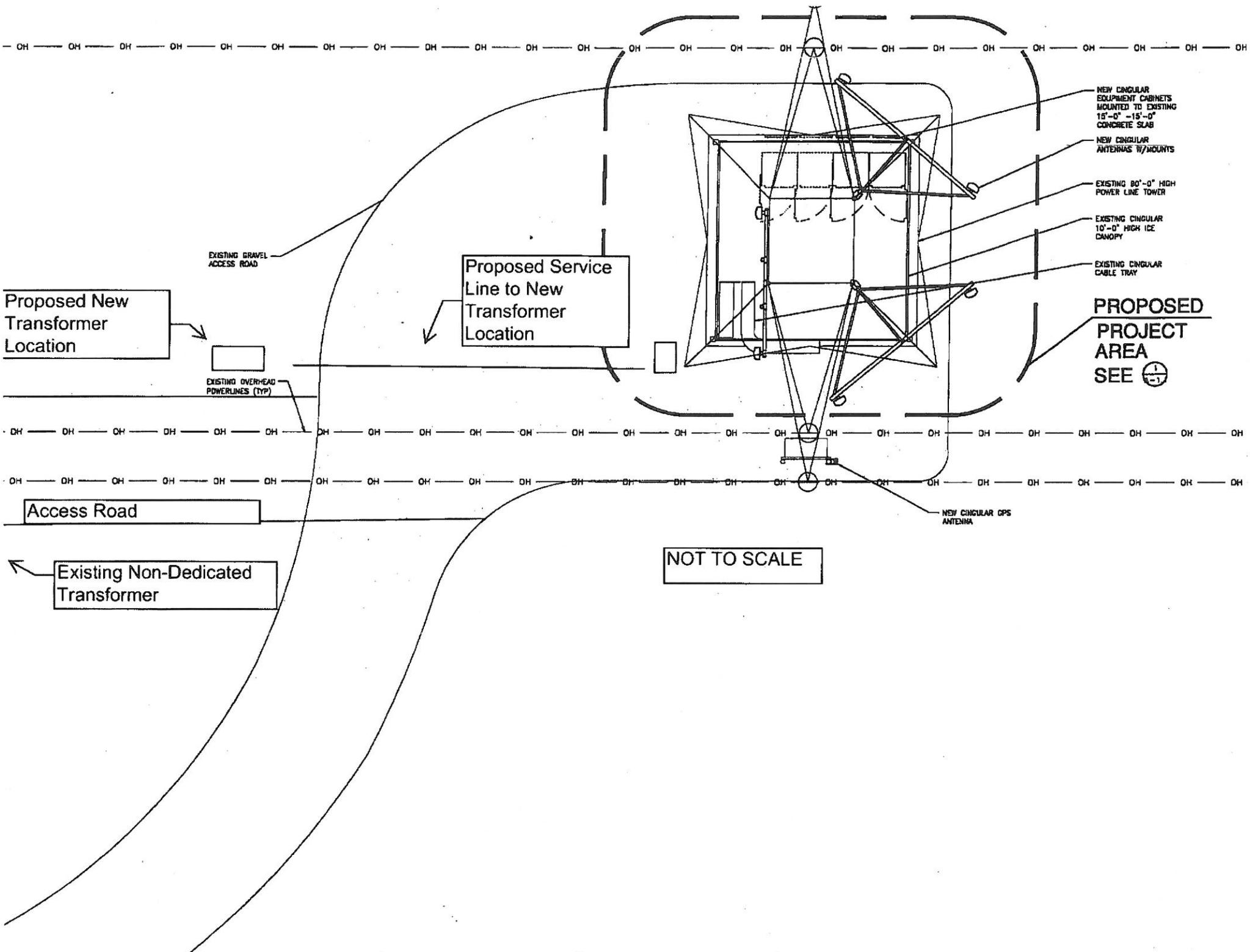
SYMBOLS AND ABBREVIATIONS

A/C	AIR CONDITIONING	HORZ	HORIZONTAL	SHT
AGL	ABOVE FINISH GRADE	HR	HOUR	SM
APPROX	APPROXIMATELY	HT	HEIGHT	SPEC
		HVAC	HEATING	SF
BLDG	BUILDING		VENTILATION	SS
BLK	BLOCKING		AIR CONDITIONING	STL
				STRUCT
CLG	CEILING	ID	INSIDE DIAMETER	STD
CLR	CLEAR	IN	INCH	SUSP
CONC	CONCRETE	INFO	INFORMATION	
CONST	CONSTRUCTION	INSUL	INSULATION	THRU
CONT	CONTINUOUS	INT	INTERIOR	TNNG
		IBC	INTERNATIONAL BUILDING CODE	TYP
DBL	DOUBLE			UND
DIA	DIAMETER			
DIAG	DIAGONAL	LBS	POUNDS	
DN	DOWN	MAX	MAXIMUM	
DET	DETAIL	MECH	MECHANICAL	VERT
DWG	DRAWING	MTL	METAL	VF
		MFR	MANUFACTURE	
EA	EACH	MGR	MANAGER	W/O
ELEV	ELEVATION	MIN	MINIMUM	WP
ELEC	ELECTRICAL	MISC	MISCELLANEOUS	
EQ	EQUAL			
EQUIP	EQUIPMENT	NA	NOT APPLICABLE	
EXT	EXTERIOR	NIC	NOT IN CONTRACT	
		NTS	NOT TO SCALE	
FIN	FINISH			
FLUOR	FLUORESCENT	OC	ON CENTER	
FLR	FLOOR	OD	OUTSIDE DIAMETER	
FT	FOOT			
		PLYWD	PLYWOOD	
GA	GAUGE	PROJ	PROJECT	
GALV	GALVANIZED	PROP	PROPERTY	
GC	GENERAL CONTRACTOR	PT	PRESSURE TREATED	
GRND	GROUND	REQ	REQUIRED	
GYP BD	GYP-SUM WALL BOARD	RM	ROOM	
		RO	ROUGH OPENING	

— T — TELEPHONE
— E — POWER
— G — GROUND WIRE
— COAX — COAXIAL CABLE

⊕ ANTENNA

⊕ CENTERLINE
[E] EXISTING
[N] NEW
⊕ DETAIL NUMBER



Proposed New Transformer Location

EXISTING GRAVEL ACCESS ROAD

Proposed Service Line to New Transformer Location

EXISTING OVERHEAD POWERLINES (TYP)

Access Road

Existing Non-Dedicated Transformer

NOT TO SCALE

NEW CINGULAR EQUIPMENT CABINETS MOUNTED TO EXISTING 15'-0" - 15'-0" CONCRETE SLAB

NEW CINGULAR ANTENNAS W/MOUNTS

EXISTING 80'-0" HIGH POWER LINE TOWER

EXISTING CINGULAR 10'-0" HIGH ICE CANOPY

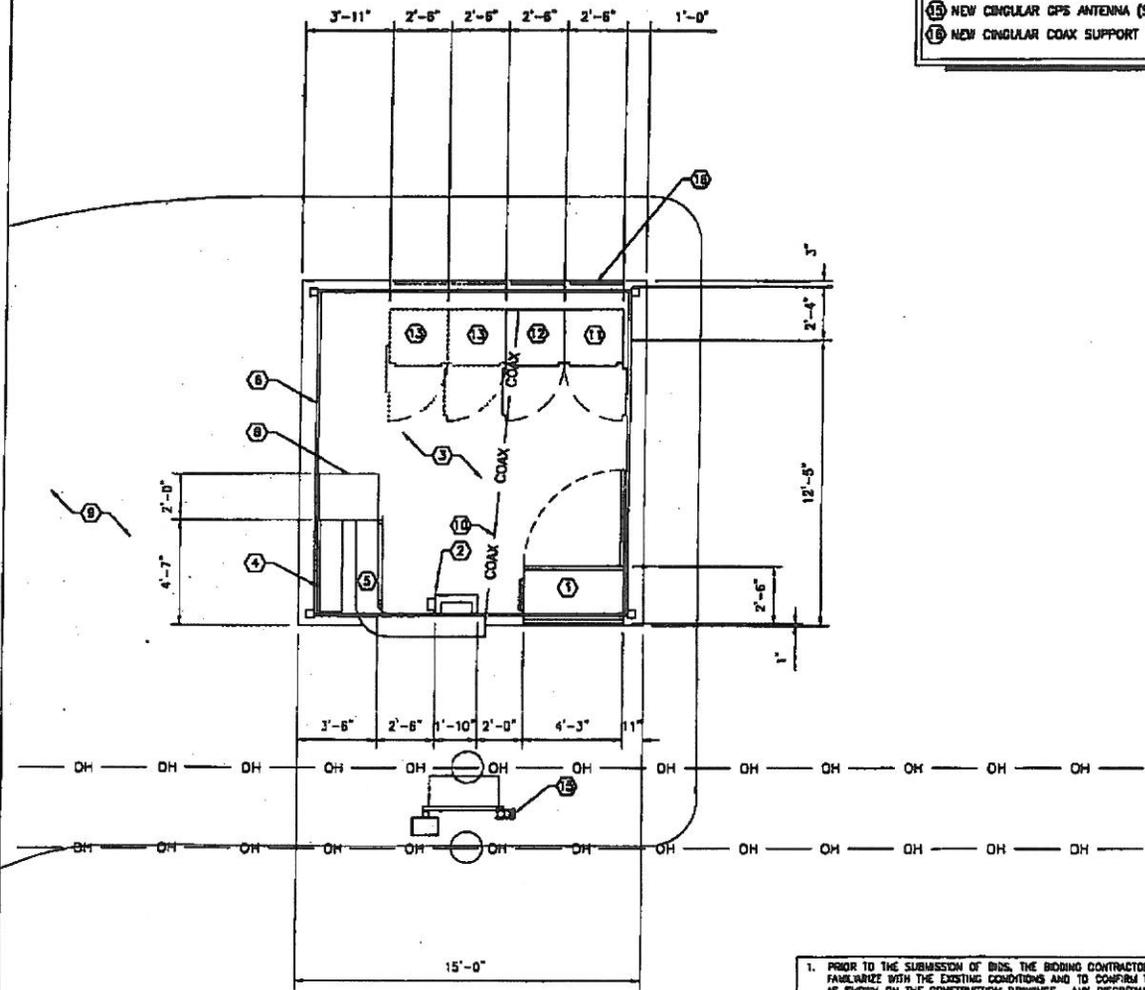
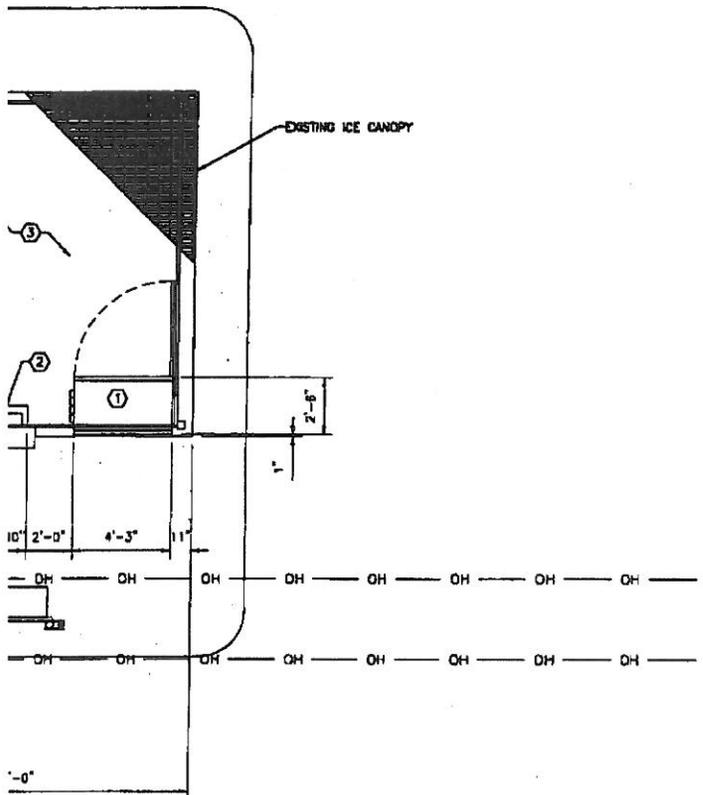
EXISTING CINGULAR CABLE TRAY

PROPOSED PROJECT AREA SEE $\frac{1}{1}$

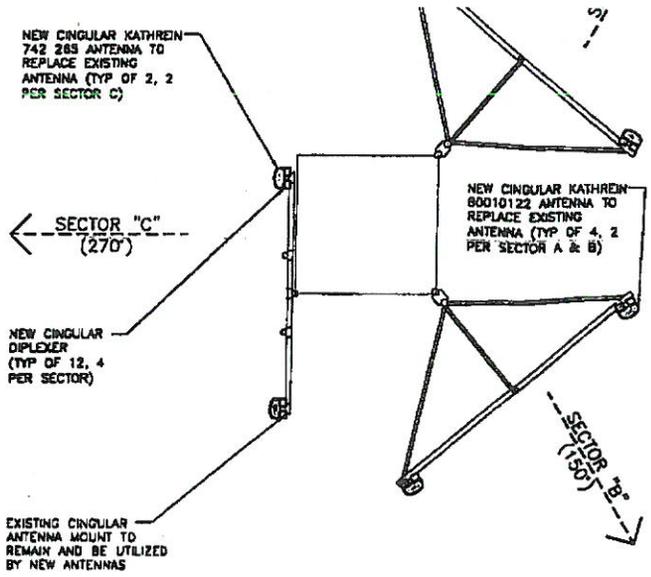
NEW CINGULAR OPS ANTENNA

- ⑤ EXISTING CIRCULAR CABLE TRAY W/ DIPLEXER RACK
- ⑥ EXISTING CIRCULAR 10'-0" HIGH ICE CANOPY
- ⑦ NOT USED
- ⑧ EXISTING CIRCULAR DOG HOUSE
- ⑨ EXISTING GRAVEL ACCESS ROAD
- ⑩ NOT USED

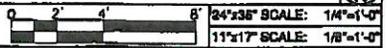
- ⑤ EXISTING CIRCULAR CABLE TRAY W/ DIPLEXER RACK
- ⑥ EXISTING CIRCULAR 10'-0" HIGH ICE CANOPY
- ⑦ NOT USED
- ⑧ EXISTING CIRCULAR DOG HOUSE
- ⑨ EXISTING GRAVEL ACCESS ROAD
- ⑩ COAX TO BE ROUTED ALONG EXISTING I
- ⑪ NEW CIRCULAR ARGUS To20 POWER EN (SEE DETAILS 7,10/A-3)
- ⑫ NEW CIRCULAR NOKIA 48V ULTRASITE C (SEE DETAILS 5,5,8,10/A-3)
- ⑬ FUTURE CIRCULAR NOKIA 48V ULTRASITE (SEE DETAILS 5,5,8,10/A-3)
- ⑭ NEW CIRCULAR (6) 7/8" COAX W/ (12)
- ⑮ NEW CIRCULAR GPS ANTENNA (SEE DET)
- ⑯ NEW CIRCULAR COAX SUPPORT RACK (5



1. PRIOR TO THE SUBMISSION OF BIDS, THE BIDDING CONTRACTOR SHALL FAMILIARIZE WITH THE EXISTING CONDITIONS AND TO CONFIRM THAT THE AS SHOWN ON THE CONSTRUCTION DRAWINGS. ANY DISCREPANCY FOLLO ATTENTION OF CONTRACTOR.
2. CONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS OF WORK. ALL DIMENSIONS OF EXISTING CONSTRUCTION SHOWN ON THE DR/ CONTRACTOR SHALL NOTIFY THE CONTRACTOR OF ANY DISCREPANCIES PRI OR PROCEEDING WITH CONSTRUCTION.
3. THE EXISTING CELL SITE IS IN FULL COMMERCIAL OPERATION. ANY CONE CONTRACTOR SHALL NOT INTERRUPT THE EXISTING NORMAL OPERATION. AN EQUIPMENT MUST BE COORDINATED WITH CONTRACTOR. ALSO, WORK SH APPROPRIATE MAINTENANCE WINDOW USUALLY IN LOW TRAFFIC PERIODS.
4. SINCE THE CELL SITE IS ACTIVE, ALL SAFETY PRECAUTIONS MUST BE TAKI HIGH LEVELS OF ELECTROMAGNETIC RADIATION. EQUIPMENT SHOULD BE PERFORMING ANY WORK THAT COULD EXPOSE THE WORKERS TO DANGER MONITORS ARE ADVISED TO BE WORK TO ALERT OF ANY DANGEROUS EXI
5. CONTRACTOR SHALL DETERMINE ACTUAL ROUTING OF CONDUIT, POWER AN CABLES. CONTRACTOR SHALL UTILIZE EXISTING TRAYS AND/OR SHALL AC CONTRACTOR SHALL CONFIRM THE ACTUAL ROUTING WITH THE CONTRACTE



3 NEW ANT. LAYOUT



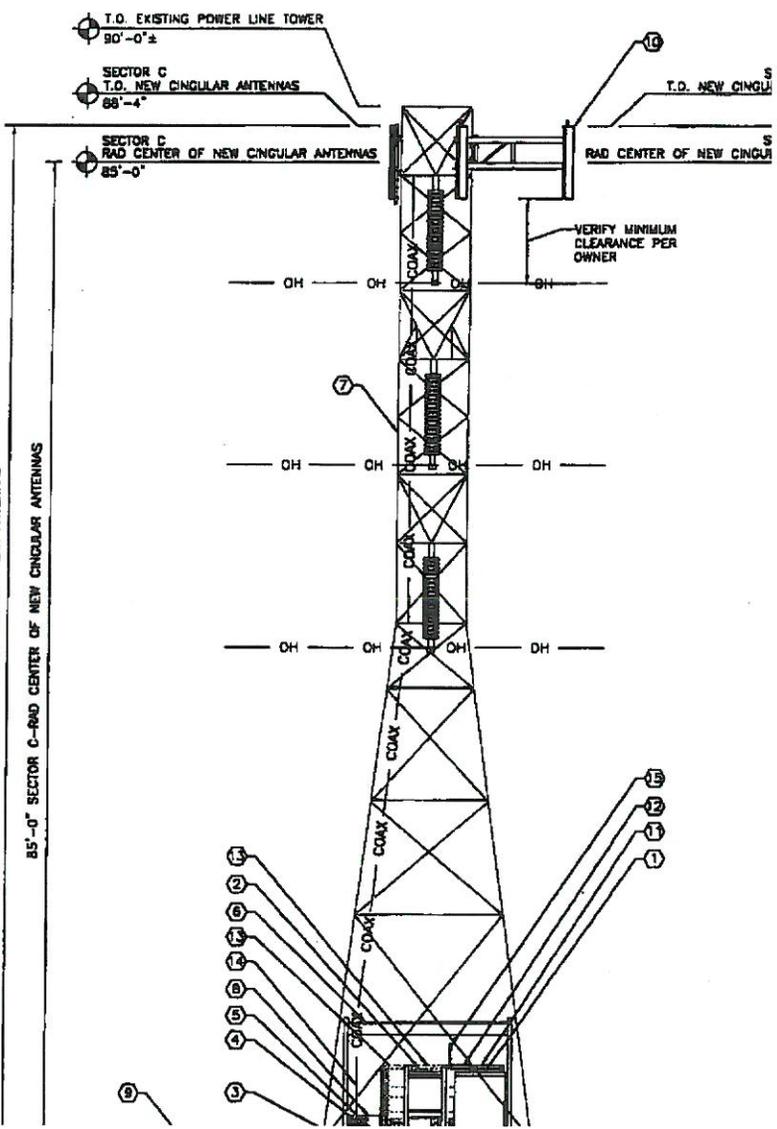
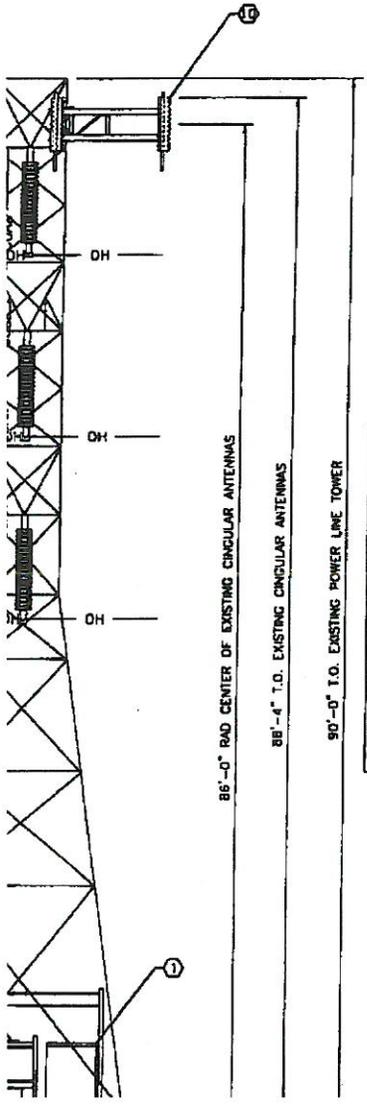
PAINT NOTE:
ALL NEW ANTENNAS, ANTENNA MOUNTS AND MOUNTING HARDWARE TO BE PAINTED TO MATCH EXISTING SITE CONDITIONS

FENCE NOTE:
EXISTING 6'-0" HIGH CHAIN LINK FENCE SHOWN DASHED IN ELEVATIONS FOR CLARITY

- KEYED NOTES**
- 1 EXISTING CINGULAR ERICSSON GSM 1900 CABINET
 - 2 EXISTING CINGULAR UTILITY RACK
 - 3 EXISTING CINGULAR 15'-0" X 15'-0" CONCRETE SLAB
 - 4 EXISTING CINGULAR ICE BRIDGE
 - 5 EXISTING CINGULAR CABLE TRAY W/ DIPLEXER RACK
 - 6 EXISTING CINGULAR 10'-0" HIGH ICE CANOPY
 - 7 EXISTING 90'-0" HIGH POWER LINE TOWER
 - 8 EXISTING CINGULAR DOG HOUSE
 - 9 EXISTING GRAVEL ACCESS ROAD
 - 10 EXISTING CINGULAR ANTENNAS TO BE REMOVED AND REPLACED (TYP OF 6, 2 PER SECTOR)

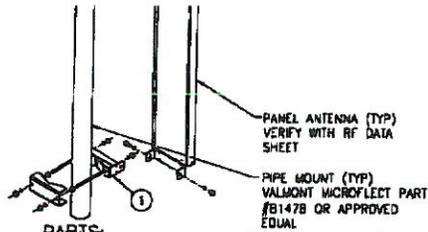
EXISTING 6'-0" HIGH CHAIN LINK FENCE SHOWN DASHED IN ELEVATIONS FOR CLARITY

- 4 EXISTING CINGULAR ICEBRIDGE
- 5 EXISTING CINGULAR CABLE TRAY W/ DIPLEXER
- 6 EXISTING CINGULAR 10'-0" HIGH ICE CANOPY
- 7 EXISTING 90'-0" HIGH POWER LINE TOWER
- 8 EXISTING CINGULAR DOG HOUSE
- 9 EXISTING GRAVEL ACCESS ROAD
- 10 NEW CINGULAR ANTENNAS W/RET TO REPL (SEE DETAILS 1,2,3,4,5,9/A-4)
- 11 NEW CINGULAR ARCUS T&D POWER ENCL: (SEE DETAILS 7,10/A-3)
- 12 NEW CINGULAR NOKIA 48V ULTRASITE CABIN (SEE DETAILS 5,6,8,10/A-3)
- 13 FUTURE CINGULAR NOKIA 48V ULTRASITE C/ (SEE DETAILS 5,6,8,10/A-3)
- 14 NEW CINGULAR (B) 7/8" COAX W/ (12) DI
- 15 NEW CINGULAR GPS ANTENNA (SEE DETAIL



NOTES

1). THE NUMBER OF CONNECTORS WILL VARY BASED ON ANTENNA TYPE.

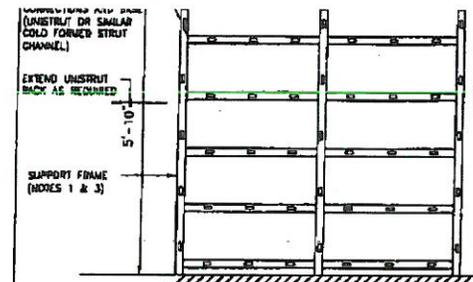


PARTS:

ITEM	QTY	DESCRIPTION
①	1	STANDARD MOUNTING BRACKET
②	1	DOWNWILT BRACKET PER MANUFACTURER SPECS

CONTRACTOR TO VERIFY EXACT PARTS LIST AND ANTENNA INSTALLATION WITH MANUFACTURERS SPECIFICATIONS AND CONSTRUCTION MANAGER

- REINFORCING BARS SHALL BE NEW BILLET STEEL CONFORMING TO A.S.T.M. A615, GRADE 60, DEFORMED.
- DETAIL, FABRICATE AND ERECT REINFORCEMENT BARS, INCLUDING BAR SUPPORTS, SPACERS, ETC. IN ACCORDANCE WITH "DETAILING OF CONCRETE REINFORCEMENT" (A.C.I. 318-80, REV. 1986).
- UNLESS OTHERWISE NOTED, ALL LAP SPLICES SHALL BE CLASS B CONFORMING TO ACI 318-85.
- A CHAMFER OF 3/4" SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE IN ACCORDANCE WITH A.C.I. 301 SECTION 4.2.4 UNLESS OTHERWISE NOTED.
- CONCRETE WORK SHALL BE COORDINATED WITH THE MECHANICAL, EQUIPMENT, AND ELECTRICAL WORK TO ASSURE THAT ALL AFFECTED PIPES, CONDUITS, INSERTS, ETC. ARE IN PLACE AND VERIFIED BEFORE PLACING CONCRETE.
- CONCRETE COVER FOR REINFORCING BARS SHALL CONFORM TO THE FOLLOWING UNLESS INDICATED OTHERWISE ON THE DRAWINGS:
 - CONCRETE EXPOSED TO WEATHER OR IN CONTACT WITH GROUND - 2 INCHES
 - CONCRETE CAST AGAINST EARTH- 3 INCHES
- COORDINATE LOCATION OF STEEL ANCHOR BOLTS WITH STEEL FABRICATOR PRIOR TO INSTALLATION IN FIELD.
- CONTRACTOR SHALL PROVIDE SLEEVES FOR ALL WALL/SLAB PENETRATIONS (PIPING, CONDUIT, ETC.)



NOTES:

- KEEP AREA BEHIND BTS CABINET CLEAR FOR COAX CABLES COMING FROM BELOW.
- TELCO CONDUIT TO BE SHORT AS POSSIBLE.
- DIMENSION FROM SUPPORT FRAME TO BACK OF BTS CABINET WILL VARY BASED ON SITE CONDITIONS.

SCALE: N.T.S.

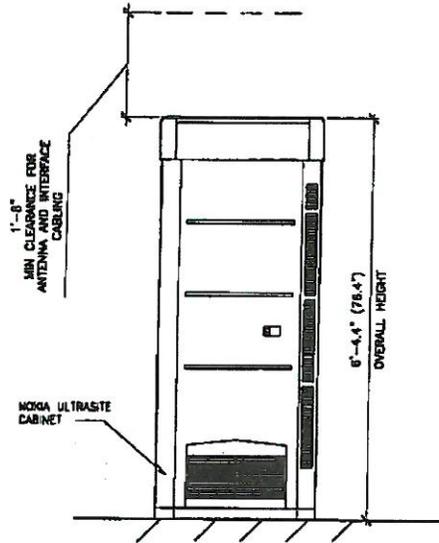
2 ANTENNA MOUNTING DETAIL

SCALE: N.T.S.

3 CONCRETE NOTES

SCALE: N.T.S.

4 COAX SUPPORT RACK I

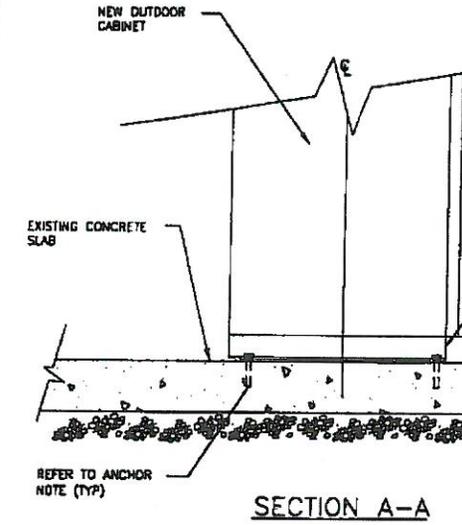
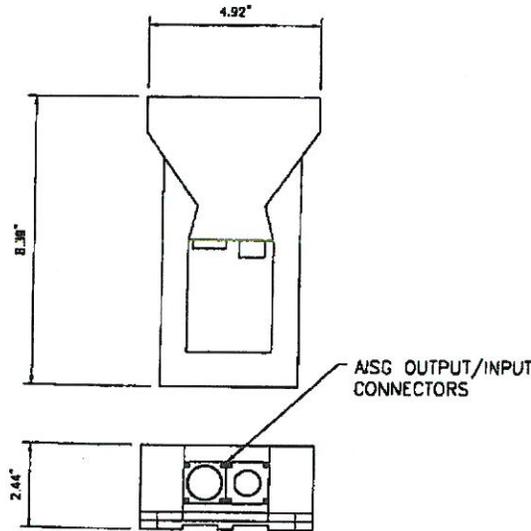


SCALE: N.T.S.

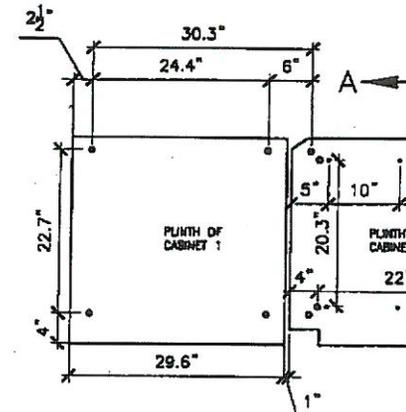
6 ULTRASITE FRONT ELEV.

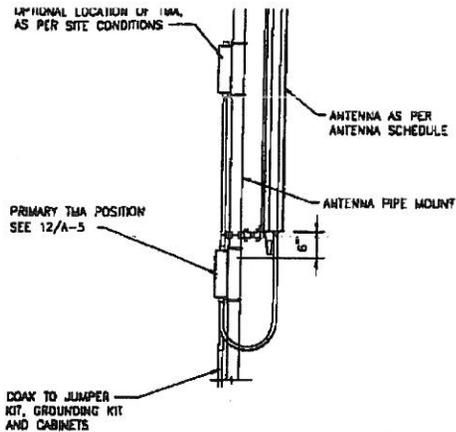
SCALE: N.T.S.

NOKIA OUTDOOR DIMENSIONS		
CABINET	DEPTH x WIDTH x HEIGHT	
OUTDOOR ULTRASITE BTS / ARGUS Tc20 POWER ENCLOSURE	29.5" x 30.3" x 78.4" - NOTE 1 (750mm x 770mm x 1940mm)	
NOKIA OUTDOOR WEIGHT & SLAB LOADING		
CABINET	APPROX. MAX. WT.	MAX. SLAB LOADING
OUTDOOR ULTRASITE BTS	844.8 LBS (384 KG)	136 LBS/FT ² (671 KG/M ²)
ARGUS Tc20 POWER ENCLOSURE		
NOKIA OUTDOOR MINIMUM CLEARANCES		
DIRECTION	MINIMUM CLEARANCE	
CABINET REAR AND WALL	0" (0mm)	

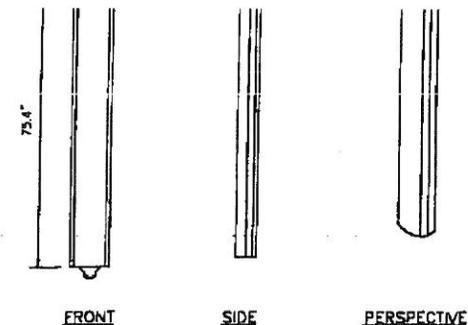


ANCHOR NOTE:
3/8" Ø THREADED RODS EMBEDDED 3" (MIN.) INTO CONCRETE SLAB SECURED WITH HILTI HY150 INJECTION ADHESIVE ANCHOR



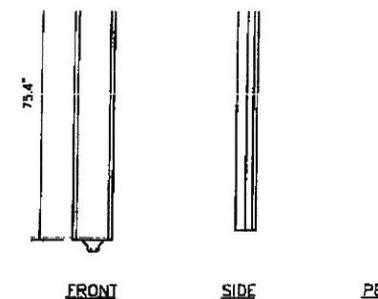


SCALE: N.T.S. 2 EXISTING ERICSSON TMA DETAIL



ANTENNA = KATHREN 800-10122
 WIND AREA = 6.16 SQ.FT.
 WEIGHT = 81.7 LBS (28 KG)

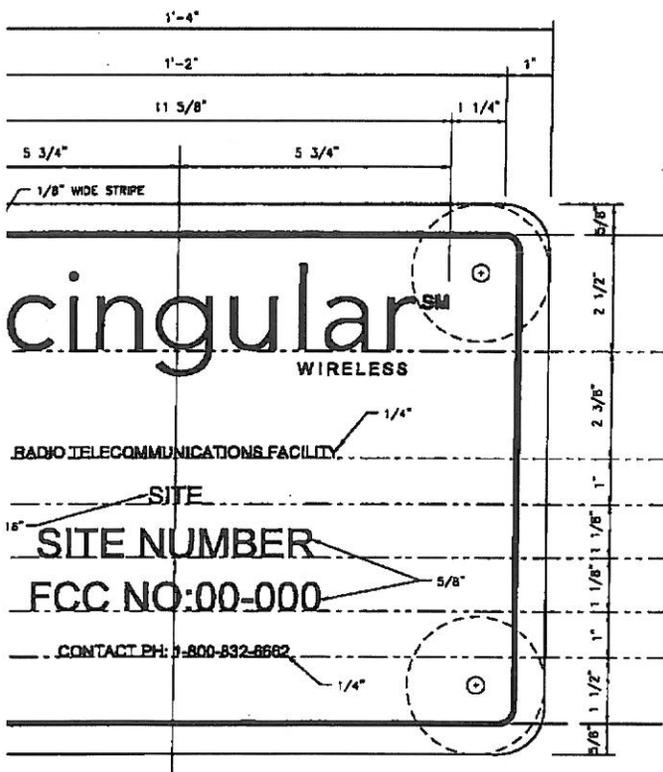
SCALE: N.T.S. 3 NEW ANTENNA DETAIL



ANTENNA = KATHREN 742-265
 WIND AREA = 6.16 SQ.FT.
 WEIGHT = 50.7 LBS (23 KG)

SCALE: N.T.S. 4 NEW ANTENNA DETAIL

DIVIDED BY CINGULAR)
 COMPLIANCE SPECIALIST)



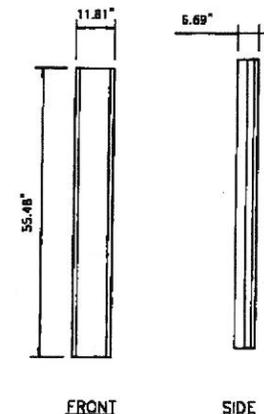
NOTICE



Beyond this point you are entering an area where RF Emissions may exceed the FCC General Population Exposure Limits
 Follow all posted signs and site guidelines for working in an RF environment

Rev. 1/2001 (1/12/01) Cingular Wireless

- SIGNS & PLACEMENT
- LOW LEVEL (BLUE) WARNING SIGNS - PLACE AT SITE ENTRY/ACCESS POINTS ONLY:
 - ROOF TOPS: PLACE SIGNS ON THE INSIDE OF ROOF HATCH; PLACE ON ACCESS DOOR UNLESS DOOR IS USED BY GENERAL PUBLIC OR BUILDING TENANTS REGULARLY FOR ACCESS - IN THESE CASES CONSULT CONSTRUCTION MANAGER OR DC SUPERVISOR
 - WATER TANKS: PLACE SIGNS ON COMPOUND GATE
 - CINGULAR-OWNED SITES: PLACE ONE SIGN ON SITE GATE
- HIGH LEVEL (RED) WARNING SIGNS - PLACE AT ALL ANTENNA SECTORS WHERE ACCESS BY THE GENERAL PUBLIC TO THE ANTENNAS IS POSSIBLE:
 - ALL SIGNS WILL BE SECURED WITH EITHER STAINLESS STEEL ZIP TIES OR STAINLESS TECH SCREWS
- CC PARTICIPATION IN SIGN LOCATION
 - CC WILL MEET WITH ALL CC'S TO OUTLINE CRITERIA FOR SIGN PLACEMENT; EMPHASIS WILL BE ON 'GRAY AREA' SITES, WHERE SIGN PLACEMENT IS PARTICULARLY CHALLENGING - WE WILL GIVE CC'S AS MUCH GUIDANCE ON SPECIFIC SITUATIONS AS WE CAN FORESEE, BUT CC'S WILL BE ENCOURAGED TO PARTNER CC OR DC IN DECIDING PLACEMENT OF DIFFICULT SITES. A JOINT SITE VISIT MAY BE REQUIRED TO FULFILL REQUIREMENTS
 - CC WILL CALL OUT SIGN LOCATION(S) AT THE A&E WALK FOR EACH SITE AS THOSE OCCUR
 - ON SITES WITH EXISTING A&E BUT NOT YET CONSTRUCTED, CC WILL BE ASKED TO PROVIDE (WITHIN A REASONABLE TIME FRAME) TRY &



ANTENNA = RFS AP198014-2T0
 WIND AREA = 5 SQ.FT.
 WEIGHT = 8.24 LBS

5 EXISTING ANTENNA DETAIL

WARNING



Beyond this point you are entering a controlled area where RF Emissions exceed the FCC

Revision Level		2.0	
Bangor			
Contact Details			
WA193	Cingular RF Engineer	Dave Bennett	Phone 206 979 3179
Utility Tower	Cingular RF Manager	Mark Loarie	Phone 206-686-6004
47	42	39.94	
-122	41	20.55	
Technology Information			
Project Type		Network Consolidation	
Technology			
E911 Information			
KITSAP			
16400 CLEAR CREEK RD NW			
POULSB		State	WA
98370-			

BR0237

Sector A			Sector B			Sector C		
ERIC 1900	GSM 850	GSM 1900	ERIC 1900	GSM 850	GSM 1900	ERIC 1900	GSM 850	GSM 1900
2			2			2		
1a+4a			7a+70a			13a+16a		
RFS			RFS			RFS		
AP199014-2T0			AP199014-2T0			AP196516-2T0		
SBVP			SBVP			SBVP		
90			90			85		
30			150			270		
0			0			0		
0			0			0		
No			No			No		
55.48 x 11.81 x 6.69			55.48 x 11.81 x 6.69			51.55 x 7.79 x 1.97		
9.24			9.24			11		
86			86			86		
2			2			2		
LDF5 7/8"			LDF5 7/8"			LDF5 7/8"		
105			105			108		
2			2			2		
Ericsson			Ericsson			Ericsson		
No			No			No		
No			No			No		
No			No			No		
1			2			2		
/			/			/		

Existing Coax = LDF7 1-5/8"

Sector A			Sector B			Sector C		
ERIC 1900	GSM 850	GSM 1900	ERIC 1900	GSM 850	GSM 1900	ERIC 1900	GSM 850	GSM 1900
2			2			2		
1a+1b	1c+4d	4a+4b	7a+7b	7c+10d	10a+10b	13a+13b	13c+16d	16a+16b
Kathrein			Kathrein			Kathrein		
800 10122			800 10122			742 265		
DBDP			DBDP			DBDP		
88			88			65		
30			150			270		
0	1	0	0	1	0	0	2	0
0			0			0		
Yes			Yes			Yes		
75.4 x 10.3 x 5.8			75.4 x 10.3 x 5.8			76.3 x 10.3 x 5.3		
79.4			79.4			52.9		
86			86			86		
2	2		2	2		2	2	
LDF5 7/8"	LDF5 7/8"		LDF5 7/8"	LDF5 7/8"		LDF5 7/8"	LDF5 7/8"	
105	105		105	105		108	108	
2	0	0	2	0	0	2	0	0
Ericsson	None	None	Ericsson	None	None	Ericsson	None	None
No	Yes		No	Yes		No	Yes	
No	No	No	No	No	No	No	No	No
No	No	No	No	No	No	No	No	No
1	2	2	2	2	2	2	2	2
/	/	/	/	/	/	/	/	/

Existing Coax = LDF7 1-5/8"

CABLE.

THE FOLLOWING ARE 3 DIFFERENT FORMATS FOR THE BRASS TAGS.

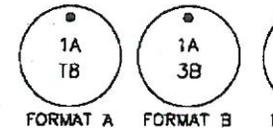
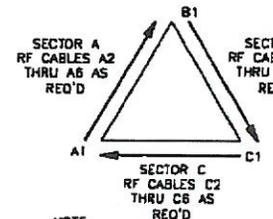


DIAGRAM OF BRASS TAG F

FORMAT A IS USED WHEN THERE IS ONE BEING CARRIED ON A CABLE. FORMAT B TWO TECHNOLOGIES HAVE BEEN DIPLEXED AND WILL BE BROKEN OUT THROUGH A TOP OF THE TOWER. FORMAT C IS USED WHEN TWO TECHNOLOGIES HAVE BEEN QUADRAPLEXED FOR ANTENNA PORT SHARING AT THE TOP

THE FIRST NUMBER DESIGNATES THE ANTENNA, THE SECOND CHARACTER DESIGNATES THE DESIGN TECHNOLOGY TYPE, AND THE LAST NUMBER DESIGNATES THE FREQUENCY BAND OF THE TECHNOLOGY.



NOTE: SECTOR ORIENTATION/AZIMUTH WILL VARY FROM REGION TO REGION. THIS IS SITE SPECIFIC. REFER TO RF REPORT FOR EACH SPECIFIC SITE TO DETERMINE THE SECTOR ORIENTATION.

ALL RF CABLE SHALL BE MARKED AS MARKING LOCATIONS TABLE BELOW:

CABLE MARKING LOCATIONS		
NO.	TAG	LOCATIONS
1.	X	END OF THE MAIN COAX RUN COAXIAL CABLE AND JUMPER ARE CONNECTED.
2.	X	CABLE ENTRY PORT ON THE SHELTER (AS APPLICABLE).
3.	X	END OF JUMPER AT BTS CAB

CABLE COLOR MARKING

IN ADDITION TO THE IMPLEMENTATION OF CONTRACTORS SHALL USE ONE BAND OF PER CABLE FOR SECTOR DESIGNATION LABEL

THE COLORS SHALL BE AS FOLLOWS:
SECTOR A: RED
SECTOR B: BLUE
SECTOR C: GREEN

THE SECTOR DESIGNATIONS SHALL BE MARKED DESCRIBED ON THE CURRENT RF DATASHEET TIME OF INSTALLATION. RF DATASHEET IS POSTED AT EVERY SITE.

COAX CABLE SPECIFICATION

- CONNECTOR BODY
- VERIFY METER READS A SHORT
- REMOVE SHORT AND VERIFY METER READS OPEN.
- IF STEPS 3 OR 4 FAIL CLEAN THE GLUE OFF THE CENTER CONDUCTOR ON THE JUMPERS
- REPEAT STEPS 1 THROUGH 5 FOR THE REMAINING RECEIVE PATHS.

EXAMPLE: TA3135_A_1AG9_IL-SHORT

- H) ANTENNA SYSTEM RETURN LOSS
THIS TEST MEASURES THE RL OF THE TRANSMISSION LINE TERMINATING INTO THE ANTENNA WITHOUT THE TMA AND DUPLEXER.

TEST FREQUENCIES: 1900 F1=1850 F2=1990/850 F1= 824 F2= 894

- PRESS MODE, THEN SELECT HIGHLIGHT RETURN LOSS ON SITE MASTER
- VERIFY CAL ON IS STILL LIGHT IN TOP LEFT CORNER OF SITE MASTER, IF NOT RE-CALIBRATE SITE MASTER.
- PRESS LIMIT TO SET THE HORIZONTAL MARKER; SET LIMIT LEVEL TO -17 DB
- STARTING WITH TX/RX 1. USE THE DIN (F) TO DIN (F) CONNECTORS TO BYPASS THE TMA AS SHOWN IN FIGURE 2.
- PERFORM RETURN LOSS MEASUREMENT
- PRESS MARKERS SELECT M1 THEN MARK PEAK
- VERIFY MARKER M1 IS > -17 DB
- LABEL SWEEP AS SITE ID_SECTOR_CABLE LABEL_TYPE OF SWEEP THEN SAVE SWEEP
- REPEAT RETURN LOSS TEST FOR THE REMAINING TRANSMISSION LINES

EXAMPLE: TA3135_A_1AG9_RL-ANT

- I) ANTENNA SYSTEM WITH DIPLEXER/TMA RETURN LOSS
THIS TEST MEASURES THE RL OF THE COMPLETE ANTENNA NETWORK ON THE TX AND RX PATH.

TX TEST FREQUENCIES: F1=1930 F2=1990

- ENTER TEST FREQUENCIES AND PERFORM CALIBRATION PROCEDURE LISTED ABOVE.
- PRESS LIMIT TO SET THE HORIZONTAL MARKER; SET LIMIT LEVEL TO -15 DB
- STARTING WITH TX/RX 1. REMOVE THE DIN (F) TO DIN (F) CONNECTOR AND RECONNECT THE TMA SHOWN IN FIGURE 1 AND DIPLEXER IF PROVIDED.
- PERFORM RETURN LOSS MEASUREMENT.
- PRESS MARKERS SELECT M1 THEN MARK PEAK
- VERIFY MARKER M1 IS > -15 DB
- LABEL SWEEP AS SITE ID_SECTOR_CABLE LABEL_TYPE OF SWEEP THEN SAVE SWEEP
- DISCONNECT SWEEP GEAR FROM TX/RX 1.
- REPEAT RETURN LOSS TEST FOR THE REMAINING TRANSMISSION LINES

EXAMPLE: TA3135_A_1AG9_RL-TX

RX TEST FREQUENCIES: F1=1850 F2=1910

- ENTER TEST FREQUENCIES AND PERFORM CALIBRATION PROCEDURE LISTED ABOVE.
- PRESS LIMIT TO SET THE HORIZONTAL MARKER; SET LIMIT LEVEL TO -15 DB
- STARTING WITH TX/RX 1. REMOVE THE DIN (F) TO DIN (F) CONNECTORS AND RECONNECT THE TMA SHOWN IN FIGURE 1 AND CONNECT DIPLEXER IF PROVIDED.
- PERFORM RETURN LOSS MEASUREMENT.
- PRESS MARKERS SELECT M1 THEN MARK PEAK
- VERIFY MARKER M1 IS > -15 DB
- LABEL SWEEP AS SITE ID_SECTOR_CABLE LABEL_TYPE OF SWEEP THEN SAVE SWEEP
- DISCONNECT SWEEP GEAR FROM TX/RX 1.
- REPEAT RETURN LOSS TEST FOR THE REMAINING TRANSMISSIONS LINES

EXAMPLE: TA3135_A_1AG9_RL-RX

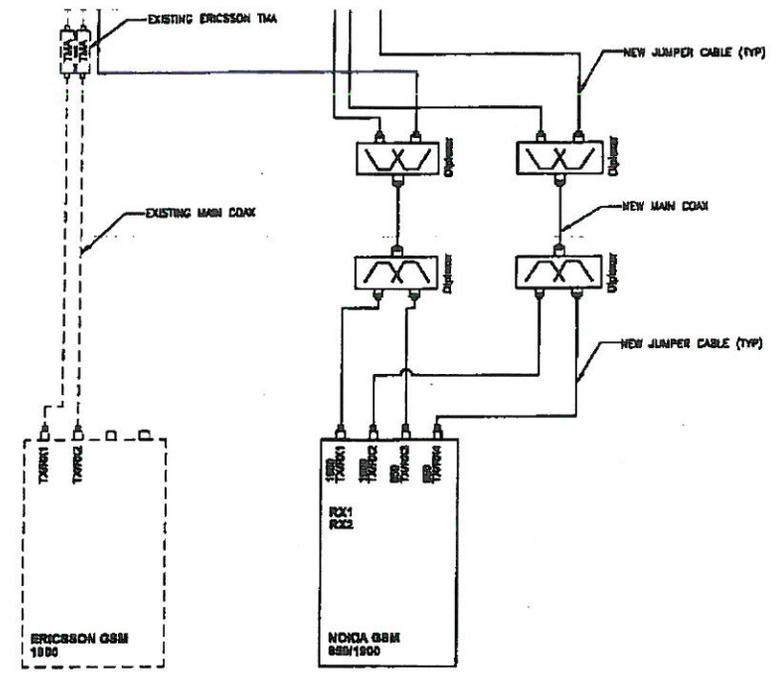
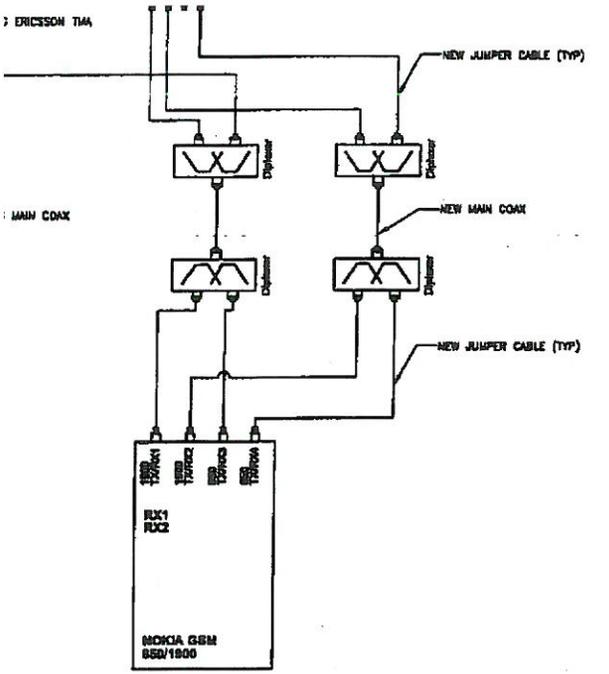
TX/RX TEST FREQUENCIES: F1= 824 F2= 894

- ENTER TEST FREQUENCIES AND PERFORM CALIBRATION PROCEDURE LISTED ABOVE.
- PRESS LIMIT TO SET THE HORIZONTAL MARKER; SET LIMIT LEVEL TO -15 DB
- STARTING WITH TX/RX 1. CONNECT THE DIPLEXERS IF PROVIDED.
- PERFORM RETURN LOSS MEASUREMENT.
- PRESS MARKERS SELECT M1 THEN MARK PEAK
- VERIFY MARKER M1 IS > -15 DB
- LABEL SWEEP AS SITE ID_SECTOR_CABLE LABEL_TYPE OF SWEEP THEN SAVE SWEEP.
- DISCONNECT SWEEP GEAR FROM TX/RX 1.
- REPEAT RETURN LOSS TEST FOR THE REMAINING TRANSMISSION LINES.

RL)
TER)
= 824 F2= 894
TX FREQ F1= 869 F2 894
RX FREQ F1= 824 F2 849
1900 GSM U9= 1900 UMTS
TEST FREQUENCIES FOR VALUES
OR OPEN/SHORT/LOAD
DO NOT REMOVE LOAD. VERIFY THE TRACE IS FLAT
-54 DB. IF NOT RETIGHTEN ALL CONNECTORS AND
SURGING -54 DB EITHER THE LOAD IS BAD OR THE

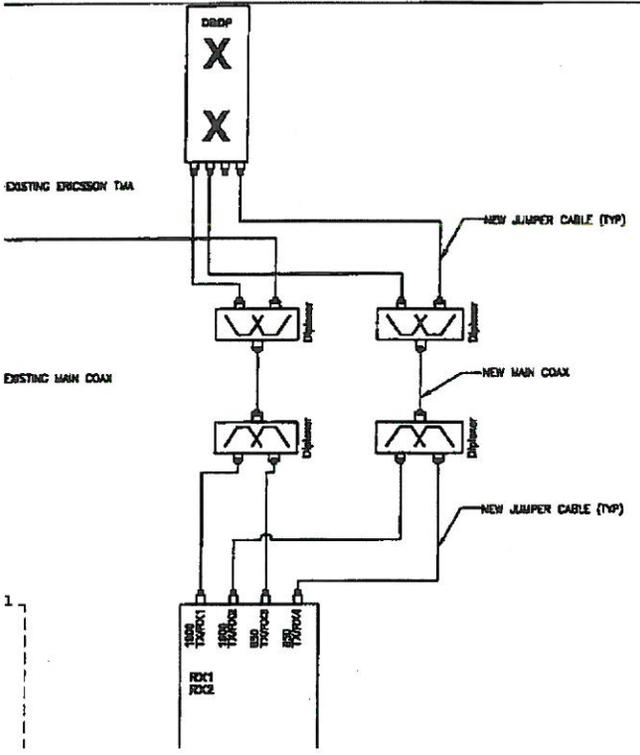
SETUP
FAILURE ANALYSIS TOOL FOR THE TRANSMISSION
1= 824 F2= 894
TRANSMISSION LINE AND JUMPERS BETWEEN THE

1= 824 F2= 894
PROCEDURE LISTED ABOVE.
DIN (F) CONNECTOR TO BYPASS THE TMA SHOWN
JUMPER SHOWN IN FIGURE 1
D M1 TO M2 THEN DIVIDE BY 2. M1+M2/2=IL
TABLE 1 AS A REFERENCE. M1+M2/4 =SHOULD
1 DB.
TYPE OF SWEEP THEN SAVE SWEEP
TRANSMISSION LINES.



AM

2 | SECTOR B PLUMBING DIAGRAM



COAX LENGTH SCHEDULE					
SECTOR	LENGTH	DIAMETER	EXISTING COAX	NEW COAX	TOTAL COAX
SECTOR "A"	105'-0"	-	2-(1-5/8")	2-(7/8")	4
SECTOR "B"	105'-0"	-	2-(1-5/8")	2-(7/8")	4
SECTOR "C"	105'-0"	-	2-(1-5/8")	2-(7/8")	4

SCHEDULE 40, TYPE " CONFORMING TO UL ARTICLE
SLIP-ON SOLVENT SEALED T PIPE, SOLVENT,
IMUM RADIUS.

N (UNLESS OTHERWISE NOTED).

POLYETHYLENE.

CONSTRUCTION.

IS IN CONJUNCTION WITH THE PROJECT.

BE PROPER AUTHORITIES AND INFORM CIRCULAR
E SUBMITTED TO THE OWNER'S REPRESENTATIVE

N AND PERFORMED IN A WORKMANLIKE MANNER AND
GRESS OF THE PROJECT.

MAXIMUM LOADS TO ASSURE PROPER OPERATION

MINATION WITHOUT SPLICES

IES AND/OR UTILITY COMPANIES.

EQUIPMENT TO AVOID LOCATION CONFLICTS

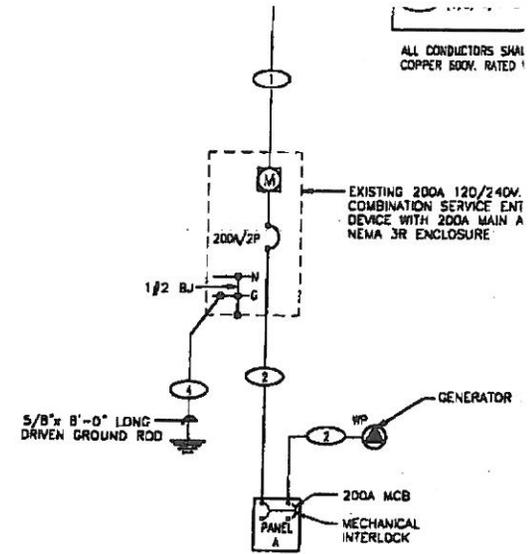
V LABELS NEATLY PLACED ALONG SIDE OF THE

ND SEALED WITH A FIRE RESISTANT CAULKING TO

ALL PENETRATIONS

PANEL TYPE: EYELANDER PANEL MOUNTING: SURFACE		NOTE: PANELBOARD PROVIDED WITH INTERLOCKED MAIN BREAKER FOR ALTERNATE POWER SOURCE									
DESCRIPTION	TOTAL (VA)	BREAKER A	P	CCT	PH	CCT	BREAKER A	P	TOTAL (VA)	DESCRIPTION	
RECTIFIER	1800	30	2	1	A	2	30	2	1800	RECTIFIER	
---	1800	30	2	3	B	4	30	2	1800	RECTIFIER	
RECTIFIER	1800	30	2	5	A	5	30	2	1800	RECTIFIER	
---	1800	30	2	7	B	8	30	2	1800	RECTIFIER	
RECTIFIER	1800	30	2	9	A	10	30	2	1800	RECTIFIER	
---	1800	30	2	11	B	12	30	2	1800	RECTIFIER	
SAFETY APPROPRIATE	60	2	13	A	14	30	1	1800	TECO CABINET		
---	60	2	15	B	16	20	1	1800	LTC AND RECEPTACLES		
SPACE			17	A	18			1800	SPACE		
---			19	B	20			1800	SPACE		
---			21	A	22			1800	SPACE		
---			23	B	24			1800	SPACE		
---			25	A	26			1800	SPACE		
---			27	B	28			1800	SPACE		
---			29	A	30			1800	SPACE		
---			31	B	32			1800	SPACE		
---			33	A	34			1800	SPACE		
---			35	B	36			1800	SPACE		
---			37	A	38			1800	SPACE		
---			39	B	40			1800	SPACE		
---			41	A	42			1800	SPACE		

LOAD TYPE	CONNECTED LOAD	POWER FACTOR	KVA	LOAD FACTOR	REQ. CALCULATED LOAD
LIGHTING					
INCANDESCENT	0.3 KW @	100%	0.3 @ 100% =		0.4 KVA
FLUORESCENT	KW @	95%	@ 100% =		KVA
RECEPTACLES					
FIRST TO KW	0.5 KW @	100%	0.5 @ 100% =		0.5 KVA
REMAINDER	KW @	100%	@ 56% =		KVA
MOTORS					
LARGEST	KW @	80%	@ 125% =		KVA
REMAINDER	KW @	80%	@ 100% =		KVA
OTHER	25.6 KW @	100%	25.6 @ 100% =		25.6 KVA
TOTAL	28.4 KW		28.4 KVA		28.3 KVA
			MINIMUM PANEL CAPACITY =		110 AMPERES
PHASE "A"	13.7 KW	PHASE	A-B	93%	PHASE
PHASE "B"	12.7 KW	POWER			IMBALANCE
		FACTOR	100%		



2 | PANEL SCHEDULE

SCALE:
N.T.S.

SCALE:
N.T.S.

3 | TYPICAL ELECTRICAL ONE-LINE DIAGR.

- A CUTLER-HAMMER OUTDOOR METER BASE 14-1/4"x29"x6-1/2"
W/200A MAIN BREAKER (MODEL# CGBT200R/SC). ELECTRIC
SERVICE METER ENCLOSURE SUPPLIED AND INSTALLED BY
CONTRACTOR PER LOCAL UTILITY CO. REQUIREMENTS
- B *EYELANDER CELL TRANSFER PANEL WITH MAIN DISCONNECT,
BREAKERS & TRANSFER SWITCH (CATALOG #WMTS200-28-1-200).
200 AMP PANEL / LOAD CENTER / +30 POSITION MIN. (SQUARE D)
REFER TO PANEL SCHEDULE (SEE DETAIL 2/E-1)
- C APPLETON RECEPTACLE (CATALOG
#ADJA200442DOORS) 200 AMP/4W/4P/3TY :

* SOURCE: EYELANDER ELECTRIC
800-932-8988
3601 EVERETT AVE.
PO BOX 1479
EVERETT, WA. 98206

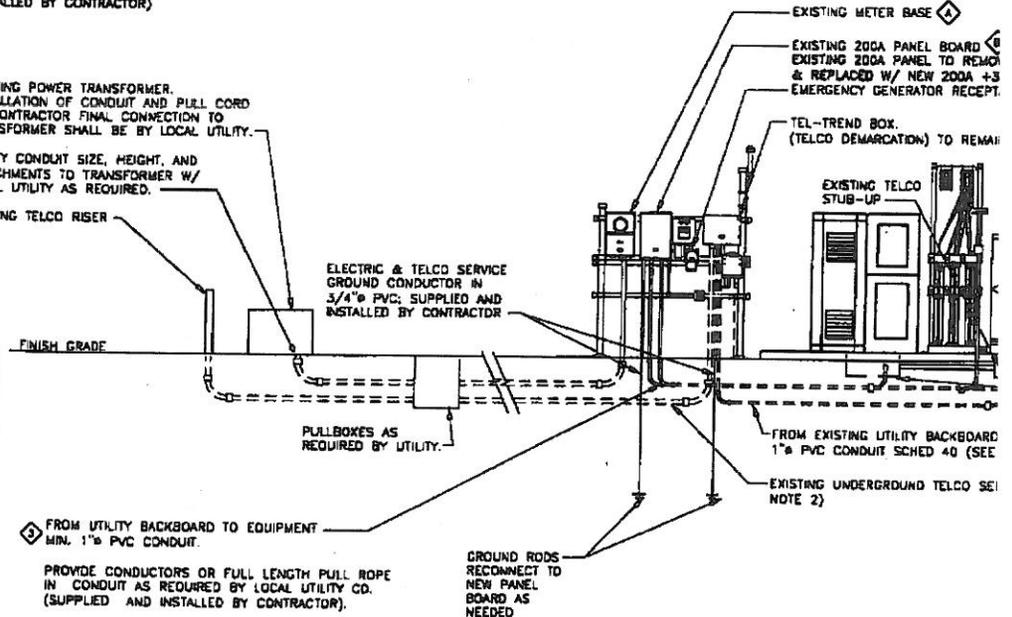
NOTE:
REFER TO SHEET A1.1 FOR
ALL EQUIPMENT LOCATIONS

NOTE:
ALL UNDERGROUND CONDUIT BENDS TO HAVE MIN. 24" BEND. USE
RGS CONDUIT SIZING TO MATCH, WITH 90° BEND (SUPPLIED AND
INSTALLED BY CONTRACTOR)

EXISTING POWER TRANSFORMER.
INSTALLATION OF CONDUIT AND PULL CORD
BY CONTRACTOR FINAL CONNECTION TO
TRANSFORMER SHALL BE BY LOCAL UTILITY.
VERIFY CONDUIT SIZE, HEIGHT, AND
ATTACHMENTS TO TRANSFORMER W/
LOCAL UTILITY AS REQUIRED.

EXISTING TELCO RISER

ELECTRIC & TELCO SERVICE
GROUND CONDUCTOR IN
3/4" PVC; SUPPLIED AND
INSTALLED BY CONTRACTOR



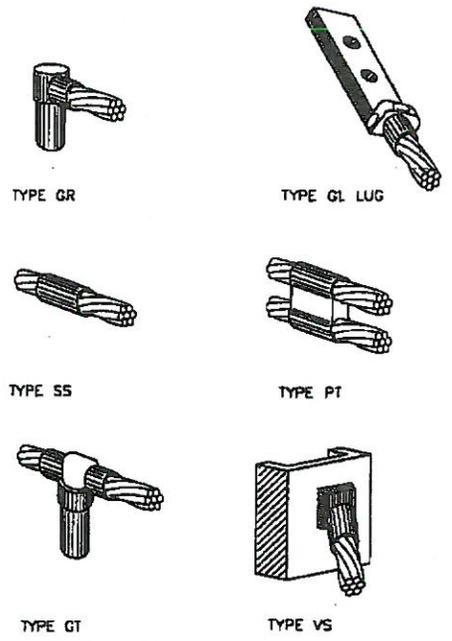
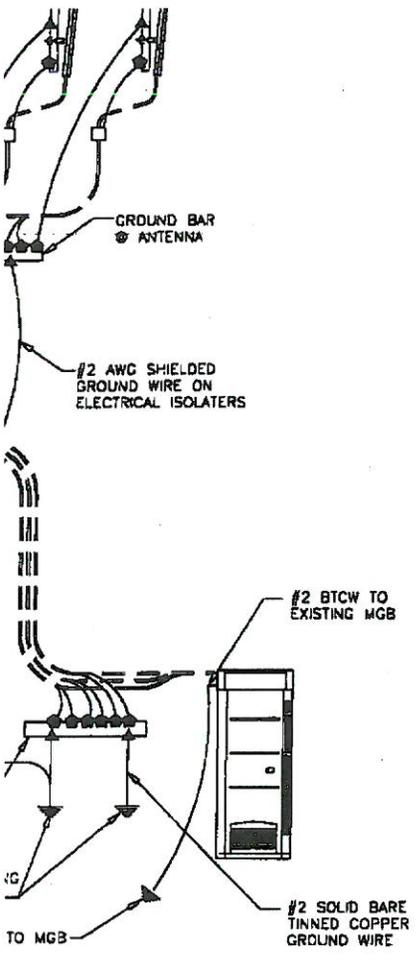
GRADE, AC PAVING
PE AND
OF EXISTING

CTED SOIL TO MIN
MODIFIED MAX DENSITY
3TM D1557 METHOD

WARNING TAPE

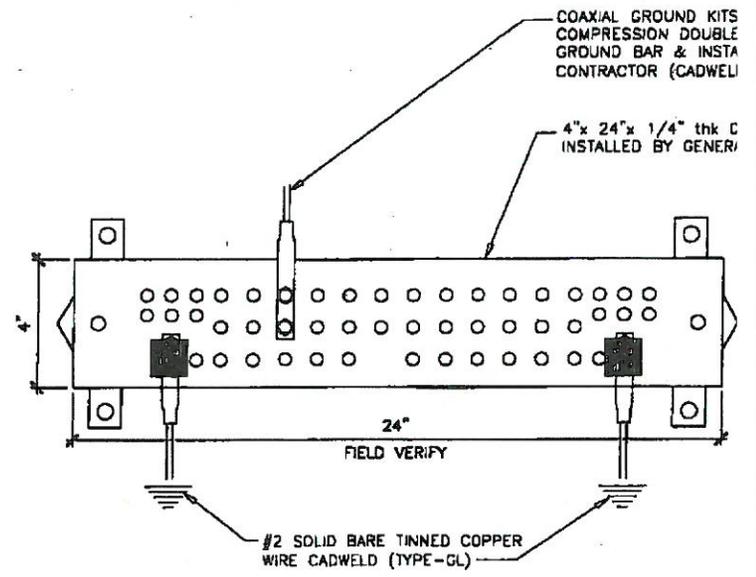
CONDUIT WHERE
BLE COORDINATE
ID TYPE WITH
UTILITY

1. PRIOR TO THE SUBMISSION OF BIDS, THE BIDDING CONTRACTOR SHALL VISIT THE CELL SITE TO
FAMILIARIZE WITH THE EXISTING CONDITIONS AND TO CONFIRM THAT THE WORK CAN BE ACCOMPLISHED
AS SHOWN ON THE CONSTRUCTION DRAWINGS. ANY DISCREPANCY FOUND SHALL BE BROUGHT TO THE
ATTENTION OF CONTRACTOR.
2. CONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS PRIOR TO COMMENCING ANY
WORK. ALL DIMENSIONS OF EXISTING CONSTRUCTION SHOWN ON THE DRAWINGS MUST BE VERIFIED.
CONTRACTOR SHALL NOTIFY THE CONTRACTOR OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL
OR PROCEEDING WITH CONSTRUCTION.
3. THE EXISTING CELL SITE IS IN FULL COMMERCIAL OPERATION. ANY CONSTRUCTION WORK BY
CONTRACTOR SHALL NOT DISRUPT THE EXISTING NORMAL OPERATION. ANY WORK ON EXISTING
EQUIPMENT MUST BE COORDINATED WITH CONTRACTOR. ALSO, WORK SHOULD BE SCHEDULED FOR AN
APPROPRIATE MAINTENANCE WINDOW USUALLY IN LOW TRAFFIC PERIODS AFTER MIDNIGHT.
4. SINCE THE CELL SITE IS ACTIVE, ALL SAFETY PRECAUTIONS MUST BE TAKEN WHEN WORKING AROUND
HIGH LEVELS OF ELECTROMAGNETIC RADIATION. EQUIPMENT SHOULD BE SHUTDOWN PRIOR TO
PERFORMING ANY WORK THAT COULD EXPOSE THE WORKERS TO DANGER. PERSONAL RF EXPOSURE
MONITORS ARE ADVISED TO BE WORN TO ALERT OF ANY DANGEROUS EXPOSURE LEVELS.
5. CONTRACTOR SHALL DETERMINE ACTUAL ROUTING OF CONDUIT, POWER AND T1 CABLES, GROUNDING
CABLES. CONTRACTOR SHALL UTILIZE EXISTING TRAYS AND/OR SHALL ADD NEW TRAYS AS NECESSARY.
CONTRACTOR SHALL CONFIRM THE ACTUAL ROUTING WITH THE CONTRACTOR.



NOTE: CADWELD "TYPES" SHOWN ABOVE ARE EXAMPLES - CONSULT WITH PROJECT MANAGER FOR SPECIFIC TYPES OF CADWELDS TO BE USED FOR THIS PROJECT.

NOTE: COAT ALL MECHANICAL CONNECTIONS WITH "NDOX" OR APPROVED EQUAL



RAM SCALE: N.T.S.

2 CADWELD DETAILS

SCALE: N.T.S. 3 GROUND BAR DETAIL

1. ALL DETAILS ARE SHOWN IN GENERAL TERMS. ACTUAL INSTALLATION AND CONSTRUCTION MAY VARY DUE TO SITE SPECIFIC CONDITIONS.
2. GROUND ALL ANTENNA BASES, FRAMES, CABLE RUNS, AND OTHER METALLIC COMPONENTS USING GROUND WIRES AND CONNECT TO SURFACE MOUNTED BUS BARS. FOLLOW ANTENNA AND BTS MANUFACTURERS PRACTICES FOR GROUNDING REQUIREMENTS. GROUND COAX SHIELD AT BOTH ENDS AND EXIT FROM TOWER OR POLE USING MFR'S PRACTICES.
3. ALL GROUND CONNECTIONS SHALL BE CADWELD. ALL WIRES SHALL BE COPPER THHN/THWN. ALL GROUND WIRE SHALL BE GREEN INSULATED WIRE ABOVE GROUND.
4. CONTRACTOR TO VERIFY AND TEST GROUND TO SOURCE. GROUNDING AND OTHER OPERATIONAL TESTING WILL BE WITNESSED BY CINGULAR WIRELESS, LLC. REPRESENTATIVE.
5. REFER TO DIVISION 16 GENERAL ELECTRIC; GENERAL ELECTRICAL PROVISION AND COMPLY WITH ALL REQUIREMENTS OF GROUNDING STANDARDS.
6. ELECTRICAL CONTRACTOR TO PROVIDE DETAILED DESIGN OF GROUNDING SYSTEM, AND RECEIVE APPROVAL OF DESIGN BY AUTHORIZED CINGULAR WIRELESS, LLC. REPRESENTATIVE, PRIOR TO

U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
LAND USE REVIEW REQUEST

TRANSMISSION LINE MAINTENANCE LURR COMMENTS

14. Operating Line Name (s) Aitrap Banger #1 14/6 | 15. TLM Log No. | 16. Case No. 20120082

Unacceptable TLM, TELC, TERR, NRS Meeting Requested

Acceptable as proposed Acceptable with following provisions (see comments)

A distance of at least _____ feet from conductors (wires in the air), and the

- All above ground uses must maintain a distance of at least 50-feet from all structures. (Exception: where vegetation is concerned - see comments below)
- Any underground portion of the project is required to be built to HS20 loading standards or to State and Local regulations whichever is greater. Also, maintain a distance of at least 50-ft from all steel lattice structures, and 25-ft from all pole structures. (Exceptions: septic / drain fields - see comments below).
- Please note: Buried BPA underground facilities; i.e. counterpoise, fiber vaults, etc. may be present and require _____ feet of clearance.
- All approved fences shall have a 16-foot gate(s) installed at the approved location for access by BPA maintenance vehicles and BPA is permitted to use its own TM locks, where needed.
- Access road use requires joint inspection with applicant and TLM / NRS personnel prior to use - and - an additional inspection at the time of termination of any use/agreement must be made prior to release.
- Shall have a BPA approved safety watcher present during construction of the project.
- Vegetation - Landscape, low growing vegetation, and shrubs, should not exceed _____ feet in height, and must be at least 50-feet (or _____) away from any structure.
- T & B required - see your NRS for Christmas Tree and Commercial Orchard requirements.

Comments:

Fastall as Per BPA Regulations.

Reviewer C. Lee Ward | Phone No. 360-570-9361 | Date 12-15-11

**U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
LAND USE REVIEW REQUEST**

1. CASE NO. **20120082** | 2. DATE **12/13/2011** | 3. FROM: REAL PROPERTY MANAGEMENT - TERR-3
12/12/2011 Missinne, E.J.; 360-570-4352; TERR-Olympia

4. TO:
 A. Transmission Electrical Design; Stephan Fraering- TELC-TPP-3 F. Other:
 B. Lineman Foreman III; TFOF-Olympia G. Natural Resource Specialist:
 C. Pollution Prev. Abate; Elaine S. Stratton - KEPR-AMPN-2 H. Customer Account Exec
(See web link below (K.1.))
 D. Chief Substation Operator I. Customer Service Engineer:
 E. Survey and Mapping; Jay Conant-TERM-TPP-4 J. District Manager:

K1. http://www.transmission.bpa.gov/business/acct_execs/default.cfm

5. BRIEF SUMMARY OF APPLICATION OR ENCROACHMENT
pad mount transformer 14/0 # Conduit + Buried Power

6. APPLICANT OR ENCROACHER
AT&T - New Cingular Wireless PCS, LLC/c/o Goodman Networks Inc.

7. OPERATING & DESIGN NAME OF LINE(S) and/or SUBSTATION(S)
KITSAP-FAIRMOUNT NO 1 (OPR KITSAP-BANGOR NO1)

8A. TRACTS - EASEMENT **K-B-14-A-2** | 8B. TRACTS - FEE | 8C. LEAD TRACT ID | Multiple Lead Tracts

9. LOCATION 1/4, 1/4 | SECTION | TOWNSHIP | RANGE | MERIDIAN | COUNTY | STATE
SW1/4SW1/4 | **28** | **26 N** | **1E** | **WM** | **Kitsap** | **WA**

10. ATTACHMENTS
 A. Encroachment Report B. Letter of Application C. Application For Proposed Use Of BPA Right-Of-Way
D. BPA Drawing Number(s) **125514**
E. Other Drawings **Applicant drawings**
F. Other Attachments or Comments:

11. REALTY SPECIALIST NAME/ PHONE/ ROUTING (There are TWO drop-down options to choose from) | SIGNATURE

12. THIS REQUEST IS REFERRED FOR EVALUATION AND COMMENTS, INCLUDING ADVERSE EFFECTS ON FUTURE PLANS
PLEASE MAKE COMMENTS OR RESERVATIONS IN RELATION TO YOUR AREA OF EXPERTISE.

- See attached comments.
- See attached Transmission Electrical design comment sheet.
- See attached TLM comment sheet.
- Approved as Requested.
- Request Meeting with all reviewers.
- No review required at this time.

Return comments to Christine Kimball - TERR 3

13. SIGNATURE | ROUTING | PHONE | DATE

Return Original w/comments to Realty Specialist - See Item 11 | RETENTION: TERR= See disposition; others=A

FILE CODE: LA-17
CHRISTINE KIMBALL

**S. DEPARTMENT OF ENERGY
BULLYEVILLE POWER ADMINISTRATION
APPLICATION FOR PROPOSED USE OF BPA RIGHT-OF-WAY**
1-800-282-3713



Ask for Real Property Services or a contact person from web site.
www.transmission.bpa.gov/LanCom/Real_Property.cfm
Privacy Act Statement

18 USC § 832, et. seq., and 42 USC § 7101 authorize the collection of this information, which will be used by BPA to assess whether your proposed use of our right-of-way will interfere with BPA's land rights. This information is authorized to be maintained in Privacy Act system of records DOE-24, "Land Records System." Providing the requested information is voluntary; however, failure to provide complete information may result in a delay or denial of your application. Authorized routine uses for which this information may be disclosed are listed in the Privacy Act system of records notice for DOE-24, which is published in the Federal Register.

Date
11-8-11

NO APPLICATION FEE For individual landowners requesting personal use of BPA Right-of-Way	\$250 APPLICATION FEE For developments or subdivisions. Application fee is non-refundable	\$2500 APPLICATION FEE For longitudinal occupancies that require multiple miles of BPA Right-of-Way. Application fee is non-refundable.
--	---	---

Applicant		Owner (Complete only if the applicant is not the owner.)
1. NAME A T & T - New Cingular Wireless PCS, LLC/c/o Goodman Networks Inc.	4. NAME Randy and Robin Dubois	
2. ADDRESS, CITY, STATE, ZIP 8815 122 nd Ave NE, Kirkland, WA 98033	5. ADDRESS, CITY, STATE, ZIP 16300 Clear Creek Rd. NW, Poultsbo, WA 98370	
3. TELEPHONE NO. 713-292-7120 EMAIL ADDRESS: mcunningham@GOODMANNETWORKS.COM FAX NO:	6. TELEPHONE NO. EMAIL ADDRESS: FAX NO:	

7. LOCATION OF PROPERTY (Legal description of the property. This information is on your title, insurance policy, courthouse deed, or your tax statement.)
(PROVIDE A COUNTY ASSESSOR'S MAP SHOWING THE OWNER'S BOUNDARY LINES AND THE LOCATION OF USE.)
WA193 Bangor

Existing Telecommunication Site BPA Structure BE66, Tower 14,6 of Kitsap-Fairmount #1 (Kitsap-Bangor)
Transmission Line.

QUARTER SECTION(S) SWSW	SECTION(S) 28	TOWNSHIP 26N	RANGE 1E	COUNTY Kipsap	STATE WA
----------------------------	------------------	-----------------	-------------	------------------	-------------

8. PURPOSE FOR WHICH BPA RIGHT-OF-WAY/PROPERTY IS TO BE USED

Check all boxes that apply and complete the information on the following page. (Include a map, plan or sketch if appropriate.)

<input type="checkbox"/> Driveway / Roadway Width	<input type="checkbox"/> Pipelines	<input checked="" type="checkbox"/> Electric Service Line			
Width N/A	Type: <input type="checkbox"/> Gas <input type="checkbox"/> Sewer <input type="checkbox"/> Water	Voltage			
Material N/A	Diameter N/A N/A N/A	Underground X			
PLEASE ATTACH EXISTING AND PROPOSED GRADING PLANS.	Material N/A N/A N/A	Overhead			
<input type="checkbox"/> Other Uses:	Buried Depth N/A N/A N/A				

Narrative: Please describe your intended use in detail. In order to assure safe clearance, please describe any equipment that will be used for applied use (including equipment intended to construct and maintain the use). Space is provided on page 2 for a drawing. IF GRADING, PLEASE ATTACH EXISTING AND PROPOSED GRADING PLANS

Conduit 2" approximately 125' feet and Depth of 48" Pad Mount Transformer.

CONTACT MIKE CUNNINGHAM 713-292-7120



9. APPLICANT NAME _____ 10. APPLICANT SIGNATURE _____ 11. APPLICANT TITLE _____
20120082



Department of Energy

Bonneville Power Administration
P.O. Box 3621
Portland, Oregon 97208-3621

FREEDOM OF INFORMATION ACT/PRIVACY PROGRAM

April 3, 2017

In reply refer to: FOIA #BPA02017-00156-F

Adam Williams
Acebedo & Johnson, LLC
Puyallup Executive Park
1011 East Main, Suite 456
Puyallup, WA 98372
Adam.Williams@acebedojohnson.com

Dear Mr. Williams:

This communication responds to your Freedom of Information Act (FOIA) request BPA-2017-00156-F submitted to the Bonneville Power Administration (BPA) on November 3, 2016 and acknowledged on November 14, 2016.

Request

"...any easements, leases, or other agreements associated with ... an electrical tower identified as KTS BNGR Line 1, Mile 14, Tower 6 (WA 0193) and the cell tower identified as USID #61567 (AT&T – Site: Bangor). This tower rests on tax parcel #282601-3-027-2006 in Kitsap County, Washington...[and]...services Bangor Trident Base in Kitsap County, Washington...; specifically [requested is] a 'master lease' signed in or about 1996; a lease signed by BPA in or about 1997; a renewal signed in or about 2002; and any other documents associated with the tower."

Response

In response to your FOIA request BPA's Transmission Account Services and Real Property Services offices located the following responsive agency records:

1. Land Use Agreement; 09/07/2012; New Cingular Wireless PCS, LLC (AT&T); Bangor Site (WA0193); 38 pages
2. Aerial Photograph; Bangor Site (WA0193); 1 page
3. Contract No. 96MS-95361, 08/19/1996, Master Lease Agreement (Multiple Sites) executed by the US Department Of Energy acting by and through the BPA and GTE Mobilnet, Inc.; 47 pages
4. Amended Contract No.1, Contract No. 96MS-95361, Master Lease Agreement (Multiple Sites) executed by the US Department Of Energy acting by and through the BPA and GTE Wireless of The Pacific Inc.; 45 pages

5. Memorandum of Agreement executed by BPA and New Cingular Wireless PCS, LLC, 03/21/2010; (terminating three MLAs and the transfer of all FLAs to the new MLA; (Contracts No. 97TX-30017, 96MS-95361, 00TX-10369)); Lease Agreement No. 10TX-14723; 1 page
6. Lease Agreement No. 10TX-14723; Master Lease Agreement Executed by the U.S. Department of Energy acting by and through BPA and New Cingular Wireless PCS, LLC (AT&T); 17 Pages
7. Facilities Lease 970319, 12/16/1997, Bangor Site (WA0193), (Contract No. 96MS-95361) executed by the US Department Of Energy acting by and through the BPA and GTE Mobilnet, Inc.; 15 pages (“copy; no original available”)
8. Notice of Asset Transfer, 08/28/2001; Cingular Wireless File No. TM-Ditt2, Contract Number 96MS-95361; Transfer from GTE Wireless of The Pacific Inc. to Cingular Wireless PCS, LLC (AT&T); 2 pages

Exemption Four

Responding here briefly to your law firm’s letter of March 15, 2017, BPA has been actively processing your FOIA request since it was received. In accord with 5 USC Sec. 552 (b)(4), Exemption Four to the FOIA, the responsive agency records described above were submitted to the third party information providers for their objections to a release of their proprietary information contained therein. The third party information providers were given thirty days to submit written objections. The third party information providers failed to submit written objections within that period.

Release and Certification

BPA is herein releasing the responsive agency records, with the respectively identified page count numbers, enumerated above, with no redactions. Pursuant to 10 C.F.R. § 1004.7(b)(2), I am the individual responsible for the information and determinations described herein.

FOIA Fee

There are no fees associated with your FOIA request.

FOIA Appeal

This decision, as well as the adequacy of the search, may be appealed within 90 calendar days from your receipt of this letter pursuant to 10 C.F.R. § 1004.8. Appeals should be addressed to:

Director, Office of Hearings and Appeals,
HG-1, L’Enfant Plaza
U.S. Department of Energy
1000 Independence Avenue, S.W.
Washington, D.C. 20585-1615

The written appeal, including the envelope, must clearly indicate that a FOIA appeal is being made. You may also submit your appeal to OHA.filings@hq.doe.gov, including the phrase "Freedom of Information Appeal" in the subject line. The appeal must contain all of the elements required by 10 C.F.R. § 1004.8, including a copy of the determination letter. Thereafter, judicial review will be available to you in the Federal District Court either: 1) in the district where you reside; 2) where you have your principal place of business; 3) where DOE's records are situated; or 4) in the District of Columbia.

You may contact BPA's FOIA Public Liaison, Sarah Westenberg, at the address on this letter header for any further assistance and to discuss any aspect of your request. Additionally, you may contact the Office of Government Information Services (OGIS) at the National Archives and Records Administration to inquire about the FOIA mediation services they offer. The contact information for OGIS is as follows:

Office of Government Information Services
National Archives and Records Administration
8601 Adelphi Road-OGIS
College Park, Maryland 20740-6001
E-mail: ogis@nara.gov
Phone: 202-741-5770; Toll free: 1-877-684-6448; Fax: 202-741-5769

Questions about this communication may be directed to James King (CorSource Technology Group, Inc.), assigned to the BPA FOIA office, at jjking@bpa.gov and 503.230.7621.

Sincerely,



C. M. Frost
Freedom of Information/Privacy Act Officer

AUTHENTICATED

MASTER LEASE AGREEMENT
executed by the
UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
acting by and through the
BONNEVILLE POWER ADMINISTRATION
and
NEW CINGULAR WIRELESS PCS, LLC

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THIS MASTER LEASE is between the United States of America, Department of Energy, acting by and through the Bonneville Power Administration (BPA), and NEW CINGULAR WIRELESS PCS, LLC (Customer). Bonneville and Customer may be collectively referred to as "Parties" and individually as "Party."

1. DEFINITIONS

The terms below have the following meanings when used in this Wireless Lease:

- (a) "Antenna Facilities" means Customer-owned antennas, cables, equipment cabinets, and all related ground equipment and facilities, which may include utility lines, telephone lines, fencing, concrete pads, and emergency backup generators, to be determined in the applicable Facility Lease.
- (b) "Electric Facilities" means any equipment at a Site owned by BPA and used by BPA to provide electric service to its customers.
- (c) "Facility Lease" means an agreement of the Parties for the lease of a particular Site to provide for the installation and use of Antenna Facilities on the Site.
- (d) "Site" means the property leased to Customer under any Facility Lease.
- (e) "Upgrades" means any addition to Antenna Facilities or to a BPA tower or other structure on a Site, replacement of all or a portion of Antenna Facilities, or the construction of new structures on a Site, that is reasonably necessary to accommodate Antenna Facilities or for the protection, operation, or maintenance of BPA's transmission system or related facilities.

2. LEASE DESCRIPTION

- (a) **Master Lease**
This Master Lease, together with the Facility Lease for each Site, contains the terms and conditions under which BPA will lease each Site to Customer. The purpose of this Master Lease and each Facility Lease is for BPA to lease Sites to Customer on which the Parties will install Antenna Facilities for Customer's use in providing telecommunication services. BPA will independently evaluate each application Customer makes to lease a given Site, and the execution of this Master Lease does not obligate BPA to lease any Site to Customer.
- (b) **Facility Lease**
For each Site that Customer leases from BPA, the Parties shall execute a separate Facility Lease, which shall govern in case of a conflict between the Facility Lease and this Master Lease.

3. **TERM**

(a) **Master Lease**

This Master Lease shall be effective on the date it has been executed by both Parties and shall expire at midnight on the latest expiration date of any Facility Lease. At the expiration or termination of this Master Lease, any obligations incurred but not satisfied hereunder shall remain in effect until satisfied.

(b) **Facility Lease**

Unless otherwise provided in a Facility Lease, the initial term of each Facility Lease shall be five years.

(c) **Automatic Renewals**

Upon expiration, each Facility Lease shall be automatically renewed for another five-year term, unless Customer notifies BPA in writing no later than 60 days before the expiration of the Facility Lease that it does not intend to renew such lease. At the end of the renewal term, if any, the Facility Lease shall be automatically renewed for a third five-year term, and at the end of that term for a fourth five-year term, unless Customer notifies BPA in writing no later than 60 days before the end of a term that it does not intend to renew such lease.

(d) **Fees for Automatic Renewal Terms**

The annual fee shall increase by 20 percent at the beginning of each automatic renewal term. All fees shall be rounded to the nearest dollar.

(e) **Additional Renewals**

All additional renewals shall be by agreement between BPA and Customer.

4. **EXHIBITS**

Exhibit A is hereby incorporated into and made a part of this Master Lease.

5. **AMENDMENTS**

Any amendment to this Master Lease or any Facility Lease shall be effective only upon written agreement of the Parties.

6. **CONSTRUCTION OF ANTENNA FACILITIES AND UPGRADES**

(a) **Installation and Upgrade of Antenna Facilities**

At its expense, Customer shall construct and install all Antenna Facilities, including Upgrades, except for Antenna Facilities located on a BPA tower, which BPA shall construct and install at Customer's expense. Before beginning any installation or Upgrade of the Antenna Facilities, Customer shall submit to BPA, at the address listed in Exhibit A, a completed, dated, and signed application on a form provided by BPA, stating Customer's plans for installation or Upgrade of the Antenna Facilities. BPA shall perform structural analysis to determine the ability of BPA's transmission structures to withstand the additional loadings caused by the installation or Upgrade,

including but not limited to wireless antennas, coaxial cables, tower mounting systems, and any other equipment required to safely install the facilities on the BPA structures. If BPA determines that its transmission structures cannot withstand the additional loadings, it will so inform Customer and Customer may not install the Antenna Facilities or Upgrade. If BPA determines that the transmission structures can withstand the additional loadings, BPA may require additions to or modification of the plans. Customer may begin the installation or Upgrade only upon BPA's written approval of the plans. Once Antenna Facilities are installed, Customer may not relocate the Antenna Facilities or any portion thereof anywhere on the Site without written approval from BPA.

(b) **Update to Application for Shared Use**

If any information included in any application Customer has provided to BPA becomes incorrect, Customer shall provide BPA, in writing, updates to such information within 45 days after the information has become incorrect.

(c) **Cathodic Protection**

At its expense, Customer shall construct and install on each Site a cathodic protection system that meets criteria for the elements and installation of such system established by BPA for such Site. BPA will periodically inspect the cathodic protection system. If at any time BPA determines that the cathodic protection system no longer meets such criteria or does not adequately protect the Antenna Facilities and tower or other structure, BPA shall so inform Customer in writing. Within 30 days of receiving the notice, Customer shall repair or replace the cathodic protection system as necessary so that it meets such criteria and adequately protects the Antenna Facilities and tower or other structure.

(d) **Performance of Work**

Customer shall perform all work in a good and workmanlike manner and in accordance with applicable laws, ordinances, and BPA's safety regulations and policies. Customer shall ensure that such work does not adversely affect the structural integrity, maintenance, operations, or use of the Electric Facilities and does not interfere with or adversely affect any other use of the Site or access thereto.

(e) **Antenna Facilities as Personal Property**

The Antenna Facilities shall be deemed Customer's personal property for purposes of this Wireless Lease and each Facility Lease, regardless of whether any portion thereof is deemed real or personal property under applicable law.

(f) **Utility Service**

Unless otherwise specified in a Facility Lease, Customer shall arrange for the installation of electric and telephone utility service at each Site and shall pay for such utility services.

7. REGULATORY COMPLIANCE AND PROPERTY RIGHTS

(a) **Regulatory Compliance**

Customer shall comply with all Federal Communications Commission (FCC) requirements. BPA shall mark towers at each site if required under regulations of the Federal Aviation Administration. If the marking is required because of the Antenna Facilities it shall be at Customer's expense.

(b) **Governmental and Zoning Approvals and Property Rights**

At its expense, Customer shall (i) obtain and comply with all governmental permits, licenses, and zoning approvals required for use of each Site and of all Antenna Facilities; and (ii) obtain and maintain at all times during the term of this Master Lease all rights to property owned by third parties, if any, necessary for Customer to perform its obligations under this Master Lease or any Facility Lease. Customer shall provide Bonneville with written evidence of such rights within 30 days of executing each Facility Lease.

(c) **No Property Right in Electric Facilities**

Neither the Master Lease nor any Facility Lease shall confer upon Customer any right, title, estate, interest, ownership, or possessory interest in the Electric Facilities.

8. MAINTENANCE AND INSPECTIONS

(a) **Customer's Maintenance Obligation**

At its expense, Customer shall at all times maintain in good working order and in a safe condition, and repair in the event of damage from vandalism or any other cause, all portions of the Antenna Facilities not attached to a BPA tower or other structure. Customer shall keep clean and cleared of brush and debris all areas on which all Antenna Facilities not so attached are placed and all areas within six feet of all such Antenna Facilities. If Customer has enclosed any portion of the Antenna Facilities with a fence or other enclosure, Customer shall keep clean and cleared of brush and debris the area within the fence or other enclosure and all areas within six feet thereof. Customer shall comply with BPA's Transmission System vegetation management program and shall maintain all landscaping and plantings that Customer installs. Customer shall not apply any chemicals to the Site without written approval of BPA.

(b) **BPA's Maintenance Obligation**

If BPA discovers that any portion of the Antenna Facilities that is attached to a BPA transmission tower or other structure is in need of maintenance or repair, or if Customer informs BPA that any such portion of the Antenna Facilities is in need of maintenance or repair, BPA shall maintain or repair such portion. BPA shall have no obligation to inspect the Antenna Facilities to determine whether they are in need of maintenance or repair. In all cases of BPA maintenance or repair, BPA shall bear the cost of labor and Customer shall bear the cost of materials.

- (c) **BPA Inspection**
BPA has the right to inspect the Antenna Facilities at any time.

9. CUSTOMER ACCESS TO SITES

- (a) **Entry onto Site**
Except as provided in section 14(b), Customer has the right to enter a Site to exercise its rights and responsibilities under this Master Lease or any Facility Lease upon giving BPA 24 hours written notice that it intends to enter a Site and specifying the date and time of such entry; except that Bonneville has the right to require that Customer be accompanied, at Customer's expense, by a BPA employee or BPA-certified safety watcher. BPA has the right to deny Customer permission to enter if (i) BPA is unable to arrange for a BPA employee or BPA-certified safety watcher to accompany Customer, or (ii) in BPA's sole determination, entry by Customer at such date and time will interfere with BPA's use of its property or right-of-way for its own communications needs or for the operation or maintenance of the Electric Facilities. In case of emergency, Customer may enter a site on less than 24 hours notice if Customer contacts BPA and BPA authorizes entry.
- (b) **Prohibition on Climbing Transmission Towers**
No employees, contractors, or other agents or representatives of Customer have the right to climb a BPA transmission tower under any circumstances. Customer has the right to climb other BPA structures if Customer has written approval of BPA and if a BPA-certified safety watcher is present.

10. BILLING AND PAYMENT

- (a) **Annual Fees and Decommissioning Fee**
For each Site, Customer shall pay to BPA the annual fees and decommissioning fee specified in the applicable Facility Lease. Customer shall make all payments through electronic transfer to BPA using procedures established by BPA. Customer shall include in the description field for each transfer the BPA contract number for the Facility Lease, the invoice number, and the site number each Party has assigned to the Site for internal tracking purposes.
- (b) **Costs for Design, Construction, Installation, and Upgrades of Antenna Facilities**
Costs and payment schedule for design, construction, installation, and Upgrades of Antenna Facilities shall be provided for in reimbursable agreement(s) between BPA and Customer.

(c) **Late Payments**

In the case of any late payment, a late payment charge, equal to the higher of:

- (1) the Prime Rate (as reported in the Wall Street Journal or successor publication, in the first issue published during the month in which payment was due), plus 4 percent, divided by 365; or
- (2) the Prime Rate times 1.5, divided by 365;

shall be applied each day to any unpaid balance.

(d) **Disputed Bills**

- (1) If Customer disputes any portion of a fee, Customer shall note the amount in dispute on the invoice and return a copy of the invoice to BPA. Customer shall pay the entire fee by the date specified on the invoice. Unpaid amounts (including both disputed and undisputed amounts) are subject to the late payment charge provided above. Notice of a disputed charge on a bill does not constitute BPA's agreement that a valid claim under contract law has been stated.
- (2) If the Parties agree, or if it is determined after dispute resolution, that Customer is entitled to a refund of any portion of the disputed amount, then BPA shall make such refund with simple interest computed from the date of receipt of the disputed payment to the date the refund is made. The daily interest rate shall equal the Prime Rate (as reported in the Wall Street Journal or successor publication in the first issue published during the month in which payment was due) divided by 365.

11. RADIO FREQUENCY SAFETY AND INTERFERENCE

(a) **Power System Operations**

Customer recognizes and acknowledges that one or more Sites may be adjacent to high-voltage Electric Facilities. BPA shall not be liable to Customer for any interference with Customer's use of the Site because of BPA's operation and use of, or access to, the Electric Facilities in the course of providing electric service, including activities related to electric outages and emergencies.

(b) **Worker Exposure to Radio Frequency Fields**

Customer shall immediately cease all transmission from the Antenna Facilities at a Site when requested by BPA for the safety of BPA's employees or contractors, and shall not resume transmission until notified by BPA that it can do so. BPA shall not be liable to Customer for, or in breach of this Wireless Lease or any Facility Lease as a result of, any losses Customer suffers because it has ceased transmission. Except in emergencies, BPA shall

use best efforts to provide Customer 24 hours advance notice of the need to cease transmission.

(c) **Interference with BPA's Use of Site**

Customer shall not engage in any activity on or about a Site or use a Site in any way that materially interferes with access to or use of the Site by BPA or with the Electric Facilities. Customer shall comply with all BPA requirements as they relate to security, safety, and reliability. Upon notification by BPA that Customer's activity on or use of the Site, including transmission from the Antenna Facilities, is interfering with BPA's use of or access to the Site or with the Electric Facilities, Customer shall immediately cease such activity. If BPA determines, in its sole discretion, that the interference cannot be eliminated, the Facility Lease for that Site shall terminate in accordance with section 13.

(d) **Physical or Radio Frequency Interference by BPA and Others**

After the execution date of any Facility Lease, BPA shall not permit a third party to install on BPA property any equipment that causes or will cause material interference with the operation of the Antenna Facilities installed or to be installed under such Facility Lease.

(e) **Radio Frequency Interference after Initial Installation of Customer's Antenna Facilities**

The Parties shall follow the following procedures if, after the Parties have completed construction and installation of the Antenna Facilities, the facilities of one Party cause radio frequency interference with the telecommunications of the other Party:

- (1) The Party whose facilities are causing the interference shall eliminate the interference to the other Party's reasonable satisfaction within 24 hours of receipt of written notice of such interference by the other Party.
- (2) If the first Party fails to eliminate interference with the other Party's telecommunications within 24 hours of receipt of written notice, and the other Party determines, in its sole discretion, that the interference cannot be corrected, the first Party shall cease transmission immediately. The other Party has the right to terminate the Facility Lease for the Site in accordance with section 13.
- (3) These procedures shall also apply if Customer's facilities cause interference with the telecommunications of a third party that has executed a Master Lease and one or more facility leases with BPA.

12. ENVIRONMENTAL COMPLIANCE AND HAZARDOUS SUBSTANCES

(a) **Compliance with Environmental Regulations**

BPA and Customer shall conduct their activities on each Site in compliance with all applicable local, state, and Federal statutes, regulations, and

ordinances pertaining to the environment and to cultural and natural resources. Before the Parties execute a Facility Lease for any Site, Customer shall provide BPA in a timely manner all documents BPA has requested in order for BPA to perform an environmental and cultural review of the Site. If, in order to perform its environmental and cultural review, BPA obtains documents or other information from a source other than Customer, Customer shall pay BPA's costs of obtaining such documents or other information. If BPA determines that environmental mitigation measures are necessary because of Customer's intended use of the Site, BPA shall undertake such measures at Customer's expense.

(b) **Prohibition of Hazardous Substances**

Customer shall not bring, store, or use Hazardous Substances at or on the Sites without prior written approval of BPA. If BPA provides such approval, Customer shall handle, store, use, and dispose of such Hazardous Substances in compliance with applicable laws, regulations, and ordinances. Customer shall notify BPA immediately of any release of Hazardous Substances that is required to be reported to any governmental body under any environmental law or regulation. In the event of any release of Hazardous Substances, Customer shall take immediate action to mitigate contamination caused by such release and to prevent the further release of Hazardous Substances.

(c) **Definition of Hazardous Substances**

Hazardous Substance(s) means all materials that are (1) a hazardous waste as defined by the Resource Conservation and Recovery Act; (2) a hazardous substance as defined in the Comprehensive Environmental Response, Compensation, and Liability Act; (3) a substance regulated by the Toxic Substances Control Act or the Federal Insecticide, Fungicide, and Rodenticide Act; or (4) a hazardous chemical under the Emergency Planning and Community Right-To-Know Act.

(d) **Indemnification for Hazardous Substances**

Customer and BPA shall indemnify and hold the other Party harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses arising from or due to the existence or discovery of any Hazardous Substance at or on a Site if the first Party or its agent, contractor, employees, or invitees brought the Hazardous Substance to the Site. This indemnity shall include, without limitation, any and all costs due to Hazardous Substances that, because of Customer's or BPA's activity, flow, diffuse, migrate, or percolate into, onto, or under the Site, or from the Site to neighboring property or groundwater, and costs incurred in connection with any investigation of Site conditions or any cleanup, remediation, removal, or restoration work required by any governmental authority.

(e) **Expiration of Lease**

The provisions of this section shall survive the expiration or termination of this Master Lease and any Facility Lease.

13. TERMINATION

(a) **Termination of Facility Lease**

A Facility Lease may be terminated only as follows:

- (1) by BPA under section 11(c) or 19(c); or
- (2) by either Party under section 11(e).

(b) **Refund of Charges**

In the event of termination of a Facility Lease under this section, other than a termination because of a breach by Customer, BPA shall refund to Customer any prepaid charges, prorated as of the termination date.

14. DECOMMISSIONING

(a) **Removal of Antenna Facilities and Restoration of Site**

Within 60 days after termination of a Facility Lease or expiration of such lease without further renewal, Customer shall remove from the Site all portions of the Antenna Facilities that are not attached to a BPA tower or other structure (except as directed by BPA to leave any portion of the Antenna Facilities because, in BPA's sole judgment, removal would damage the Site) and shall restore the Site to the condition it was in before execution of the Facility Lease. Customer shall be considered to have fulfilled its responsibility to restore the Site only after BPA certifies in writing that the Site has been restored to its prior condition. If BPA reasonably determines that the Site has not been fully restored, BPA shall notify Customer of the work that must be done to fully restore the Site and Customer shall perform such work within 30 days of such notice.

(b) **Customer's Entry onto Site for Decommissioning**

Customer shall provide BPA seven days' written notice stating the date and time it intends to enter the Site for removal of Antenna Facilities or restoration of the Site. If BPA is unable to have a BPA employee or BPA-certified safety watcher present at the Site at such date and time, BPA has the right to require Customer to remove the Antenna Facilities or perform restoration of the Site at another date and time at which BPA can have a BPA employee or BPA-certified safety watcher present.

(c) **Removal of Facilities Attached to BPA Structures**

At any time of its choosing after termination of a Facility Lease or expiration without further renewal, BPA may remove and dispose of all portions of the Antenna Facilities attached to a tower or other BPA structure at customer expense.

(d) **Removal of Antenna Facilities if Customer Fails To Do So**

If, within 60 days after the termination of a Facility Lease or expiration without further renewal, Customer fails to remove any portion of the Antenna Facilities not attached to a BPA tower or other structure, BPA has

the right to remove and dispose of all such Antenna Facilities at Customer's expense, and will have no liability to Customer for such removal.

15. TAXES AND FEES

(a) **Customer Taxes**

Customer shall pay all fees, licenses, and taxes, including but not limited to all personal property taxes assessed on, or any portion thereof attributable to, the Antenna Facilities and Customer's construction, operation, and maintenance thereof.

(b) **Liens and Encumbrances**

Customer shall keep all Antenna Facilities free from any liens and encumbrances arising from its performance of this Master Lease or any Facility Lease. BPA shall have the right, but not the obligation, to pay all amounts due and discharge any such lien or encumbrance upon 30 days' written notice to Customer. If BPA causes such liens or encumbrances to be discharged, upon demand Customer shall reimburse BPA for all amounts paid together with interest at the rate stated in section 10(c) for interest on late payments, accruing from the date that BPA makes payment discharging such liens or encumbrances until the date BPA receives reimbursement from Customer.

16. INSURANCE

(a) **General**

At all times during the term of this Master Lease, Customer, at its expense, shall provide and maintain the insurance specified by this section. Unless Customer elects to self-insure, it shall obtain all insurance policies from companies that hold a current policyholders' alphabetic and financial size category rating of not less than A:X according to *Best's Insurance Reports*.

(b) **Evidence Required**

On the effective date of this Master Lease, unless Customer elects to self-insure Customer shall provide BPA with a certificate of insurance, including copies of all required endorsements, executed by an authorized representative of the insurer(s) evidencing that Customer's insurance complies with this section. If Customer is self-insured, Customer shall provide documentation to BPA describing the coverage and the limits included in the self-insurance program and a statement that Customer's self-insurance program complies with this section.

(c) **Notice of Cancellation, Reduction, or Material Change in Coverage**

Customer shall ensure that all insurance policies are endorsed to provide BPA with 30 days' written notice of any cancellation, reduction, or material change in coverage. If insurance coverage is due to be canceled, reduced, or materially changed, no later than 30 days before the effective date of such cancellation, reduction, or material change Customer shall obtain from another company that satisfies the requirements of section 16(a) the coverage required under

this section and shall provide to BPA documentation evidencing such coverage. To the extent not caused by BPA's negligence or willful misconduct, Customer shall be responsible for the costs of any damage, liability, or injury occurring during such cancellation, reduction, or material change in insurance coverage which is not otherwise covered by insurance.

(d) **Insurance Required**

(1) **Liability**

Commercial general liability insurance for bodily injury (including death) and property damage with limits of not less than \$5 million per occurrence and in the aggregate.

(A) **Coverage included shall be:**

- (i) Sites and operations;
- (ii) broad form property damage;
- (iii) products and completed operations;
- (iv) blanket contractual liability;
- (v) personal injury liability;
- (vi) cross-liability and severability of interests; and
- (vii) independent contractors liability.

(B) **Coverage shall be endorsed to include the following:**

- (i) inclusion of Customer, its officers, representatives, agents, and employees as additional insureds as respects services or operations in connection with this Master Lease; and
- (ii) stipulation that the insurance is primary insurance with respect to Customer's sole negligence only and that no insurance or self-insurance of BPA will be called upon to contribute to a loss.

(2) **Business Automobile Liability Insurance**

Business Automobile Liability Insurance for bodily injury (including death) and property damage with limits of not less than \$2 million combined single limit per occurrence to all owned, non-owned, and hired vehicles.

(3) **Workers' Compensation/Employer's Liability Insurance**

Statutory Workers' Compensation and Employer's Liability Insurance of not less than \$1 million per occurrence for all employees engaged in services or operations under this Master Lease. The policy shall include broad form all-States/other States coverage.

(e) **No Limitation of Liability**

The foregoing insurance requirements are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by

Customer pursuant to this Master Lease, including, but not limited to, the provisions concerning indemnification.

17. QUIET ENJOYMENT, TITLE, AND AUTHORITY

(a) **BPA Covenants and Warranties**

BPA covenants and warrants that: (1) it has full right, power, and authority to execute this Master Lease and each Facility Lease and has the power to grant all rights hereunder and thereunder; (2) it has either a fee, easement, or leasehold interest in the Site, and (3) its execution and performance of this Master Lease and each Facility Lease will not violate any laws, ordinances or covenants, or the provisions of any easement, mortgage, lease, or other agreement or interest binding on BPA.

(b) **Customer Covenants and Warranties**

Customer covenants and warrants that it has full right, power, and authority to execute this Master Lease and each Facility Lease and that the execution and performance thereof will not violate any laws, ordinances, or covenants, or the provisions of any agreement binding on Customer.

18. ASSIGNMENT AND SUBLEASING

(a) **Prohibition of Certain Assignments by Customer**

Customer has the right to assign this Masters Lease or any Facility Lease, or any of its rights with respect thereto, only upon written consent of BPA, which shall not be unreasonably withheld, except that Customer may assign this Master Lease and any Facility Lease without consent of BPA to any parent, subsidiary, or affiliate of Customer or to any entity that is merged or consolidated with Customer or that purchases a majority or controlling interest in the ownership or assets of Customer, or controls, is controlled by or is under common control with Customer, provided that such entity assumes in writing without limitation this Master Lease and each applicable Facility Lease and provides evidence of such assumption in writing to BPA.

(b) **Assignment for Purposes of Security Interest**

Notwithstanding paragraph (a) of this section, Customer may, upon written notice to BPA, mortgage or grant a security interest in this Master Lease or any Facility Lease or any Antenna Facilities and may collaterally assign this Master Lease or any Facility Lease to any mortgagees or holders of security interests, including their successors or assigns (hereinafter collectively referred to as "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Master Lease. BPA agrees to notify Mortgagees of any breach by Customer and to give Mortgagees the same right to cure any breach as Customer. The cure period for any Mortgagee shall not be less than 30 days after receipt of the notice provided under section 19(b) of this Master Lease.

- (c) **Assignment by BPA**
BPA may assign this Master Lease, any Facility Lease, or its rights to any Site without the consent of Customer.

19. **BANKRUPTCY, RIGHT TO CURE, AND NONPAYMENT**

- (a) **Customer's Bankruptcy**
Customer shall be in breach of the Master Lease if Customer files a petition for bankruptcy under United States Bankruptcy Code. In such event Customer shall notify BPA under Bankruptcy Code 11 USCS §§ 102(1), 363(b), and 1109(b).
- (b) **Right to Cure**
A breaching Party shall have the right to cure any breach under this Master Lease other than non-payment within 30 days after the receipt by the non-breaching Party of written notice of such breach.
- (c) **BPA Remedy for Non-Payment**
BPA may terminate a Facility Lease if Customer has not paid any fee in full within 30 days after it is due.

20. **MISCELLANEOUS**

- (a) **Entire Agreement**
This Master Lease, along with all Facility Leases, constitutes the entire agreement between the Parties. It supersedes all previous communications, representations, or contracts, either written or oral, which purport to describe or embody the subject matter of this Master Lease.
- (b) **Confidentiality**
If any information or documents furnished by one Party to the other Party are confidential or proprietary and are conspicuously marked as such, the receiving Party shall take reasonable steps to protect against the unauthorized use or disclosure of such information or documents; **provided** that this section shall not apply to information or documents in the public domain and provided further that BPA may release any such information to comply with Federal law, including the Freedom of Information Act, 5 U.S.C. § 552.
- (c) **No Third Party Beneficiaries**
This Master Lease and all Facility Leases are made and entered into for the sole benefit of the Parties, and the Parties intend that no other person or entity shall be a direct or indirect beneficiary of this Master Lease or any Facility Lease.
- (d) **Signatures**
The signatories represent that they are authorized to enter into this Master Lease and all Facility Leases on behalf of the Party for which they sign.

(e) **Waivers**

No waiver of any provision or breach of this Master Lease or any Facility Lease shall be effective unless such waiver is in writing and signed by the waiving Party, and any such waiver shall not be deemed a waiver of any other provision of this Master Lease or any Facility Lease or any other breach of this Master Lease or any Facility Lease.

(f) **Construction in Accord with Federal Law**

This Master Lease and all Facility Leases shall be construed in accordance with Federal law.

21. UNCONTROLLABLE FORCES

(a) **Prevention of Performance by Uncontrollable Forces**

As used in this Master Lease, the term “Uncontrollable Forces” means acts of God including but not limited to earthquakes, fires, floods, windstorms, landslides, and ice storms; strikes, lockouts, labor troubles, and acts of the public enemy; acts of vandalism, failure of power, riots, insurrection, war, epidemics, and civil disturbances; explosions; train derailments; breakdown or failure of machinery or facilities, and accidents to machinery or equipment. If a Party is delayed in or prevented from the performance required under this Master Lease or any Facility Lease by reason of Uncontrollable Forces, such Party shall give notice and full particulars of such Uncontrollable Forces in writing to the other Party within five days after the occurrence of the Uncontrollable Forces event, cause, or condition. The Party claiming Uncontrollable Forces shall use reasonable efforts to remedy the effects of such Uncontrollable Forces within 90 days from the date of notice of such Uncontrollable Forces. The period for the performance of any obligation under this Master Lease or any Facility lease shall be extended for the period of such delay. Neither Party shall be liable under this Master Lease or any Facility Lease for, or be considered to be in breach of, this Master Lease or any Facility Lease on account of any delay in or failure of performance due to Uncontrollable Forces.

(b) **Charges During Uncontrollable Forces Event**

All charges shall continue to accrue during periods of Uncontrollable Forces, except that if BPA is unable to perform due to an event of Uncontrollable Forces and is unable to remedy the effects of such Uncontrollable Forces within 30 days of such Uncontrollable Forces event, accrual of all charges and Customer’s obligation to pay accrued charges shall be suspended until BPA remedies such effects.

22. DISPUTE RESOLUTION

Pending resolution of a disputed matter, the Parties shall continue performance of their respective obligations hereunder, provided that neither Party shall be required to take any action pending such resolution which it has been advised by counsel, or which it reasonably believes, is unlawful or in violation of any permit or license. The Parties shall attempt in good faith to resolve any dispute by agreement. If the

Parties are unable to resolve a dispute, either Party may pursue any remedies available to it by law.

23. SIGNATURES

The Parties have caused this Agreement to be executed as of the date both Parties have signed this Agreement.

NEW CINGULAR WIRELESS PCS, LLC

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By: /S/ DANIEL MIKULAK III

By: Kenneth H. Johnston

Name: Daniel Mikulak III

Name: /S/ KENNETH H JOHNSTON

Print/Type

Print/Type

Title: Director Real Estate & Const

Title: Wireless Program Manager

Date: 26 Feb 2010

Date: 3/1/2010

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EXHIBIT A

NOTICES

1. Notices

All notices under this Agreement shall be properly given only if made in writing on letterhead and personally delivered; mailed by overnight delivery service; or mailed by certified mail, return receipt requested, postage prepaid.

Such notices shall be effective on the date of receipt. If any such notice is not received or cannot be delivered due to a change in the address of the receiving Party of which notice was not previously given to the sending Party or due to a refusal to accept by the receiving Party, such notice shall be effective on the date delivery is attempted.

If to the Customer:

New Cingular Wireless PCS, LLC
12555 Cingular Way, Suite 130
Alpharetta, GA 30004
Attention: Network Real Estate
Administration
Phone: (877) 231-5447
Fax: (866) 597-4994

cc:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
PO Box 97061
Redmond, WA 98073-9761
Phone: (425) 580-7009
Fax: (425) 580-9832

If by Overnight Delivery Service:
New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
16331 NE 72nd Way
Redmond, WA 98052-7827
Phone: (425) 580-7009
Fax: (425) 580-9832

If to Bonneville:

Attention: Transmission Account
Executive for New Cingular Wireless
PCS, LLC – TSE/TPP-2
Phone: (360) 619-6009
Fax: (360) 619-6940

If by First Class Mail:

Bonneville Power Administration
P.O. Box 61409
Vancouver, WA 98666-1409

If by Overnight Delivery Service:

Bonneville Power Administration –
TSE/TPP-2
7500 NE 41st Street, Suite 130
Vancouver, WA 98662-7905

2. Either Party may change its address for notice by giving the other Party written notice of such change in accordance with this exhibit.

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old MAR 01 2010 09:17am via Fed Ex ms

Contracts No. 97TX-30017, 96MS-95361,
00TX-10369 and 10TX-14723

MEMORANDUM OF AGREEMENT

**executed by the
BONNEVILLE POWER ADMINISTRATION
and
NEW CINGULAR WIRELESS PCS, LLC**

This Memorandum of Agreement (Agreement) is executed by the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (BPA) and New Cingular Wireless PCS, LLC (AT&T). AT&T and BPA are sometimes referred to individually as "Party," and collectively as "Parties" as the context suggests below.

This Agreement memorializes the termination by the Parties of Master Lease Agreements numbered 97TX-30017, 96MS-95361 and 00TX-10369 and the transfer of all 42 Facility Lease Agreements (FLAs) held under these agreements to the new Master Lease Agreement number 10TX-14723.

1. ANNUAL LEASE PERIOD

The Parties agree that the annual lease period for all FLAs under Master Lease Agreement number 10TX-14723 is hereby amended to be April 1- March 31, and that all new FLAs will also have annual lease periods of April 1 - March 31.

2. EXHIBITS

- a) Lease Payment Due April 1, 2010
- b) Future Lease Payments Due for All Current Sites

3. EFFECTIVE DATE

This Agreement shall take effect on the date executed by the Parties.

4. SIGNATURES

The Parties have caused this Agreement to be executed as of the date both Parties have signed this Agreement.

NEW CINGULAR WIRELESS PCS, LLC

**UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration**

By: _____



Name: _____

Daniel Mikulak III
Director, Real Estate & Const

(Print / Type)

Title: _____

Date: _____

26 FEB 2010

By: _____



Name: _____

Kenneth H. Johnston

(Print / Type)

Title: _____

Wireless Program Manager

Date: _____

3/1/2010

MAR 03 2010

MASTER LEASE AGREEMENT
(Multiple Sites)
executed by the
UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
acting by and through the
BONNEVILLE POWER ADMINISTRATION
and
GTE WIRELESS OF THE PACIFIC INCORPORATED

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THIS AMENDATORY AGREEMENT NO. 1 EXECUTED April 20, 1998, OF THE MASTER LEASE AGREEMENT ("Master Lease"), executed August 21, 1996, by the UNITED STATES OF AMERICA (Government), Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION ("BPA"), and GTE Wireless of the Pacific Incorporated ("GTE"), a Delaware corporation, each of which may be referred to herein individually as a "Party" and collectively as the "Parties."

W I T N E S S E T H :

In consideration of the mutual covenants contained in this Lease and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, BPA and GTE hereby agree as follows:

1. DEFINITIONS

The terms below are defined as used in, and for the purposes of, this Agreement.

- (a) "Access" shall mean GTE's ability to reach its facilities to, from, across, and over BPA's Site, as described in section 5.
- (b) "Activation Date" shall mean the date on which GTE has completed the construction of the installation and Antenna Facilities, and on which the Annual Charge shall commence as described in section 7.
- (c) "Annual Charge" shall mean the total charge due each year for the Site described in a single Facilities Lease.

- (d) "Antenna Facilities" shall mean the unmanned wireless communications system which may consist of antennas, cables, equipment cabinets, and related equipment and facilities, and such additional equipment or Improvements necessary for transmission and reception of unmanned wireless communications on the Sites. This may, but not necessarily, include utility lines, telephone lines, and emergency backup generators, to be determined in the Facilities Lease agreement.
- (e) "Commencement Date" shall mean the date GTE initiates installation of equipment and Improvements necessary for transmission and reception of unmanned wireless communications on the Site.
- (f) "Commercial Account Plan" shall mean a plan that aggregates air-time minutes across phones by account as described in section 8.
- (g) "Commitment Fee" shall mean a one-time, up front fee as described in section 7.
- (h) "Electric Facilities" shall mean the Site and any equipment at a Site enabling BPA to fulfill its commitment to provide electric service to its customers.
- (i) "Facilities Lease" shall mean a separate document under this Master Lease representing the agreement of the Parties at each Site for the lease of such Site as described in section 2.
- (j) "Fee-Owned Site" shall mean a Site which BPA owns absolute and without limitation including all rights of possession, control, use, and disposition.
- (k) "Governmental and Zoning Approvals" shall mean all necessary local, county, State, or Federal licenses, permits, or other approvals required for GTE's installation, operation, and maintenance of the Antenna Facilities.

- (l) "Improvements" shall mean upgrade or change to existing equipment or new construction or installation of equipment by BPA, when requested by GTE, at certain locations described in each Facilities Lease.
- (m) "Interest Rate" shall mean an interest charge of one twentieth percent (0.05 percent) applied daily to the unpaid balance until such time as the unpaid amount is paid in full.
- (n) "Master Lease" shall mean this Master Agreement containing general terms and conditions.
- (o) "Non-Fee-Owned Site" shall mean a Site in which BPA has a nonpossessory right or privilege to use the land of another for a certain purpose through a permit, lease, easement, or Memorandum of Understanding.
- (p) "Permitted Use" shall mean the specific use granted by BPA to GTE as described in section 5(a).
- (q) "Process Fee" shall mean a one-time, upfront fee as described in section 7.
- (r) "Site" shall mean the location of Antenna Facilities and/or Improvements that exist or are to be constructed for use by GTE, including, but not limited to transmission line towers, communication tower sites, substation sites, and raw land.
- (s) "Site Escort Service Fee" shall mean the fee charged by BPA to accompany GTE, when necessary, to any substation or communication tower facilities as described in Exhibit B.
- (t) "Target Date" shall mean the date stated in the Facilities Lease for completion of construction which was not completed at the time of execution of the Facilities Lease.

2. LEASE DESCRIPTION

(a) Master Lease

This Master Lease grants permission for the lease of space at certain BPA locations described in each Facilities Lease to be leased to GTE for the installation, operation, and maintenance of GTE's wireless communications equipment. This Master Lease contains the basic terms and conditions upon which all or portions of certain Improvements constructed, or to be constructed by BPA at GTE's request, will be leased by BPA to GTE in accordance with each Facilities Lease.

(b) Facilities Lease

The Facilities Lease shall describe the Site, its location, Improvements, GTE's Antenna Facilities, GTE's and BPA roles and responsibilities for payment of charges, and other applicable specific terms and conditions. The Facilities Lease shall be substantially in the form of Exhibit A, incorporate all terms and conditions of this Master Lease by reference, and shall govern in case of a conflict between the Facilities Lease and the Master Lease.

3. TERM

(a) Master Lease

- (1) This Master Lease shall commence upon execution by the Parties and shall expire at midnight on the day after the latest expiration date to occur under any Facilities Lease. Unless terminated pursuant to section 12 of this Agreement, in no event shall this Master Lease terminate so long as any Facilities Lease remains in full force and effect.
- (2) At the expiration of the Agreement, any obligations incurred hereunder shall remain in effect until satisfied.

(b) **Facilities Lease**

- (1) Upon agreement of the Parties as to each Site for the lease of Antenna Facilities, the Parties shall execute a Facilities Lease. Each Facilities Lease shall commence upon the earlier of either: (A) 30 calendar days after delivery of the Antenna Facilities to GTE by BPA; or (B) the Commencement Date as defined in section 1(e).
- (2) The initial term of each Facilities Lease shall be 5 years in length with an option to renew, as further defined in section 3(c).

(c) **Renewal Term**

- (1) The Renewal Term shall be each of four additional 5-year terms which, upon agreement of the Parties, may be used to extend each Facilities Lease.
- (2) GTE shall notify BPA in writing of GTE's intention to renew a Facilities Lease at least 60 calendar days prior to the expiration of the initial term or any Renewal Term; **provided, however**, that GTE's failure to so notify BPA shall be deemed an exercise of its renewal right for the next term.
- (3) The terms and conditions of the Facilities Lease and the Master Lease applicable to the initial term, including the Annual Charge, may only be modified or renegotiated at the time of extension upon agreement by the Parties.
- (4) If GTE remains at the Site upon expiration of the initial term or any Renewal Term of a Facilities Lease, after GTE has notified BPA of its intent not to renew any Renewal Term, BPA shall either: (A) deem

such possession a year-to-year tenancy under the terms and conditions of this Master Lease and the Facilities Lease pertaining to such Site; or (B) require GTE to vacate the Site within 30 days. In the event that BPA allows a year-to-year tenancy, the Annual Charges may be adjusted upward in accordance with section 7(e).

- (5) Before terminating a year-to-year tenancy as described in section 4 above, BPA shall give GTE at least 90 calendar days notice of such termination prior to the start of the year of termination.

4. **EXHIBITS**

Exhibits A through D are hereby incorporated and made a part of this Agreement.

Amendments to this Master Lease, any Facilities Lease or Exhibits thereto shall be made by mutual agreement of the Parties in writing.

5. **USE, ZONING, AND ACCESS**

(a) **Permitted Use**

GTE's use of any leased Site shall be specifically restricted to the installation, operation, replacement, and maintenance of the Antenna Facilities. All activities and operations undertaken by GTE in, on, and about the Site shall be lawful and in compliance with all Federal Communications Commission (FCC) requirements. When necessary, BPA agrees to cooperate with GTE in obtaining any required Governmental and Zoning Approvals.

(b) **Zoning**

For any Fee-Owned Site, BPA shall obtain all required zoning approvals for the construction of the Improvements and the operation of the Antenna Facilities.

(c) **Access**

- (1) GTE, its agents, and other representatives shall have the right to enter upon the subject Site to inspect, examine, sample, and conduct all engineering tests or studies of the Site and Improvements, necessary to apply for and obtain all governmental and zoning approvals and to determine the feasibility and suitability of the Site for GTE's use, all at GTE's expense. GTE's Access to any Site will be specifically described in each Facilities Lease.
- (2) For the term of any Facilities Lease on a Fee-Owned Site, BPA shall grant to GTE, Access to the Site. If on a Non-Fee-Owned Site, GTE may be responsible for acquiring from the property owner any additional easement rights which may be necessary to allow GTE to utilize the Site for any Antenna Facilities. BPA will provide GTE with a copy of BPA's easement for any Site to enable GTE to determine the need for an additional easement, and will provide reasonable assistance to GTE in obtaining such an easement. To the extent BPA has knowledge of any limitation or planned limitation on Access to the Site, BPA agrees to provide GTE with written notice (in advance of such limitation to the extent possible) of any limitation on Access, provided that in an emergency BPA shall not be obligated to provide such notice. BPA and GTE agree to reasonably cooperate with one another and with the electrical and/or telephone company to minimize any restricted Access to any Site.
- (3) The following provisions shall govern Access to the Site by GTE unless otherwise modified in the applicable Facilities Lease:
 - (A) Access for construction, routine maintenance, repair, and other non-emergency visits to any substation or communications tower facility or transmission structure shall be during normal business hours (Monday through Saturday, 7 a.m. to 7 p.m.),

upon 24 hours advance notice to BPA to enable GTE to arrange for an escort to the Site. The requirement for escort service shall be determined in each Facilities Lease. Notwithstanding, should GTE secure any outside access and/or utility easements to any substation, communications tower, or transmission tower, then GTE shall have free and unrestricted access to its BTS cabinets for routine maintenance, repair and/or removal.

- (B) In the event of an emergency, GTE may Access the Site 24 hours per day, 7 days per week, escorted by BPA as arranged using an emergency number, and thereafter pursuant to the Escort Schedule associated with any substation or communications tower facility or transmission structure set out in the Facilities Lease. Notwithstanding, should GTE secure any outside access and/or utility easements to any substation, communications tower, or transmission tower, then GTE shall have free and unrestricted access to its BTS cabinets for routine maintenance, repair and/or removal.
 - (C) Access to the Site may be by foot or motor vehicle, including trucks.
 - (D) Access to the Site shall be subject to such reasonable conditions as may be imposed by BPA from time to time with 10 business days notice to GTE.
 - (E) Access by GTE to the Site is secondary to BPA's emergency power system operations and maintenance at the Site.
- (4) GTE acknowledges that the foregoing Access rights are subject to any limitations or restrictions on Access imposed upon BPA (and therefore upon GTE) by the landlord under any underlying easement relating to

a particular Site. GTE agrees to abide by such limitations or restrictions provided that GTE has been given a copy of the underlying easement or has been notified by BPA of such limitations and restrictions.

- (5) BPA may escort GTE to the Site for investigation, construction, and routine maintenance and repair, pursuant to the Escort Schedule, and for a Site Escort Service Fee as defined in Exhibit B of this Master Lease. Notwithstanding, should GTE secure any outside access and/or utility easements to any substation, communications tower, or transmission tower, then GTE shall have free and unrestricted access to its BTS cabinets for routine maintenance, repair and/or removal.
- (6) Neither the Master Agreement nor the Facilities Leases shall confer upon GTE any right, title, estate, interest, ownership, or possessory interest in the Site, or other Improvements owned by BPA except as provided herein or in the Facilities Lease(s).

6. INTERFERENCE

GTE recognizes and acknowledges that the Sites and Improvements may be adjacent to Electric Facilities. GTE hereby agrees and acknowledges that BPA's Access to and use of the Electric Facilities in the normal course of providing electric service, including activities related to electric outages and emergencies of whatever type and however caused, shall not constitute an impermissible interference with GTE's use of the Site and that BPA shall not be liable to GTE as a result of any interference in any way arising from such use.

(a) Interference By GTE

- (1) GTE, its licensees, employees, invitees, contractors, or agents shall not engage in any activity on or about a Site, or the Improvements thereon, in any way that interferes with Access to and use of the

Electric Facilities by: (A) BPA; or (B) other lessees, existing or future, in the normal course of providing electric service, or which compromises the security and integrity of the Electric Facilities.

- (2) GTE shall be required to meet all reasonable requirements related to security, quality, installations, interference, site appearance, and any other safety and reliability requirements identified by BPA in the Facilities Lease or any subsequent safety standards established by BPA and provided in writing to GTE.

(b) **Interference By BPA**

- (1) BPA, its other tenants, licensees, employees, invitees, contractors, or agents shall not engage in any activity on or about a Site or use the Site or Improvements thereon, in any way which interferes with GTE's Permitted Use and Access to the Site.
- (2) BPA shall not permit the installation of any future equipment which results in technical interference problems with GTE's then existing equipment.

(c) **Remedies Due to Interference**

- (1) GTE shall resolve technical interference problems to BPA's reasonable satisfaction with any equipment located at the Site on the Commencement Date of any Facilities Lease or any equipment that becomes attached to the Site at any future date when GTE adds additional equipment to the Site.
- (2) Elimination of interference shall be accomplished first by modification of GTE's equipment and then, if not corrected, by modification of BPA's equipment at the expense of GTE.

- (3) If radio frequency interference results from GTE's operations on a Site, BPA may order corrective measures to be taken immediately and interference eliminated within 5 business days from receipt of notice. In the event that radio frequency interference should result from GTE's installation or operation of the Antenna Facility, or other actions by GTE render BPA's equipment unusable for the operations, control, and protection of the power system, GTE shall be responsible for immediately ceasing such operations or actions, and eliminating the interference to the satisfaction of BPA before resuming operation. GTE will assume all costs of the corrective measures needed to eliminate any radio frequency interference to BPA's operations arising from GTE's operations or modify it to the satisfaction of BPA.
- (4) In the event that BPA determines that an existing incompatibility between BPA's and GTE's radio systems cannot be corrected, GTE shall cease transmitting operations immediately. The Facilities Lease shall cease and terminate in 30 days. Notwithstanding anything to the contrary contained within this Master Lease, GTE shall not be responsible for remedying any radio frequency interference arising from BPA's failure to operate its equipment per the manufacturer's instructions, or in the radio frequency band licensed to BPA by the National Telecommunication and Information Administration (NTIA). BPA shall be responsible for resolving such interference problems to be in compliance with allowable NTIA radio frequency bands.

7. **FEES AND CHARGES**

(a) **Process Fee**

GTE shall submit a Process Fee of \$400 per Site to begin the initial investigation as to the availability of the Site, and to put a placeholder on the specific Site identified. This fee is not refundable.

(b) **Commitment Fee**

Within 30 calendar days after the execution of each Facilities Lease, GTE shall pay to BPA the appropriate Commitment Fee as specified in Exhibit B. Except as specifically provided in section 12, the Commitment Fee shall be nonrefundable and shall not be applied as an offset to Annual Charges or any other payment due hereunder.

(c) **Annual Charge**

The Annual Charge for each Site shall be paid to BPA in accordance with the schedule set forth in the attached Exhibit A, and based on the sum of the established fees in Exhibit B for each Facilities Lease. The Annual Charge shall commence on the Activation Date, which will be the earlier of:

(1) 30 calendar days after the issuance of permission to install GTE's equipment; or (2) the first day of the month following the Commencement Date. Except as provided in section D below, the Annual Charge shall be payable 30 calendar days after receipt of a written invoice (Payment Date) to BPA at BPA's address in section 17 hereof. Payments not received by BPA when due shall bear an interest at the Interest Rate. Late payments shall be collected pursuant to the Debt Collection Act of 1982, Pub. L. No. 97-365.

(d) **Escalation of Annual Charge**

Upon the commencement of any Renewal Term, and throughout its entirety, the annual Rent for each Renewal Term shall increase by twenty percent (20%) over the annual rent paid for the immediately preceding Term.

8. **OTHER CONSIDERATION**

In addition to the Annual Charge for each Facilities Lease, GTE shall provide wireless services to BPA under the terms of GTE's customary usage agreement; GTE will provide an annual fee of \$2,340 per site for credit for services provided associated three standard handsets with \$65 of airtime credit per month per site.

9. **IMPROVEMENTS**

- (a) In the event that construction of Improvements related to a Facilities Lease is not completed at the time of execution of the Facilities Lease, a Target Date for completion shall be set out in the Facilities Lease. As soon as practicable, GTE shall provide to BPA a copy of its plans for construction of the Improvements, and a schedule for completion of construction by the Target Date for BPA's review and approval, which approval shall not be unreasonably withheld or delayed. After approval by BPA, GTE may not make material changes to such plans or schedule without the approval of BPA, which approval shall not be unreasonably withheld or delayed.

Construction or modification of BPA's existing transmission or microwave structures will be at BPA's expense, in a good and workmanlike manner, and in accordance with applicable construction codes. Except for BPA's gross negligence or willful act, failure of BPA to meet the construction schedule shall not be considered a default under this Master Lease or any Facilities Lease. In addition, the Master Lease or any Facilities Lease shall not be void or voidable nor shall BPA be liable to GTE for any loss or damage of any type or kind resulting from a failure to meet the construction schedule; **provided, however,** that if GTE is unable to complete the construction of the Improvements within 30 calendar days after the Target Date, GTE shall be refunded its Commitment Fee for that site; provided that such delay is not the result of items covered under Paragraph 25, unforeseen emergencies or other power outages which are not the result of BPA's negligence or willful misconduct.

- (b) BPA shall, at BPA's expense, keep and maintain the Improvements in commercially reasonable condition and repair during the term of any Facilities Lease.
- (c) GTE shall be responsible for arranging for the installation of electric and telephone service to the Site suitable for GTE's use, and shall be responsible for payment of such utility services unless otherwise specified in the Facilities Lease.
- (d) BPA is entitled at any time and without notice to GTE to inspect the Site or the Improvements, excluding the Antenna Facilities.

10. ANTENNA FACILITIES

- (a) BPA may inspect the Antenna Facilities upon 24-hour prior notice to GTE. GTE may have a representative present at any inspection of the Antenna Facilities.
- (b) GTE shall own the Antenna Facilities at all Sites. GTE shall have the right, at its expense, to install, construct, and maintain the Antenna Facilities on Sites excluding transmission structures. BPA shall perform installation, maintenance, and repairs of GTE's Antenna Facilities at BPA's transmission tower Sites in coordination with GTE and at GTE's expense. BPA shall respond to GTE's request to coordinate installation of the Antenna Facilities within 10 business days after receiving GTE's request.
- (c) Roles and responsibilities of each Party for communication tower sites, raw land, and substation sites shall be negotiated by BPA and GTE within each Facilities Lease. Prior to commencing any installation or material alteration of the Antenna Facilities, GTE shall provide to BPA GTE's plans for installation or alteration work for approval, which approval shall not be unreasonably withheld, conditioned, or delayed. If BPA fails to notify GTE of

BPA's approval or disapproval of any plans within 15 calendar days after GTE submitted plans, BPA will be deemed to have approved the plans; **provided, however**, BPA may extend the response period up to 30 calendar days by notifying GTE of such extension within 5 business days after GTE's submittal of the plans.

- (d) GTE's replacement of substantially the same equipment in the course of repairs or upgrading the Antenna Facilities shall not be a material alteration. Any structural work or material alteration specifically related to Antenna Facilities on the Site must be approved by a licensed structural engineer at GTE's sole cost and expense and approved by BPA. Any BPA approvals, hereunder, shall not be unreasonably withheld.

All of GTE's work shall be performed at GTE's expense, in a good and workmanlike manner, and in accordance with applicable laws, ordinances, and BPA's safety regulations and policies. Such work shall not adversely affect the structural integrity, maintenance, operations, or use of the Site or the Improvements, and shall not interfere with or adversely affect any Electric Facilities or Access thereto. GTE shall have the right to modify, supplement, replace, or upgrade the Antenna Facilities as necessary, except transmission towers, at any time during the term of the Facilities Lease relating thereto as it may be extended; **provided, however**, that GTE shall not relocate the Antenna Facilities or any portion thereof anywhere on the Site or Improvements. Upon request by GTE, BPA shall modify, supplement, replace, or upgrade the Antenna Facilities and other Improvements on transmission towers, in coordination with GTE at GTE's expense.

- (e) The Antenna Facilities shall remain the exclusive property of GTE, and GTE shall have the right to remove all or any portion of the Antenna Facilities at any time during the term of this Master Lease or the term of the relevant Facilities Lease.

- (f) Upon expiration or termination of any Facilities Lease, BPA and GTE shall coordinate for the removal of the Antenna Facilities, at GTE's expense, from any Site, and any other property which it brought to, installed on, or deposited at the Site or Improvements, and shall return the subject Site in good condition, normal wear and tear, casualty, and condemnation loss excepted. Failure to remove any property within 30 calendar days after the expiration or earlier termination of the Facilities Lease pertaining to such property shall be an abandonment and BPA may remove or dispose of any such property at GTE's cost and expense in any manner without liability.

11. ACCEPTANCE OF SITES

GTE is deemed to take possession of the Site on the date that GTE begins installation of Antenna Facilities on the Site. Taking possession of the Site by GTE is conclusive evidence that GTE:

- (a) accepts the Site as suitable for the purposes for which it is leased;
- (b) accepts each Site and Improvements and every part thereof AS IS, with all faults, except for latent defects;
- (c) waives any claims against BPA arising from defects not known to BPA or defects otherwise disclosed to GTE in the Site or Improvements, or their suitability for any particular purposes except as such defects or unsuitability of the Site or Improvements are caused by the negligence or willful act or omission of BPA or BPA's employees, agents, or contractors; and
- (d) if, in the sole and absolute opinion of GTE, the Site or Improvements are not suitable for GTE's intended use, GTE may terminate the Facilities Lease as provided in section 12.

12. TERMINATION

- (a) Except as provided in section 11 and section 23, a Facilities Lease may be terminated only as follows.
- (1) By BPA upon 90 calendar days written notice to GTE if: (A) any equipment placed on the Site or Improvements by GTE unreasonably interferes with BPA's or any other Telecommunication Provider's use of their respective Facilities; or (B) any equipment placed on the Site or Improvements by GTE unreasonably interferes with BPA's Access to or use of the Site or Improvements to carry out its power responsibility; **provided, however**, with respect to this clause, GTE shall have 90 calendar days after notice from BPA to resolve such interference and BPA shall, at GTE's expense, reasonably cooperate with GTE to resolve any such interference, consistent with Section 6 of the Master Lease.
 - (2) By GTE upon 30 calendar days prior written notice if it is unable to obtain, after reasonable efforts to do so, any Governmental and Zoning Approvals, if any, provided that all construction costs incurred by BPA shall be reimbursed by GTE.
 - (3) By GTE, upon 30 calendar days prior written notice to BPA, if GTE is unable to obtain any easement described in section 5.
 - (4) By GTE, in accordance with section 7, upon 2 business days prior written notice to BPA, which notice shall be given within 30 calendar days after the execution of the applicable Facilities Lease;
 - (5) By GTE, in accordance with section 9, upon 2 business days prior written notice to BPA, which notice shall be given within 60 calendar days after the Target Date.

- (6) By GTE, in accordance with section 18, upon 10 business days prior written notice to BPA.
 - (7) By GTE upon 60 calendar days prior written notice if GTE determines, in its reasonable discretion exercised in good faith that the subject Site is no longer consistent with the minimal operational requirements of GTE's communications system.
 - (8) If incompatibility existing between the Parties' radio systems cannot be corrected as described in section 6, Interference, the lease shall terminate 30 calendar days after ceasing operating.
- (b) In the event of termination of a Facilities Lease under this section 12, any prepaid Commitment Fees or Annual Charges applicable under this Agreement shall be nonrefundable by BPA to GTE.

13. CONDEMNATION AND CASUALTY

If at any time during the term of any Facilities Lease all or "substantially all" (such that the remaining portion thereof shall not be of sufficient size or condition to permit the continuation of GTE's use in a commercially reasonable manner) of the Site or Improvements applicable to such Facilities Lease shall be taken in the exercise of the power of eminent domain by any governmental or other authority, or by deed in lieu of condemnation, or shall be damaged or destroyed, then such Facilities Lease shall terminate, which termination shall be effective as of the date of the vesting of title in such taking or such damage or destruction. With respect to condemnation, the Parties shall each be entitled to pursue their own separate awards with respect to such taking. In the event of any damage, destruction, or taking of less than all or substantially all of the Site or Improvements, such Facilities Lease shall continue, and BPA and GTE shall be entitled to pursue their own separate awards with respect to any taking.

14. **TAXES AND FEES**

- (a) GTE shall pay any fees, licenses, or taxes, including, but not limited to any personal property taxes assessed on, or any portion thereof attributable to, the Antenna Facilities and GTE's construction, operation and maintenance thereof. GTE shall also pay any increase in real property taxes, or any fees and assessments levied against GTE which are attributable to GTE's use of the Antenna Facilities through an adjusted Annual Charge. GTE acknowledges that if there are other lessees in addition to GTE leasing the Site or Improvements, GTE and each other lessee shall pay an equal portion of such increase. BPA agrees to furnish proof to GTE of such increase in real property taxes and the amount of any such fees and assessments.
- (b) GTE shall keep any Site and Improvements free from any liens and encumbrances, arising from its performance of this Agreement. BPA shall have the right, but not obligation, to pay all amounts due and discharge such lien or encumbrance, upon 30 calendar days prior written notice to GTE. In the event BPA causes such liens or encumbrances to be discharged, GTE shall pay such amounts to BPA upon demand together with interest at the Interest Rate, accruing from the date that BPA makes payment discharging such liens or encumbrances until the date BPA receives full reimbursement from GTE.

15. **INSURANCE**

(a) **General**

At all times during the term of this Master Lease, GTE, at its own cost and expense, shall provide and maintain the insurance specified by this section.

(b) **Evidence Required**

On the effective date of this Master Lease, GTE shall provide BPA with a certificate of insurance ("Certificate of Insurance") executed by an authorized

representative of the insurer(s) evidencing that GTE's insurance complies with this section. A copy of all required endorsements shall be attached to and form a part of the Certificate of Insurance.

(c) **Notice of Cancellation, Reduction, or Material Change in Coverage**

Policies shall be endorsed to provide BPA with 30 calendar days' prior written notice of any cancellation, reduction, or material change in coverage. If insurance coverage is due to be canceled, reduced, or materially changed, GTE shall, within 30 calendar days before the effective date of such cancellation, reduction, or material change, obtain the coverage required under this section 15 and provide to BPA documentation evidencing such coverage. GTE shall be responsible to the extent not caused by BPA's negligence, for the costs of any damage, liability, or injury occurring during such cancellation, reduction, or material change in insurance coverage which are not otherwise covered by insurance; provided that GTE shall not be responsible for the costs of any damage, liability, or injury occurring during any such period if such damage, liability, or injury was caused by BPA's negligence or willful misconduct.

(d) **Qualifying Insurers**

Policies shall be issued by companies which hold a current policyholders alphabetic and financial size category rating of not less than A:X, according to Best's Insurance Reports.

(e) **Insurance Required**

(1) **Liability**

Commercial general liability insurance for bodily injury (including death) and property damage shall provide limits of not less than \$10 million per occurrence.

(A) Coverages included shall be:

- (i) Sites and operations;
- (ii) broad form property damage;
- (iii) products and completed operations;
- (iv) blanket contractual liability;
- (v) personal injury liability;
- (vi) cross-liability and severability of interests; and
- (vii) independent contractors liability.

(B) Coverage shall be endorsed to include the following:

- (i) inclusion of GTE, its officers, representatives, agents, and employees as an additional insured as respects services or operations in connection with this Agreement; and
- (ii) stipulation that the insurance is primary insurance and that no insurance or self-insurance of BPA will be called upon to contribute to a loss.

(2) **Business Automobile Liability Insurance**

Business Automobile Liability Insurance for bodily injury (including death) and property damage shall provide total limits of not less than \$2 million combined single limit per occurrence to all owned, nonowned, and hired vehicles.

- (3) **Workers' Compensation/Employer's Liability Insurance**
Statutory Workers' Compensation and Employer's Liability Insurance for not less than \$1 million per occurrence shall apply to employer's liability coverage for all employees engaged in services or operations under this Agreement. The policy shall include broad form all-States/other States coverage.

(f) **Special Provisions**

- (1) The foregoing requirements as to the types and limits of insurance coverage to be maintained by GTE, and any approval of said insurance by BPA or GTE, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by GTE pursuant to this Agreement, including, but not limited to, the provisions concerning indemnification.
- (2) BPA acknowledges that some insurance requirements contained in this section 15 may be fulfilled by a funded self-insurance program of GTE. However, this shall not in any way limit liabilities assumed by GTE under this Agreement. Any use of self-insurance must be first approved in writing by BPA.

16. **INDEMNIFICATION; WAIVER OF DAMAGES**

(a) **Indemnification By GTE**

- (1) To the extent allowed by law, GTE shall release and indemnify, defend, and hold harmless BPA and each of its directors, officers, agents, representatives, subcontractors, and employees (the "BPA's Indemnitees") from and against any and all claims for injury to or death of a person, including an employee of BPA or a BPA Indemnitee, or for loss of or damage to property resulting directly or

indirectly from GTE's performance or nonperformance of this Master Lease or a Facilities Lease, except to the extent that such claim is the result of the negligence or willful misconduct of a BPA or BPA Indemnitee.

- (2) If negligence or willful misconduct of a BPA or a BPA Indemnitee has contributed to a claim, GTE shall not be obligated to indemnify BPA or BPA Indemnites for the proportionate share of such claims caused by such negligence or willful misconduct. BPA shall have the right, at its own cost, to retain counsel, to monitor, or participate in the defense of any claim.

(b) **Indemnification By BPA**

- (1) To the extent allowed by the Federal Tort Claims Act, BPA shall release and indemnify, defend, and hold harmless GTE and each of its directors, officers, agents, representatives, subcontractors, and employees (the "GTE Indemnites") from and against any and all claims for injury to or death of a person, including an employee of GTE or an GTE Indemnity, or for loss of or damage to property resulting directly or indirectly from BPA's performance or nonperformance of this Master Lease or a Facilities Lease, except to the extent that such claim is the result of negligence or willful misconduct of GTE or a GTE Indemnitee.
- (2) If negligence or willful misconduct of a GTE or a GTE Indemnitee has contributed to a claim, BPA shall not be obligated to indemnify GTE or GTE Indemnites for the proportionate share of such claims caused by such gross negligence or willful misconduct. GTE shall have the right, at its own cost, to retain counsel, to monitor, or participate in the defense of any claim.

(c) **Waiver of Certain Damages**

Each Party hereby waives any right to consequential, incidental, special or indirect damages, or damages for lost profits or exemplary damages with respect to any claim arising out of or related to this Master Lease or a Facilities Lease.

17. NOTICES

All notices, requests, demands, and other communications shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to BPA regarding
the Master Lease Agreement:

Bonneville Power Administration
P.O. Box 491 TM/DITTMER2
Vancouver, WA 98666-0491
Attn: Kevin Ward
Customer Account Executive

With a copy to:

Bonneville Power Administration
P.O. Box 491 TM/DITTMER2
Vancouver, WA 98666-0491
Attn: Rose Ann Lafferty,
Contract Specialist

If to BPA regarding
Payments & Financial Matters:

Bonneville Power Administration
Accounting Operations - FRO
P.O. Box 6040
Portland, OR 97208-6040

With a copy to:

Bonneville Power Administration
P.O. Box 491 TM/DITTMER2
Vancouver, WA 98666-0491
Attn: Kevin Ward
Customer Account Executive
Phone: (360) 418-8298
Fax: (360) 418-8320

If to GTE:

GTE Wireless of the Pacific Incorporated
Attn: Network Director
2445 - 140th Avenue NE, Suite 202
Bellevue, WA 98005
Phone: (425) 895-7000
FAX: (425) 895-7099

with a copy to:

GTE Wireless of the Pacific Incorporated
Attn: 1.8 Ghz legal Department
245 Perimeter Center Parkway
Alanta, GA

18. QUIET ENJOYMENT, TITLE, AND AUTHORITY

- (a) BPA covenants and warrants that: (1) it has full right, power, and authority to execute this Master Lease and each Facilities Lease and has the power to grant all rights hereunder and thereunder; (2) it has either a fee or leasehold interest in the Sites free and clear of any liens, mortgages, restrictions, or other encumbrances thereon that will interfere with GTE's use of the Sites; (3) its execution and performance of this Master Lease and each Facilities Lease will not violate any laws, ordinances, or covenants, or the provisions of any mortgage, lease, or other agreement binding on BPA; and (4) GTE shall have the quiet enjoyment of the Sites, and GTE shall not be disturbed as long as GTE is not in default beyond any applicable grace or cure period.
- (b) GTE covenants and warrants that it has full right, power, and authority to execute this Master Lease and each Facilities Lease and the execution and performance thereof will not violate any laws, ordinances, or covenants, or the provisions of any agreement binding on GTE. GTE acknowledges and agrees that this Master Lease and each Facilities Lease is subject and subordinate at all times to: (1) the lien of all mortgages and deeds of trust securing any amount or amounts whatsoever which may now exist or hereafter be placed on or against any Site or Improvements or on or against BPA's interest or estate therein; and (2) any underlying ground lease, all without the necessity of having further instruments executed by GTE to effect such subordination, but, with respect to any such liens or any ground

leases which arise following execution of this Master Lease, only upon the condition that any such mortgagee, beneficiary, trustee, or ground BPA expressly agrees not to disturb the rights of GTE under this Master Lease and each Facilities Lease.

- (c) This Master Lease and each Facilities Lease is subject to any restriction or other terms or conditions contained in any underlying ground lease, and GTE acknowledges and agrees to commit no act or omission which would constitute a default under any ground lease provided that BPA has provided a copy of such ground lease to GTE prior to the execution of the applicable Facilities Lease. If a particular restriction contained in a ground lease and not set forth in this Master Lease or the applicable Facilities Lease prevents GTE from the construction, operation or maintenance of or Access to the Antenna Facilities, GTE may terminate the applicable Facilities Lease as provided in section 12. BPA agrees that it will not breach the terms or conditions of the ground lease of any other agreement of which it is a party affecting the Site or Improvements in a manner that adversely affects or will adversely affect GTE's use of the Site or Improvements.

19. ENVIRONMENTAL LAWS

- (a) BPA and GTE agree neither they nor anyone acting on their behalf will bring, keep, or use hazardous substances at or on the Sites except for those necessary for use in their respective businesses, in which case they are to be handled, stored, used, and disposed of in compliance with applicable laws, regulations, and ordinances.
- (b) Hazardous substance, as used herein, shall mean all materials which have been determined to be hazardous to health or the environment by virtue of being: (1) a hazardous waste as defined by the Resource Conservation and Recovery Act; (2) a hazardous substance as defined in the Comprehensive Environment, Compensation, and Liability Act; (3) a substance regulated by the Toxic Substances Control Act; (4) substances regulated by the Federal

Insecticide, Fungicide, Rodenticide Act in accordance with the applicability provisions of such Act; (5) hazardous substances or hazardous wastes as defined in the Washington Model Toxics Control Act or the Washington Hazardous Waste Management Act; and (6) substances regulated by other applicable state hazardous and toxic regulations. Reference to specific statutes include amendments as they are made from time to time, as well as the regulations promulgated thereunder.

- (c) BPA and GTE each represent, warrant, and agree that they will conduct their activities on each Site in compliance with all applicable environmental laws meaning any and all local, State or Federal statutes, regulations, or ordinances pertaining to the environment or natural resources.
- (d) GTE agrees to indemnify and hold BPA and its affiliates harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses arising from or due to the existence or discovery of any hazardous substance at or on the Sites if GTE or its agent, contractor, employees, or invitees is responsible for the introduction into the environment of the hazardous substance. This indemnity shall specifically include, without limitation, any and all costs due to hazardous substances which flow, diffuse, migrate, or percolate into, onto or under the property, or from the property to neighboring property or groundwater after the Agreement commences; however, it shall not include the cost of repairing BPA's equipment.
- (e) BPA agrees to indemnify and hold GTE harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses that GTE may suffer arising from or due to the existence or discovery of any hazardous substance at or on the Sites if BPA or its agent, contractor, employees or invitees is responsible for the introduction into the environment of the hazardous substance. This indemnity shall specifically include, without limitation, any and all costs due to hazardous substances which flow, diffuse, migrate, or percolate into, onto, or under the property, or from the property to

neighboring property or groundwater after the Agreement commences; however, it shall not include the cost of repairing GTE's equipment.

- (f) The indemnifications in this section 19 specifically include costs incurred in connection with any investigation of Site conditions or any cleanup, remediation, removal, or restoration work required by any governmental authority. The provisions of this section will survive the expiration or termination of this Master Lease and of any Facilities Lease.

20. ASSIGNMENT AND SUBLEASING

- (a) GTE shall not assign this Master Lease, any Facilities Lease, any Sites, or any of its rights with respect thereto, or relinquish possession of the Sites or any part thereof, or permit any other person to use the Sites or any part thereof, except GTE may assign this Master Lease, and any Facilities Lease and its rights with written notice provided to BPA to any entity which: is a parent, subsidiary, or affiliate of GTE; is merged or consolidated with GTE; or purchases a majority or controlling interest in the ownership or assets of GTE, provided such entity shall in writing assume without limitation this Master Lease and each applicable Facilities Lease. Any other assignment by GTE of this Master Lease and any Facilities Lease shall be only after written consent by BPA, such consent not to be unreasonably withheld.
- (b) Notwithstanding paragraph (a) of this section 20, GTE may, upon notice to BPA, mortgage, or grant a security interest in this Master Lease or any Facilities Lease, and any wireless communications equipment, and may assign this Master Lease, or any Facilities Lease, and any wireless communications equipment, to any such mortgagees or holders of security interests including their successors or assigns (hereinafter collectively referred to as "mortgagees"), provided such mortgagees agree to be bound by the terms and provisions of this lease. In such event, BPA shall execute such consent to GTE's leasehold financing as may reasonably be required by mortgagees. BPA agrees to notify GTE of any default by GTE and to give

mortgagees the same right to cure any default as GTE, or to remove any property of GTE located on the Site, except that the cure period for any mortgagee shall not be less than 30 calendar days after receipt of the default notice, as provided in section 23 of this Master Lease.

- (c) BPA may assign this Master Lease, any Facilities Lease, any Sites, or any of its rights with respect thereto without the approval or consent of GTE.

21. SUCCESSORS AND ASSIGNS

This Master Lease and any Facilities Lease shall be binding upon and inure to the benefit of the Parties, their respective successors, personal representatives, and assigns.

22. WAIVER OF LANDLORD'S LIEN

The Antenna Facilities shall be deemed GTE's personal property for purposes of this Master Lease and each Facilities Lease, regardless of whether any portion thereof is deemed real or personal property under applicable law, and except as otherwise provided in this Master Lease or in any Facilities Lease, BPA hereby consents to GTE's right to remove all, or any portion, of any Antenna Facilities from time to time in GTE's sole discretion.

23. DEFAULT AND REMEDIES

(a) Default By GTE

GTE shall be considered in default if any one or more of the following events occurs:

- (1) GTE fails to pay any amounts due under this Master Lease other than amounts payable due to GTE's use of a Site under a Facilities Lease, within 10 business days after written notice of such failure from BPA;

- (2) GTE fails to pay any amounts payable due to GTE's use of a Site under a Facilities Lease within 10 business days after written notice of such failure from BPA;
- (3) a petition is filed by or against GTE under the Federal Bankruptcy Code or any similar law or statute of the United States or any State (and with respect to any petition filed against GTE, such petition is not dismissed within 60 calendar days after the filing thereof), or GTE is adjudged bankrupt or insolvent, or a receiver, custodian, or trustee is appointed for GTE or for any of the assets of GTE which appointment is not vacated within 30 calendar days of the date of the appointment, or GTE becomes insolvent, is unable to pay its debts as they become due, or makes a transfer in fraud of creditors;
- (4) GTE fails to perform or observe any nonmonetary term or condition of this Master Lease or a Facilities Lease relating to GTE's operations at a specific Site, and not all Sites leased under this Master Lease and such failure continues for 30 calendar days after written notice from BPA; **provided, however**, that if such failure is capable of being cured, but not within such 30 calendar day period, such period shall be extended so long as GTE commences appropriate curative action within such 30 calendar day period, and thereafter diligently prosecutes such cure to completion as promptly as possible.

(b) **Default By BPA**

BPA will have committed an Event of Default if BPA fails to perform or observe any term or condition of this Master Agreement or a Facilities Lease and such failure continues for 30 calendar days after written notice from GTE; **provided, however**, that if such failure is capable of being cured, but not within such 30 calendar day period, such period shall be extended so long as BPA commences appropriate curative action within such 30 calendar day

period, and thereafter diligently prosecutes such cure to completion as promptly as possible.

(c) **Remedy**

A default under paragraphs (1) or (3) of paragraph (a) of this section 23 shall be a default under this Master Lease, and a default under paragraphs (2) or (4) shall be a default under the applicable Facilities Lease.

So long as an Event of Default under this Master Lease continues, BPA (without notice or demand except as expressly required above) may, in addition to any other remedy it may have under applicable law, terminate this Master Lease and all Facilities Leases.

So long as an Event of Default applicable to a Facilities Lease continues BPA (without notice or demand except as expressly required above) may, in addition to any other remedy it may have under applicable law, terminate the applicable Facilities Lease. In either event GTE shall surrender the applicable Sites within 30 days of termination.

24. MISCELLANEOUS

- (a) This Master Lease and each Facilities Lease shall constitute the entire agreement and understanding of the Parties with respect to the Site and Improvements that are the subject matters of the Facilities Lease and supersedes all offers, negotiations, and other agreements, with respect thereto. Each Facilities Lease shall be a separate contract and, except as otherwise provided herein the occurrence of any default under one Facilities Lease, shall not be deemed to constitute a default under any other Facilities Lease. There are no representations or understandings of any kind not set forth in this Master Lease or in the Facilities Leases. Any amendment to this Master Lease or any Facilities Lease must be in writing and executed by both Parties.

- (b) Either Party hereto that is represented in this transaction by a broker, agent, or commission salesperson (a "Representative") shall be fully and exclusively responsible for the payment of any fee, commission, or other compensation owing to such Representative, and shall indemnify and hold the other Party harmless from and against any claim to a fee, commission, or other compensation asserted by such Representative, including reasonable attorneys' fees and costs incurred in defending such claim.
- (c) Each Party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease) necessary to protect its rights under this Master Lease and any Facilities Lease. Neither Party shall record this Master Lease or any Facilities Lease pertaining thereto, but GTE may record, in lieu thereof, the aforementioned Memorandum of Lease.
- (d) This Master Lease and any Facilities Lease shall be construed in accordance with Federal law and, to the extent applicable, the laws of the State in which the Sites are located.
- (e) If any term of this Master Lease or any Facilities Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Master Lease or such Facilities Lease, which shall continue in full force and effect; provided that BPA shall have the right to terminate this Master Lease if the invalidity of any provision causes a material frustration of this Master Lease such that GTE cannot perform its obligations thereunder.

25. FORCE MAJEURE

If a party is delayed or hindered in, or prevented from the performance required under this Master Lease or any Facilities Lease by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God or other events, causes or conditions beyond such Party's reasonable control, such Party claiming Force Majeure shall give notice and full particulars of such Force Majeure in writing

to the other Party within 5 business days after the occurrence of the Force Majeure event, cause, or condition. Any obligations that such Party claims it is unable to perform due to Force Majeure shall be suspended during the continuance of such event of Force Majeure. The Party claiming Force Majeure shall use reasonable efforts to remedy and minimize the effects of such Force Majeure within 90 calendar days from the date of notice of such Force Majeure. The period for the performance shall be extended for the period of such delay. If the performance of such suspended obligations is not resumed after the 90-calendar day period, either Party may terminate the applicable Facilities Lease or, if applicable, the Master Lease. Neither Party shall be liable under this Master Lease or any Facilities Lease for, or be considered to be in breach or default under, this Master Lease or any Facilities Lease on account of any delay in performance due to Force Majeure unless otherwise specified in either agreement.

26. **AUDIT PROCEDURES**

(a) **Records**

The Parties shall maintain true and correct sets of records in connection with the performance of this Master Lease and all transactions related thereto and shall retain all such records for a period of not less than 3 years. The Parties shall also maintain true and correct sets of records in connection with its accounting, billing, and collection relating to amounts payable hereunder, and shall retain all such records for a period of not less than 3 years after each such transaction.

(b) **Audit Rights**

Either Party shall have the right to perform an audit of each other's books, records, and documents used in or relating to the costs to construct, repair, and maintain the Site and Improvements under the Master Lease and Facilities Lease. Such audit may be performed within 36 months after the date that a bill or refund voucher is rendered by either Party. Each Party shall be responsible for all expenses incurred in the performance of an audit

pursuant to this section. In the event that the Parties agree that the auditing party's audit is determined to be correct, the nonauditing party shall reimburse the auditing party the agreed upon amount. In the event that the nonauditing party disagrees with the results of the other Party's auditing and resolution is not reached between the Parties, the Parties agree to resolve the dispute pursuant to section 27 of this Agreement.

27. DISPUTE RESOLUTION

- (a) Pending resolution of a disputed matter, the Parties shall continue performance of their respective obligations hereunder, provided that neither Party shall be required to take any action pending such resolution which it had been advised by counsel, or which it reasonably believes, is unlawful or not permitted pursuant to applicable regulations or permit requirements. Other than disputes relating to safety or which may be the basis for an injunction or temporary restraining order, any dispute between the Parties arising out of this Agreement or breach thereof, or out of performance under this Agreement, is subject to the process described in this section 27. The Parties shall first attempt to resolve such dispute by mediation. If not resolved by mediation, then the matter must be submitted to the American Arbitration Association (AAA) for arbitration before a sole arbitrator.
- (b) A meeting will be held promptly between the Parties to attempt in good faith to negotiate a resolution of the dispute. The meeting will be attended by individuals with decision-making authority regarding the dispute. If within 30 calendar days after such meeting the Parties have not succeeded in resolving the dispute, within 30 calendar days thereafter, upon the written notice from either Party to the other Party, the Parties shall submit the dispute to a mutually acceptable third party mediator who is acquainted with dispute resolution methods. The mediation shall be nonbinding. If the dispute is not resolved by mediation either Party may initiate an arbitration with the AAA, upon the written notice from either Party to the other Party.

The dispute shall be resolved by arbitration under the rules and administration of the AAA, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Neither Party is entitled to seek or recover punitive damages in considering or fixing any award under these proceedings.

- (c) The costs of mediation and arbitration, including any mediator's fees, AAA administration fee, the arbitrators fee, and costs for the use of facilities during the hearings, shall be borne equally by the Parties. Reasonable attorneys' fees may be awarded to the prevailing party (provided such a party can clearly be determined from the proceedings) at the discretion of the arbitrator. Each Party's other costs and expenses will be borne by the Party incurring them.

IN WITNESS WHEREOF, the Parties have entered into this Master Lease Agreement as of the date first written above.

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By: Kevin A. Ward

Name: Kevin A. Ward

Title: Transmission Account Executive

Date: 4/23/98

GTE WIRELESS OF THE PACIFIC INCORPORATED

By: Michael Millegan

Name: Michael Millegan

Title: Area President - NW

Date: 5/29/98

FACILITIES LEASE
No. _____

(Multiple Site Component)

THIS FACILITIES LEASE, is entered into this _____ day of _____, 1996, between the UNITED STATES OF AMERICA (Government), Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (BPA), and GTE Wireless of the Pacific Incorporated (GTE), a Delaware corporation, each of which may be referred to herein individually as a "Party" and collectively as "Parties."

1. INCORPORATION OF MASTER LEASE

All terms and conditions of the Master Lease between BPA and GTE, dated _____, 1996, are incorporated herein by reference and made a part hereof without the necessity of attaching the original or any copy of the Master Lease. The terms and conditions of the Facilities Lease shall govern with respect to the subject matter hereof, and, unless otherwise defined herein, capitalized terms shall have the respective meanings ascribed thereto in the Master Lease.

2. TERM

The initial term of this Facilities Lease shall be 5 years, commence on execution hereof and expire on _____.

3. AMENDMENTS

Amendments to this Facilities Lease, including any exhibits, shall be made by mutual agreement of the Parties.

4. ANNUAL CHARGE

The Annual Charge hereunder shall be payable as provided in the Master Lease in the amount of \$ _____ per year.

5. SITE

(a) The location of the Site is:

(b) The legal description of the Site is set forth on Exhibit ___ hereto.

6. ACCESS

Access to the Site will be as follows:

7. IMPROVEMENTS

(a) The Improvements constructed or to be constructed on the Site are as follows:

(b) The Improvements are situated on the Site as depicted on the drawing attached hereto as Exhibit ____.

(c) The Target Date for the Improvements is _____.

8. PREMISES

The Premises leased by BPA to GTE are as depicted on the drawing attached hereto as Exhibit ____.

9. ANTENNA FACILITIES

(a) The Antenna Facilities are described as follows:

(b) A description of the Cabinets to be used:

(c) The additional facilities or services necessary include:

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Contract No. 96MS-95361
GTE Wireless of the Pacific
Incorporated
Effective on the Effective Date

(d) The Antenna Facilities shall be initially configured generally as set forth in Exhibit ____.

10. COORDINATION PROVISIONS BETWEEN BPA AND GTE

11. ADDITIONAL PROVISIONS

Exhibit A, Page 4 of 4
Contract No. 96MS-95361
GTE Wireless of the Pacific
Incorporated
Effective on the Effective Date

13. PROJECT DESCRIPTION

Attached _____

None Attached _____

14. ANNUAL CHARGE

Charges _____ Amount _____

Annual Charge:

Total Annual Fee:

The Parties have entered into this Facilities Lease as of the first date above written.

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By: Kevin A. Ward

Name: Kevin A. Ward

Title: Transmission Account Executive

Date: 4/23/98

GTE WIRELESS OF THE PACIFIC INCORPORATED

By: Michael Millegan

Name: Michael Millegan

Title: Area President - NW

Date: 5/29/98

SITE LEASE ACTIVITIES AND CHARGES

This exhibit provides standard charges for leased Sites at substations, communication tower sites, raw land, and transmission towers. If a Site has to be modified to accommodate a nonstandard request, an additional reimbursement of construction costs will be determined pursuant to the appropriate table addendum to Exhibit A.

Standard Leased Site Activities and Charges

1. Substations or Communication Tower Sites

A standard Site package includes: (a) BPA-provided space on the existing structure and; (b) up to a 10 foot by 12 foot pad area for cabinets/equipment will be constructed by GTE at GTE's expense; (c) GTE may install, operate, and maintain an initial set of six antenna on BPA's structure; (d) if the Site is a Fee-Owned Site, BPA may obtain any necessary public approvals for GTE, if any; (e) regardless of ownership rights by BPA, GTE will obtain FAA approval and perform any necessary FCC filing; and (f) BPA will provide to GTE all appropriate tax parcel identification numbers for the proposed site and arrange for GTE's RF test at a time coordinated between BPA and GTE. Any deviations from this standard Site package are considered "Non-Standard Leased Site Activities and Charges" and are addressed within such section of this exhibit.

(1)	Processing Fee (one time, up front)	\$ 400
(2)	Commitment Fee (one time, up front)	\$4,000
(3)	Tower Co-Location Fee on an existing structure or on a newly erected monopole up to 100 feet in height.	\$1,500/mo.

2. Raw Land Sites

A standard Site package includes: (a) BPA providing 1,000 square feet of land for GTE's construction, operation, and maintenance of a tower structure, Antenna Facility and other related equipment and Improvements at GTE's expense; (b) if the Site is a Fee-Owned Site, BPA will obtain any necessary public approvals for GTE, if any; (c) regardless of ownership rights by BPA, GTE will obtain FAA approval and perform any necessary FCC filing; and (d) BPA will provide to GTE all appropriate tax parcel identification numbers for the proposed site and arrange for GTE's RF test at a time coordinated between BPA and GTE. Any deviations from this standard Site package are considered "Non-Standard Leased Site Activities and Charges" and are addressed within such section of this exhibit.

(1)	Processing Fee (one time, up front)	\$400
-----	-------------------------------------	-------

(2) Standard Site \$800/mo.

3. **Transmission Tower Sites**

A standard Site package includes: (a) Space provided by BPA on the existing structure at a minimum of 100 feet; (b) up to a 10 foot by 12 foot pad area for cabinets/equipment will be constructed by GTE at GTE's expense; (c) GTE may install, operate, and maintain a maximum of six antennae on BPA's structure, in coordination with BPA; (d) if the Site is a Fee-Owned Site, BPA will obtain any necessary public approvals for GTE; (e) if the Site is a Non-Fee-Owned Site, GTE will obtain all necessary public approvals; and (f) regardless of ownership rights by BPA, GTE will obtain FAA approval and perform any necessary FCC filing. Any deviations from this standard Site package are considered "Non-Standard Leased Site Activities and Charges" and are addressed within such section of this exhibit. All construction, installation, maintenance, and repair activities on this property type will be coordinated between BPA and GTE unless stated otherwise in the Facilities Lease

(1) Processing Fee (one time, up front) \$400
(2) Commitment Fee (one time, up front) \$4,000
(3) Tower Co-Location Fee on an existing structure \$1,000/mo.

4. **Non-Standard Leased Site Activities and Charges**

(a) **Additional Tower Height Fee** \$1.50/ft./mo.
Any additional height required on a BPA Transmission structure over 100 feet.

(b) **Additional Antenna Fee** \$150/mo.
Any additional antennae required over six Panels/whips per Antenna Facility. In addition, GTE will undertake to perform the installation of such additional antennas at its own expense.

(c) **Ice Shield Fee** \$6,500/Site
If necessary, an Ice Shield shall be provided, installed and maintained by BPA. Said Ice Shield Fee shall be a one time fee per site.

- (d) **Site Escort Service Fee** \$75.00/hr.
BPA's fee for accompaniment to the Site in situations where coordination for GTE's investigation, testing, construction, installation, maintenance, repair and dismantlement is required, pursuant to this Master Lease, or reasonably required by BPA. The hourly rate will be billed with reasonable supporting documentation and made part of the Annual Charge for the respective Facilities Lease.
- (e) **Utility Service Fee** (to be determined)
At GTE's option, BPA will provide electricity and telephone service to the Site. Dependent on the scope of the work at a particular Site, the fee will be negotiated at the time of request, billed with reasonable supporting documentation and made part of the Annual Charge for the respective Facilities Lease.
- (f) **Microwave Dish Fee** \$3,000.00
At GTE's option, GTE may install a microwave dish on a BPA Communications Tower or Transmission Tower in exchange for a one-time fee of \$3,000, provided that said Microwave Dish is no larger than 4 feet in diameter. GTE shall not be charged a fee if said Microwave Dish is installed on a tower erected by GTE.
- (g) **Repeater Site** \$500 per month
A repeater site will consist of two (2) antennas/dishes mounted to an existing BPA Transmission Tower or Communications Tower. Additionally, the electronic equipment shall consist of a 3' x 3' box which can be either mounted on either a Transmission Tower or Communications Tower, or placed at grade. Such repeater applications shall require appropriate power and telephone service to the site, which shall be provided by GTE at its expense. GTE shall be responsible for all construction work pertaining to Repeater Sites on communication towers and BPA/GTE shall be responsible for all construction on transmission towers.

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Incorporated
Effective on the Effective Date

SUMMARY OF AGGREGATE ANNUAL CHARGE

Facilities Lease Number	Charges	In-Service Date
--------------------------------	----------------	------------------------

Total Annual Charges

Annual Amount due BPA =

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Exhibit D, Page 1 of 1
Contract No. 96MS-95361
GTE Wireless of the Pacific Incorporated
Effective on the Effective Date

NON-BPA WORKER ENTRANCE

[Insert Text Here]

w:\mcp\tmc\et\95361r1.doc

MASTER LEASE AGREEMENT
(Multiple Sites)
executed by the
UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
acting by and through the
BONNEVILLE POWER ADMINISTRATION
and
GTE MOBILNET INCORPORATED

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THIS MASTER LEASE AGREEMENT ("Master Lease"), executed August __, 1996, by the UNITED STATES OF AMERICA (Government), Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION ("BPA"), and GTE Mobilnet Incorporated ("GTE"), a Delaware corporation, each of which may be referred to herein individually as a "Party" and collectively as the "Parties."

W I T N E S S E T H :

In consideration of the mutual covenants contained in this Lease and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, BPA and GTE hereby agree as follows:

1. DEFINITIONS

The terms below are defined as used in, and for the purposes of, this Agreement.

- (a) "Access" shall mean GTE's ability to reach its facilities to, from, across, and over BPA's Site, as described in section 5.
- (b) "Activation Date" shall mean the date on which the Annual Charge shall commence as described in section 7.
- (c) "Aggregate Annual Charge" shall mean the sum of the Annual Charges for all Facilities Leases under this Master Lease, as described in section 7.

- (d) "Annual Charge" shall mean the total charge due each year for the Site described in a single Facilities Lease.
- (e) "Antenna Facilities" shall mean the unmanned wireless communications system which may consist of antennas, cables, equipment cabinets, and related equipment and facilities, and such additional equipment or Improvements necessary for transmission and reception of unmanned wireless communications on the Sites. This may, but not necessarily, include utility lines, telephone lines, and emergency backup generators, to be determined in the Facilities Lease agreement.
- (f) "Commencement Date" shall mean the date GTE initiates installation of equipment and Improvements necessary for transmission and reception of unmanned wireless communications on the Site.
- (g) "Commercial Account Plan" shall mean a plan that aggregates air-time minutes across phones by account as described in section 8.
- (h) "Commitment Fee" shall mean a one-time, upfront fee as described in section 7.
- (i) "Electric Facilities" shall mean the Site and any equipment at a Site enabling BPA to fulfill its commitment to provide electric service to its customers.
- (j) "Facilities Lease" shall mean a separate document under this Master Lease representing the agreement of the Parties at each Site for the lease of such Site as described in section 2.
- (k) "Fee-Owned Site" shall mean a Site which BPA owns absolute and without limitation including all rights of possession, control, use, and disposition.

- (l) "Governmental and Zoning Approvals" shall mean all necessary local, county, State, or Federal licenses, permits, or other approvals required for GTE's installation, operation, and maintenance of the Antenna Facilities.
- (m) "Improvements" shall mean upgrade or change to existing equipment or new construction or installation of equipment by BPA, when requested by GTE, at certain locations described in each Facilities Lease.
- (n) "Interest Rate" shall mean an interest charge of one twentieth percent (0.05 percent) applied daily to the unpaid balance until such time as the unpaid amount is paid in full.
- (o) "Non-Fee-Owned Site" shall mean a Site in which BPA has a nonpossessory right or privilege to use the land of another for a certain purpose through a permit, lease, easement, or Memorandum of Understanding.
- (p) "Permitted Use" shall mean the specific use granted by BPA to GTE as described in section 5(a).
- (q) "Process Fee" shall mean a one-time, upfront fee as described in section 7.
- (r) "Site" shall mean the location of Antenna Facilities and/or Improvements that exist or are to be constructed for use by GTE, including, but not limited to transmission line towers, communication tower sites, substation sites, and raw land.
- (s) "Site Escort Service Fee" shall mean the fee charged by BPA to accompany GTE, when necessary, to the Site as described in Exhibit B.
- (t) "Target Date" shall mean the date stated in the Facilities Lease for completion of construction which was not completed at the time of execution of the Facilities Lease.

2. LEASE DESCRIPTION

(a) Master Lease

This Master Lease grants permission for the lease of space at certain BPA locations described in each Facilities Lease to be leased to GTE for the installation, operation, and maintenance of GTE's wireless communications equipment. This Master Lease contains the basic terms and conditions upon which all or portions of certain Improvements constructed, or to be constructed by BPA at GTE's request, will be leased by BPA to GTE in accordance with each Facilities Lease.

(b) Facilities Lease

The Facilities Lease shall describe the Site, its location, Improvements, GTE's Antenna Facilities, GTE's and BPA roles and responsibilities for payment of charges, and other applicable specific terms and conditions. The Facilities Lease shall be substantially in the form of Exhibit A, incorporate all terms and conditions of this Master Lease by reference, and shall govern in case of a conflict between the Facilities Lease and the Master Lease.

3. TERM

(a) Master Lease

- (1) This Master Lease shall commence upon execution by the Parties and shall expire at midnight on the day after the latest expiration date to occur under any Facilities Lease. Unless terminated pursuant to section 12 of this Agreement, in no event shall this Master Lease terminate so long as any Facilities Lease remains in full force and effect.
- (2) At the expiration of the Agreement, any obligations incurred hereunder shall remain in effect until satisfied.

(b) **Facilities Lease**

- (1) Upon agreement of the Parties as to each Site for the lease of Antenna Facilities, the Parties shall execute a Facilities Lease. Each Facilities Lease shall commence upon the earlier of either: (A) 30 calendar days after delivery of the Antenna Facilities to GTE by BPA; or (B) the Commencement Date as defined in section 1(f).
- (2) The initial term of each Facilities Lease shall be 5 years in length with an option to renew.

(c) **Renewal Term**

- (1) The Renewal Term shall be each of four additional 5-year terms which, upon agreement of the Parties, may be used to extend each Facilities Lease.
- (2) GTE shall notify BPA in writing of GTE's intention to renew a Facilities Lease at least 60 calendar days prior to the expiration of the initial term or any Renewal Term; **provided, however**, that GTE's failure to so notify BPA shall be deemed an exercise of its renewal right for the next term.
- (3) The terms and conditions of the Facilities Lease and the Master Lease applicable to the initial term, including the Annual Charge, may be modified or renegotiated at the time of extension upon agreement by the Parties.
- (4) If GTE remains at the Site upon expiration of the initial term or any Renewal Term of a Facilities Lease, BPA shall either: (A) deem such possession a year-to-year tenancy under the terms and conditions of this Master Lease and the Facilities Lease pertaining to such Site; or

(B) require GTE to vacate the Site within 30 days. In the event that BPA allows a year-to-year tenancy, the Annual Charges may be adjusted upward in accordance with section 7(e).

(5) Before terminating a year-to-year tenancy as described in section 4 above, BPA shall give GTE at least 90 calendar days notice of such termination prior to the start of the year of termination.

4. **EXHIBITS**

Exhibits A through D are hereby incorporated and made a part of this Agreement.

Amendments to this Master Lease, any Facilities Lease or Exhibits thereto shall be made by mutual agreement of the Parties.

5. **USE, ZONING, AND ACCESS**

(a) **Permitted Use**

GTE's use of any leased Site shall be specifically restricted to the installation, operation, replacement, and maintenance of the Antenna Facilities. All activities and operations undertaken by GTE in, on, and about the Site shall be lawful and in compliance with all Federal Communications Commission (FCC) requirements. GTE shall, at its sole expense, comply with all Government and Zoning Approvals with respect to its use of the Site and Antenna Facilities. When feasible and necessary, BPA agrees to cooperate with GTE, at GTE's expense, in obtaining such Governmental and Zoning Approvals.

(b) **Zoning**

For any Fee-Owned Site, BPA shall obtain all zoning for the construction of the Improvements and the operation of the Antenna Facilities, at BPA's expense. For any Non-Fee-Owned Site, GTE shall, at GTE's expense, obtain all necessary Governmental and Zoning Approvals. Under any Facilities

Lease for any Non-Fee-Owned Site, the Parties may mutually agree to BPA obtaining such Governmental and Zoning Approvals for a fee to be negotiated by the Parties.

(c) **Access**

- (1) GTE, its agents, and other representatives shall have the right to enter upon the subject Site to inspect, examine, sample, and conduct all engineering tests or studies of the Site and Improvements, necessary to apply for and obtain all governmental and zoning approvals and to determine the feasibility and suitability of the Site for GTE's use, all at GTE's expense. GTE's Access to any Site will be specifically described in each Facilities Lease.
- (2) For the term of any Facilities Lease on a Fee-Owned Site, BPA shall grant to GTE, Access to the Site. If on a Non-Fee-Owned Site, GTE may be responsible for acquiring from the property owner any additional easement rights which may be necessary to allow GTE to utilize the Site for any Antenna Facilities. BPA will provide GTE with a copy of BPA's easement for any Site to enable GTE to determine the need for an additional easement, and will provide reasonable assistance to GTE in obtaining such an easement. To the extent BPA has knowledge of any limitation or planned limitation on Access to the Site, BPA agrees to provide GTE with written notice (in advance of such limitation to the extent possible) of any limitation on Access, provided that in an emergency BPA shall not be obligated to provide such notice. BPA and GTE agree to reasonably cooperate with one another and with the electrical and/or telephone company to minimize any restricted Access to any Site.
- (3) The following provisions shall govern Access to the Site by GTE unless otherwise modified in the applicable Facilities Lease.

- (A) Access for construction, routine maintenance, repair, and other routine visits shall be during normal business hours (Monday through Saturday, 7 a.m. to 7 p.m.), upon 24 hours advance notice to BPA to enable GTE to arrange for an escort to the Site. The requirement for escort service shall be determined in each Facilities Lease. GTE's Site Access shall also be governed by Exhibit D.
 - (B) In the event of an emergency, GTE may Access the Site 24 hours per day, 7 days per week, escorted by BPA as arranged using an emergency number, and thereafter pursuant to the Escort Schedule set out in the Facilities Lease.
 - (C) Access to the Site may be by foot or motor vehicle, including trucks.
 - (D) Access to the Site shall be subject to such reasonable conditions as may be imposed by BPA from time to time with 10 business days notice to GTE.
 - (E) Access by GTE to the Site is secondary to BPA's emergency power system operations and maintenance at the Site.
- (4) GTE acknowledges that the foregoing Access rights are subject to any limitations or restrictions on Access imposed upon BPA (and therefore upon GTE) by the landlord under any underlying easement relating to a particular Site. GTE agrees to abide by such limitations or restrictions provided that GTE has been given a copy of the underlying easement or has been notified by BPA of such limitations and restrictions.

- (5) BPA may escort GTE to the Site for investigation, construction, and routine maintenance and repair, pursuant to the Escort Schedule, and for a Site Escort Service Fee as defined in Exhibit B of this Master Lease.
- (6) Neither the Master Agreement nor the Facilities Leases shall confer upon GTE any right, title, estate, interest, ownership, or possessory interest in the Site, or other Improvements owned by BPA except as provided herein or in the Facilities Lease(s).

6. INTERFERENCE

GTE recognizes and acknowledges that the Sites and Improvements may be adjacent to Electric Facilities. GTE hereby acknowledges and agrees that BPA's Access to and use of the Electric Facilities in the normal course of providing electric service, including activities related to electric outages and emergencies of whatever type and however caused, shall not constitute an impermissible interference with GTE's use of the Site and that BPA shall not be liable to GTE as a result of any interference in any way arising from such use.

(a) Interference By GTE

- (1) GTE, its licensees, employees, invitees, contractors, or agents shall not engage in any activity on or about a Site, or the Improvements thereon, in any way that interferes with Access to and use of the Electric Facilities by: (A) BPA; or (B) other lessees, existing or future, in the normal course of providing electric service, or which compromises the security and integrity of the Electric Facilities.
- (2) GTE shall be required to meet all reasonable requirements related to security, quality, installations, interference, site appearance, and any other safety and reliability requirements identified by BPA.

(b) **Interference By BPA**

- (1) BPA, its tenants, licensees, employees, invitees, contractors, or agents shall not engage in any activity on or about a Site or use the Site or Improvements thereon, in any way which interferes with GTE's Permitted Use and Access to the Site.
- (2) BPA shall not permit the installation of any future equipment which results in technical interference problems with GTE's then existing equipment.

(c) **Remedies Due to Interference**

- (1) GTE shall resolve technical interference problems to BPA's reasonable satisfaction with any equipment located at the Site on the Commencement Date of any Facilities Lease or any equipment that becomes attached to the Site at any future date when GTE adds additional equipment to the Site.
- (2) Elimination of interference shall be accomplished first by modification of GTE's equipment and then, if not corrected, by modification of BPA's equipment at the expense of GTE.
- (3) If radio frequency interference results from GTE's operations on a Site, BPA may order corrective measures to be taken immediately and interference eliminated within 5 business days from receipt of notice. In the event that radio frequency interference should result from GTE's installation or operation of the Antenna Facility, or other actions by GTE render BPA's equipment unusable for the operations, control, and protection of the power system, GTE shall be responsible for immediately ceasing such operations or actions, and eliminating the interference to the satisfaction of BPA before resuming operation.

GTE will assume all costs of the corrective measures needed to eliminate any radio frequency interference to BPA's operations arising from GTE's operations or modify it to the satisfaction of BPA.

- (4) In the event that BPA determines that an existing incompatibility between BPA's and GTE's radio systems cannot be corrected, GTE shall cease transmitting operations immediately. The Facilities Lease shall cease and terminate in 30 days. Notwithstanding anything to the contrary contained within this Master Lease, GTE shall not be responsible for remedying any radio frequency interference arising from BPA's failure to operate its equipment in the radio frequency band licensed to BPA by the National Telecommunication and Information Administration (NTIA). BPA shall be responsible for resolving such interference problems to be in compliance with allowable NTIA radio frequency bands.

7. FEES AND CHARGES

(a) **Process Fee**

GTE shall submit a Process Fee of \$400 per Site to begin the initial investigation as to the availability of the Site, and to put a placeholder on the specific Site identified. This fee is not refundable.

(b) **Commitment Fee**

Within 30 calendar days after the execution of each Facilities Lease, GTE shall pay to BPA the appropriate Commitment Fee as specified in Exhibit B. Except as specifically provided in section 12, the Commitment Fee shall be nonrefundable and shall not be applied as an offset to Annual Charges or any other payment due hereunder.

(c) **Annual Charge**

The Annual Charge for each Site shall be paid to BPA in accordance with the schedule set forth in the attached Exhibit A, and based on the sum of the established fees in Exhibit B for each Facilities Lease. The Annual Charge shall commence on the Activation Date, which will be the earlier of:

(1) 30 calendar days after the issuance of permission to install GTE's equipment; or (2) the first day of the month following the Commencement Date. Except as provided in section D below, the Annual Charge shall be payable 30 calendar days after receipt of a written invoice (Payment Date) to BPA at BPA's address in section 17 hereof. Payments not received by BPA when due shall bear an interest at the Interest Rate. Late payments shall be collected pursuant to the Debt Collection Act of 1982, Pub. L. No. 97-365.

(d) **Aggregate Annual Charge**

In the event of more than one Site, the payment shall be an Aggregate Annual Charge for all Facilities Leases under this Master Lease due for the forthcoming year, and summarized in Exhibit C of this Agreement. In the event of a partial year Facilities Lease, charges for such Facilities Lease shall be prorated to the nearest full month and GTE shall be invoiced 30 calendar days after GTE's installation of the Antenna Facilities at a Site. Unless otherwise agreed to by BPA, if a Facilities Lease is terminated on a day other than on the anniversary of the Activation Date, GTE is responsible for payment of the Annual Charge for the entire year in which the termination of such Facilities Lease occurs.

Unless otherwise described in this section, BPA shall provide an invoice to GTE, within the first month of each calendar year for the Aggregate Annual Charge for all Facilities Leases covered under this Master Agreement for such year.

(e) **Escalation of Annual Charge**

The Annual Charge for use of each Site will be subject to review at least annually and revised in accordance with then current values. Lessee will be notified at least 60 days in advance of revised Annual Charges.

8. **OTHER CONSIDERATION**

In addition to the Annual Charge for each Facilities Lease, GTE shall provide to BPA under the terms of GTE's customary use agreement, three standard CDMA handsets with \$65 of airtime credit per handset per month, not to exceed \$325 per month total credit. The \$65 monthly credit per phone shall be exclusive of roaming and long distance charges, and shall not be cumulative (i.e., any credited amount unused shall not accumulate to the next month). BPA shall promptly pay for any charges exceeding the \$65 credit, and roaming or long distance charges upon being billed by GTE. If GTE offers a Commercial Account Plan or similar plan that aggregates air-time minutes across phones by account, BPA shall be entitled to a total credit of \$325 per month (which will be exclusive of roaming and long distance charges) which shall not accumulate from month to month. The three handsets associated with each Facilities Lease will be replaced with three new equivalent models at each Renewal Term of the Facilities Lease. This credit shall only apply to areas covered by GTE Mobilnet network service area.

9. **IMPROVEMENTS**

(a) In the event that construction of Improvements related to a Facilities Lease is not completed at the time of execution of the Facilities Lease, a Target Date for completion shall be set out in the Facilities Lease. As soon as practicable after execution of the Facilities Lease, BPA shall provide to GTE a copy of its plans for construction of the Improvements, and a schedule for completion of construction by the Target Date for GTE's review and approval, which approval shall not be unreasonably withheld or delayed. After approval by GTE, BPA may not make material changes to such plans or

schedule without the approval of GTE, which approval shall not be unreasonably withheld or delayed.

Construction or modification of BPA's existing transmission or microwave structures will be at BPA's expense, in a good and workmanlike manner, and in accordance with applicable construction codes. Except for BPA's gross negligence or willful act, failure of BPA to meet the construction schedule shall not be considered a default under this Master Lease or any Facilities Lease. In addition, the Master Lease or any Facilities Lease shall not be void or voidable nor shall BPA be liable to GTE for any loss or damage of any type or kind resulting from a failure to meet the construction schedule; **provided, however,** that if BPA does not complete the construction of the Improvements within 30 calendar days after the Target Date, GTE shall have the right to terminate such Facilities Lease as provided in section 12.

- (b) BPA shall, at BPA's expense, keep and maintain the Improvements in commercially reasonable condition and repair during the term of any Facilities Lease.
- (c) GTE shall be responsible for arranging for the installation of electric and telephone service to the Site suitable for GTE's use, and shall be responsible for payment of such utility services unless otherwise specified in the Facilities Lease.
- (d) BPA is entitled at any time and without notice to GTE to inspect the Site or the Improvements, excluding the Antenna Facilities.

10. ANTENNA FACILITIES

- (a) BPA may inspect the Antenna Facilities upon 24-hour prior notice to GTE. GTE may have a representative present at any inspection of the Antenna Facilities.

- (b) GTE shall own the Antenna Facilities at all Sites. GTE shall have the right, at its expense, to install, construct, and maintain the Antenna Facilities on Sites excluding transmission structures. BPA shall perform installation, maintenance, and repairs of GTE's Antenna Facilities at BPA's transmission tower Sites in coordination with GTE and at GTE's expense. BPA shall respond to GTE's request to coordinate installation of the Antenna Facilities within 10 business days after receiving GTE's request.
- (c) Roles and responsibilities of each Party for communication tower sites, raw land, and substation sites shall be negotiated by BPA and GTE within each Facilities Lease. Prior to commencing any installation or material alteration of the Antenna Facilities, GTE shall provide to BPA GTE's plans for installation or alteration work for approval, which approval shall not be unreasonably withheld, conditioned, or delayed. If BPA fails to notify GTE of BPA's approval or disapproval of any plans within 15 calendar days after GTE submitted plans, BPA will be deemed to have approved the plans; **provided, however**, BPA may extend the response period up to 30 calendar days by notifying GTE of such extension within 5 business days after GTE's submittal of the plans.
- (d) GTE's replacement of substantially the same equipment in the course of repairs or upgrading the Antenna Facilities shall not be a material alteration. Any structural work or material alteration specifically related to Antenna Facilities on the Site must be approved by a licensed structural engineer at GTE's sole cost and expense and approved by BPA. After prior notification, any alteration that materially increases the size and/or height of the Antenna Facilities shall be approved by BPA and shall result in an increase in the Annual Charge for the Site as negotiated by GTE and BPA after notification described in this section. Any BPA approvals, hereunder, shall not be unreasonably withheld.

All of GTE's work shall be performed at GTE's expense, in a good and workmanlike manner, and in accordance with applicable laws, ordinances, and BPA's safety regulations and policies. Such work shall not adversely affect the structural integrity, maintenance, operations, or use of the Site or the Improvements, and shall not interfere with or adversely affect any Electric Facilities or Access thereto. GTE shall have the right to modify, supplement, replace, or upgrade the Antenna Facilities as necessary, except transmission towers, at any time during the term of the Facilities Lease relating thereto as it may be extended; **provided, however,** that GTE shall not relocate the Antenna Facilities or any portion thereof anywhere on the Site or Improvements. Upon request by GTE, BPA shall modify, supplement, replace, or upgrade the Antenna Facilities and other Improvements on transmission towers, in coordination with GTE at GTE's expense.

GTE is not authorized to contract for or on behalf of BPA for work on, or the furnishing of materials to, any Site or Improvements. GTE may provide recommendations to BPA for work to be done or materials furnished to any Site or Improvements by BPA.

- (e) The Antenna Facilities shall remain the exclusive property of GTE, and GTE shall have the right to remove all or any portion of the Antenna Facilities at any time during the term of this Master Lease or the term of the relevant Facilities Lease.
- (f) Upon expiration or termination of any Facilities Lease, BPA and GTE shall coordinate for the removal of the Antenna Facilities, at GTE's expense, from any Site, and any other property which it brought to, installed on, or deposited at the Site or Improvements, and shall return the subject Site in good condition, normal wear and tear, casualty, and condemnation loss excepted. Failure to remove any property within 30 calendar days after the expiration or earlier termination of the Facilities Lease pertaining to such

property shall be an abandonment and BPA may remove or dispose of any such property at GTE's cost and expense in any manner without liability.

11. ACCEPTANCE OF SITES

GTE is deemed to take possession of the Site on the date that GTE begins installation of Antenna Facilities on the Site. Taking possession of the Site by GTE is conclusive evidence that GTE:

- (a) accepts the Site as suitable for the purposes for which it is leased;
- (b) accepts each Site and Improvements and every part thereof AS IS, with all faults, except for latent defects;
- (c) waives any claims against BPA arising from defects not known to BPA or defects otherwise disclosed to GTE in the Site or Improvements, or their suitability for any particular purposes except as such defects or unsuitability of the Site or Improvements are caused by the negligence or willful act or omission of BPA or BPA's employees, agents, or contractors; and
- (d) if, in the sole and absolute opinion of GTE, the Site or Improvements are not suitable for GTE's intended use, GTE may terminate the Facilities Lease as provided in section 12.

12. TERMINATION

- (a) Except as provided in section 11 and section 23, a Facilities Lease may be terminated only as follows.
 - (1) By BPA upon 90 calendar days written notice to GTE if: (A) any equipment placed on the Site or Improvements by GTE unreasonably interferes with BPA's or any other Telecommunication Provider's use of their respective Facilities; or (B) any equipment placed on the Site

or Improvements by GTE unreasonably interferes with BPA's Access to or use of the Site or Improvements to carry out its power responsibility; **provided, however**, with respect to this clause, GTE shall have 90 calendar days after notice from BPA to resolve such interference and BPA shall, at GTE's expense, reasonably cooperate with GTE to resolve any such interference.

- (2) By GTE upon 30 calendar days prior written notice if it is unable to obtain, after reasonable efforts to do so, any Governmental and Zoning Approvals provided that all construction costs incurred by BPA shall be reimbursed by GTE.
- (3) By GTE, upon 30 calendar days prior written notice to BPA, if GTE is unable to obtain any easement described in section 5.
- (4) By GTE, in accordance with section 7, upon 2 business days prior written notice to BPA, which notice shall be given within 30 calendar days after the execution of the applicable Facilities Lease;
- (5) By GTE, in accordance with section 9, upon 2 business days prior written notice to BPA, which notice shall be given within 60 calendar days after the Target Date.
- (6) By GTE, in accordance with section 18, upon 10 business days prior written notice to BPA.
- (7) By GTE upon 60 calendar days prior written notice if GTE determines, in its reasonable discretion exercised in good faith that the subject Site is no longer consistent with the minimal operational requirements of GTE's communications system.

(8) If incompatibility existing between the Parties' radio systems cannot be corrected as described in section 6, Interference, the lease shall terminate 30 calendar days after ceasing operating.

(b) In the event of termination of a Facilities Lease under this section 12, any prepaid Commitment Fees or Annual Charges applicable under this Agreement shall be nonrefundable by BPA to GTE.

13. CONDEMNATION AND CASUALTY

If at any time during the term of any Facilities Lease all or "substantially all" (such that the remaining portion thereof shall not be of sufficient size or condition to permit the continuation of GTE's use in a commercially reasonable manner) of the Site or Improvements applicable to such Facilities Lease shall be taken in the exercise of the power of eminent domain by any governmental or other authority, or by deed in lieu of condemnation, or shall be damaged or destroyed, then such Facilities Lease shall terminate, which termination shall be effective as of the date of the vesting of title in such taking or such damage or destruction. With respect to condemnation, the Parties shall each be entitled to pursue their own separate awards with respect to such taking. In the event of any damage, destruction, or taking of less than all or substantially all of the Site or Improvements, such Facilities Lease shall continue, and BPA and GTE shall be entitled to pursue their own separate awards with respect to any taking.

14. TAXES AND FEES

(a) GTE shall pay any fees, licenses, or taxes, including, but not limited to any personal property taxes assessed on, or any portion thereof attributable to, the Antenna Facilities and GTE's construction, operation and maintenance thereof. GTE shall also pay any increase in real property taxes, or any fees and assessments levied against GTE which are attributable to GTE's use of the Antenna Facilities through an adjusted Annual Charge. GTE acknowledges that if there are other lessees in addition to GTE leasing the

Site or Improvements, GTE and each other lessee shall pay an equal portion of such increase. BPA agrees to furnish proof to GTE of such increase in real property taxes and the amount of any such fees and assessments.

- (b) GTE shall keep any Site and Improvements free from any liens and encumbrances, arising from its performance of this Agreement. BPA shall have the right, but not obligation, to pay all amounts due and discharge such lien or encumbrance, upon 30 calendar days prior written notice to GTE. In the event BPA causes such liens or encumbrances to be discharged, GTE shall pay such amounts to BPA upon demand together with interest at the Interest Rate, accruing from the date that BPA makes payment discharging such liens or encumbrances until the date BPA receives full reimbursement from GTE.

15. **INSURANCE**

- (a) **General**

At all times during the term of this Master Lease, GTE, at its own cost and expense, shall provide and maintain the insurance specified by this section.

- (b) **Evidence Required**

On the effective date of this Master Lease, GTE shall provide BPA with a certificate of insurance ("Certificate of Insurance") executed by an authorized representative of the insurer(s) evidencing that GTE's insurance complies with this section. A copy of all required endorsements shall be attached to and form a part of the Certificate of Insurance.

- (c) **Notice of Cancellation, Reduction, or Material Change in Coverage**

Policies shall be endorsed to provide BPA with 30 calendar days' prior written notice of any cancellation, reduction, or material change in coverage. If insurance coverage is due to be canceled, reduced, or materially changed, GTE shall, within 30 calendar days before the effective date of such

cancellation, reduction, or material change, obtain the coverage required under this section 15 and provide to BPA documentation evidencing such coverage. GTE shall be responsible to the extent not caused by BPA's negligence, for the costs of any damage, liability, or injury occurring during such cancellation, reduction, or material change in insurance coverage which are not otherwise covered by insurance; provided that GTE shall not be responsible for the costs of any damage, liability, or injury occurring during any such period if such damage, liability, or injury was caused by BPA's negligence or willful misconduct.

(d) **Qualifying Insurers**

Policies shall be issued by companies which hold a current policyholders alphabetic and financial size category rating of not less than A:X, according to Best's Insurance Reports.

(e) **Insurance Required**

(1) **Liability**

Commercial general liability insurance for bodily injury (including death) and property damage shall provide limits of not less than \$10 million per occurrence.

(A) Coverages included shall be:

- (i) Sites and operations;
- (ii) broad form property damage;
- (iii) products and completed operations;
- (iv) blanket contractual liability;

- (v) personal injury liability;
- (vi) cross-liability and severability of interests; and
- (vii) independent contractors liability.

(B) Coverage shall be endorsed to include the following:

- (i) inclusion of GTE, its officers, representatives, agents, and employees as an additional insured as respects services or operations in connection with this Agreement; and
- (ii) stipulation that the insurance is primary insurance and that no insurance or self-insurance of BPA will be called upon to contribute to a loss.

(2) **Business Automobile Liability Insurance**

Business Automobile Liability Insurance for bodily injury (including death) and property damage shall provide total limits of not less than \$2 million combined single limit per occurrence to all owned, nonowned, and hired vehicles.

(3) **Workers' Compensation/Employer's Liability Insurance**

Statutory Workers' Compensation and Employer's Liability Insurance for not less than \$1 million per occurrence shall apply to employer's liability coverage for all employees engaged in services or operations under this Agreement. The policy shall include broad form all-States/other States coverage.

(f) **Special Provisions**

- (1) The foregoing requirements as to the types and limits of insurance coverage to be maintained by GTE, and any approval of said insurance by BPA or GTE, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by GTE pursuant to this Agreement, including, but not limited to, the provisions concerning indemnification.
- (2) BPA acknowledges that some insurance requirements contained in this section 15 may be fulfilled by a funded self-insurance program of GTE. However, this shall not in any way limit liabilities assumed by GTE under this Agreement. Any use of self-insurance must be first approved in writing by BPA.

16. INDEMNIFICATION; WAIVER OF DAMAGES

(a) **Indemnification By GTE**

- (1) To the extent allowed by law, GTE shall release and indemnify, defend, and hold harmless BPA and each of its directors, officers, agents, representatives, subcontractors, and employees (the "BPA's Indemnitees") from and against any and all claims for injury to or death of a person, including an employee of BPA or a BPA Indemnatee, or for loss of or damage to property resulting directly or indirectly from GTE's performance or nonperformance of this Master Lease or a Facilities Lease, except to the extent that such claim is the result of the negligence or willful misconduct of a BPA or BPA Indemnatee.
- (2) If negligence or willful misconduct of a BPA or a BPA Indemnatee has contributed to a claim, GTE shall not be obligated to indemnify BPA

or BPA Indemnitees for the proportionate share of such claims caused by such negligence or willful misconduct. BPA shall have the right, at its own cost, to retain counsel, to monitor, or participate in the defense of any claim.

(b) **Indemnification By BPA**

- (1) To the extent allowed by the Federal Tort Claims Act, BPA shall release and indemnify, defend, and hold harmless GTE and each of its directors, officers, agents, representatives, subcontractors, and employees (the "GTE Indemnitees") from and against any and all claims for injury to or death of a person, including an employee of GTE or an GTE Indemnity, or for loss of or damage to property resulting directly or indirectly from BPA's performance or nonperformance of this Master Lease or a Facilities Lease, except to the extent that such claim is the result of negligence or willful misconduct of GTE or a GTE Indemnitee.
- (2) If negligence or willful misconduct of a GTE or a GTE Indemnitee has contributed to a claim, BPA shall not be obligated to indemnify GTE or GTE Indemnitees for the proportionate share of such claims caused by such gross negligence or willful misconduct. GTE shall have the right, at its own cost, to retain counsel, to monitor, or participate in the defense of any claim.

(c) **Waiver of Certain Damages**

Each Party hereby waives any right to consequential, incidental, special or indirect damages, or damages for lost profits or exemplary damages with respect to any claim arising out of or related to this Master Lease or a Facilities Lease.

17. NOTICES

All notices, requests, demands, and other communications shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to BPA regarding
the Master Lease Agreement:

Bonneville Power Administration
P.O. Box 3621
Portland, OR 97208-3621
Attn: Kevin Ward, Telecommunication
Services Specialist

With a copy to:

Bonneville Power Administration
P.O. Box 3621
Portland, OR 97208-3621
Attn: Jane Selby, Contract Management

If to BPA regarding
Payments & Financial Matters:

Bonneville Power Administration
Accounting Operations - FRO
P.O. Box 6040
Portland, OR 97208-6040

With a copy to:

Bonneville Power Administration
P.O. Box 3621
Portland, OR 97208-3621
Attn: Kevin Ward - TETE
Phone: (503) 230-3860
Fax: (503) 230-7675

If to GTE:

GTE Mobilnet Incorporated
Attn: Network Director
Phone:
FAX:

with a copy to:

Attn: Legal Department

Each Party may change its address for notice purposes by delivering written notice of the changed address to the other Party.

18. **QUIET ENJOYMENT, TITLE, AND AUTHORITY**

- (a) BPA covenants and warrants that: (1) it has full right, power, and authority to execute this Master Lease and each Facilities Lease and has the power to grant all rights hereunder and thereunder; (2) it has either a fee or leasehold interest in the Sites free and clear of any liens, mortgages, restrictions, or other encumbrances thereon that will interfere with GTE's use of the Sites; (3) its execution and performance of this Master Lease and each Facilities Lease will not violate any laws, ordinances, or covenants, or the provisions of any mortgage, lease, or other agreement binding on BPA; and (4) GTE shall have the quiet enjoyment of the Sites, and GTE shall not be disturbed as long as GTE is not in default beyond any applicable grace or cure period.
- (b) GTE covenants and warrants that it has full right, power, and authority to execute this Master Lease and each Facilities Lease and the execution and performance thereof will not violate any laws, ordinances, or covenants, or the provisions of any agreement binding on GTE. GTE acknowledges and agrees that this Master Lease and each Facilities Lease is subject and subordinate at all times to: (1) the lien of all mortgages and deeds of trust securing any amount or amounts whatsoever which may now exist or hereafter be placed on or against any Site or Improvements or on or against BPA's interest or estate therein; and (2) any underlying ground lease, all without the necessity of having further instruments executed by GTE to effect such subordination, but, with respect to any such liens or any ground leases which arise following execution of this Master Lease, only upon the condition that any such mortgagee, beneficiary, trustee, or ground BPA expressly agrees not to disturb the rights of GTE under this Master Lease and each Facilities Lease.
- (c) This Master Lease and each Facilities Lease is subject to any restriction or other terms or conditions contained in any underlying ground lease, and GTE acknowledges and agrees to commit no act or omission which would

constitute a default under any ground lease provided that BPA has provided a copy of such ground lease to GTE prior to the execution of the applicable Facilities Lease. If a particular restriction contained in a ground lease and not set forth in this Master Lease or the applicable Facilities Lease prevents GTE from the construction, operation or maintenance of or Access to the Antenna Facilities, GTE may terminate the applicable Facilities Lease as provided in section 12. BPA agrees that it will not breach the terms or conditions of the ground lease of any other agreement of which it is a party affecting the Site or Improvements in a manner that adversely affects or will adversely affect GTE's use of the Site or Improvements.

19. ENVIRONMENTAL LAWS

- (a) BPA and GTE agree neither they nor anyone acting on their behalf will bring, keep, or use hazardous substances at or on the Sites except for those necessary for use in their respective businesses, in which case they are to be handled, stored, used, and disposed of in compliance with applicable laws, regulations, and ordinances.
- (b) Hazardous substance, as used herein, shall mean all materials which have been determined to be hazardous to health or the environment by virtue of being: (1) a hazardous waste as defined by the Resource Conservation and Recovery Act; (2) a hazardous substance as defined in the Comprehensive Environment, Compensation, and Liability Act; (3) a substance regulated by the Toxic Substances Control Act; (4) substances regulated by the Federal Insecticide, Fungicide, Rodenticide Act in accordance with the applicability provisions of such Act; (5) hazardous substances or hazardous wastes as defined in the Washington Model Toxics Control Act or the Washington Hazardous Waste Management Act; and (6) substances regulated by other applicable state hazardous and toxic regulations. Reference to specific statutes include amendments as they are made from time to time, as well as the regulations promulgated thereunder.

- (c) BPA and GTE each represent, warrant, and agree that they will conduct their activities on each Site in compliance with all applicable environmental laws meaning any and all local, State or Federal statutes, regulations, or ordinances pertaining to the environment or natural resources.
- (d) GTE agrees to indemnify and hold BPA and its affiliates harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses arising from or due to the existence or discovery of any hazardous substance at or on the Sites if GTE or its agent, contractor, employees, or invitees is responsible for the introduction into the environment of the hazardous substance. This indemnity shall specifically include, without limitation, any and all costs due to hazardous substances which flow, diffuse, migrate, or percolate into, onto or under the property, or from the property to neighboring property or groundwater after the Agreement commences; however, it shall not include the cost of repairing BPA's equipment.
- (e) BPA agrees to indemnify and hold GTE harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses that GTE may suffer arising from or due to the existence or discovery of any hazardous substance at or on the Sites if BPA or its agent, contractor, employees or invitees is responsible for the introduction into the environment of the hazardous substance. This indemnity shall specifically include, without limitation, any and all costs due to hazardous substances which flow, diffuse, migrate, or percolate into, onto, or under the property, or from the property to neighboring property or groundwater after the Agreement commences; however, it shall not include the cost of repairing GTE's equipment.
- (f) The indemnifications in this section 19 specifically include costs incurred in connection with any investigation of Site conditions or any cleanup, remediation, removal, or restoration work required by any governmental authority. The provisions of this section will survive the expiration or termination of this Master Lease and of any Facilities Lease.

20. ASSIGNMENT AND SUBLEASING

- (a) GTE shall not assign this Master Lease, any Facilities Lease, any Sites, or any of its rights with respect thereto, or relinquish possession of the Sites or any part thereof, or permit any other person to use the Sites or any part thereof, except GTE may assign this Master Lease, and any Facilities Lease and its rights with written notice provided to BPA to any entity which: is a parent, subsidiary, or affiliate of GTE; is merged or consolidated with GTE; or purchases a majority or controlling interest in the ownership or assets of GTE, provided such entity shall in writing assume without limitation this Master Lease and each applicable Facilities Lease. Any other assignment by GTE of this Master Lease and any Facilities Lease shall be only after written consent by BPA, such consent not to be unreasonably withheld.
- (b) Notwithstanding paragraph (a) of this section 20, GTE may, upon notice to BPA, mortgage, or grant a security interest in this Master Lease or any Facilities Lease, and any wireless communications equipment, and may assign this Master Lease, or any Facilities Lease, and any wireless communications equipment, to any such mortgagees or holders of security interests including their successors or assigns (hereinafter collectively referred to as "mortgagees"), provided such mortgagees agree to be bound by the terms and provisions of this lease. In such event, BPA shall execute such consent to GTE's leasehold financing as may reasonably be required by mortgagees. BPA agrees to notify GTE of any default by GTE and to give mortgagees the same right to cure any default as GTE, or to remove any property of GTE located on the Site, except that the cure period for any mortgagee shall not be less than 30 calendar days after receipt of the default notice, as provided in section 23 of this Master Lease.
- (c) BPA may assign this Master Lease, any Facilities Lease, any Sites, or any of its rights with respect thereto without the approval or consent of GTE.

21. SUCCESSORS AND ASSIGNS

This Master Lease and any Facilities Lease shall be binding upon and inure to the benefit of the Parties, their respective successors, personal representatives, and assigns.

22. WAIVER OF LANDLORD'S LIEN

The Antenna Facilities shall be deemed GTE's personal property for purposes of this Master Lease and each Facilities Lease, regardless of whether any portion thereof is deemed real or personal property under applicable law, and except as otherwise provided in this Master Lease or in any Facilities Lease, BPA hereby consents to GTE's right to remove all, or any portion, of any Antenna Facilities from time to time in GTE's sole discretion.

23. DEFAULT AND REMEDIES

(a) **Default By GTE**

GTE shall be considered in default if any one or more of the following events occurs:

- (1) GTE fails to pay any amounts due under this Master Lease other than amounts payable due to GTE's use of a Site under a Facilities Lease, within 10 business days after written notice of such failure from BPA;
- (2) GTE fails to pay any amounts payable due to GTE's use of a Site under a Facilities Lease within 10 business days after written notice of such failure from BPA;
- (3) a petition is filed by or against GTE under the Federal Bankruptcy Code or any similar law or statute of the United States or any State (and with respect to any petition filed against GTE, such petition is not dismissed within 60 calendar days after the filing thereof), or GTE is adjudged bankrupt or insolvent, or a receiver, custodian, or trustee

is appointed for GTE or for any of the assets of GTE which appointment is not vacated within 30 calendar days of the date of the appointment, or GTE becomes insolvent, is unable to pay its debts as they become due, or makes a transfer in fraud of creditors;

(4) GTE fails to perform or observe any nonmonetary term or condition of this Master Lease or a Facilities Lease relating to GTE's operations at a specific Site, and not all Sites leased under this Master Lease and such failure continues for 30 calendar days after written notice from BPA; **provided, however**, that if such failure is capable of being cured, but not within such 30 calendar day period, such period shall be extended so long as GTE commences appropriate curative action within such 30 calendar day period, and thereafter diligently prosecutes such cure to completion as promptly as possible.

(b) **Default By BPA**

BPA will have committed an Event of Default if BPA fails to perform or observe any term or condition of this Master Agreement or a Facilities Lease and such failure continues for 30 calendar days after written notice from GTE; **provided, however**, that if such failure is capable of being cured, but not within such 30 calendar day period, such period shall be extended so long as BPA commences appropriate curative action within such 30 calendar day period, and thereafter diligently prosecutes such cure to completion as promptly as possible.

(c) **Remedy**

A default under paragraphs (1) or (3) of paragraph (a) of this section 23 shall be a default under this Master Lease, and a default under paragraphs (2) or (4) shall be a default under the applicable Facilities Lease.

So long as an Event of Default under this Master Lease continues, BPA (without notice or demand except as expressly required above) may, in

addition to any other remedy it may have under applicable law, terminate this Master Lease and all Facilities Leases.

So long as an Event of Default applicable to a Facilities Lease continues BPA (without notice or demand except as expressly required above) may, in addition to any other remedy it may have under applicable law, terminate the applicable Facilities Lease. In either event GTE shall surrender the applicable Sites within 30 days of termination.

24. MISCELLANEOUS

- (a) This Master Lease and each Facilities Lease shall constitute the entire agreement and understanding of the Parties with respect to the Site and Improvements that are the subject matters of the Facilities Lease and supersedes all offers, negotiations, and other agreements, with respect thereto. Each Facilities Lease shall be a separate contract and, except as otherwise provided herein the occurrence of any default under one Facilities Lease, shall not be deemed to constitute a default under any other Facilities Lease. There are no representations or understandings of any kind not set forth in this Master Lease or in the Facilities Leases. Any amendment to this Master Lease or any Facilities Lease must be in writing and executed by both Parties.
- (b) Either Party hereto that is represented in this transaction by a broker, agent, or commission salesperson (a "Representative") shall be fully and exclusively responsible for the payment of any fee, commission, or other compensation owing to such Representative, and shall indemnify and hold the other Party harmless from and against any claim to a fee, commission, or other compensation asserted by such Representative, including reasonable attorneys' fees and costs incurred in defending such claim.

- (c) Each Party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease) necessary to protect its rights under this Master Lease and any Facilities Lease. Neither Party shall record this Master Lease or any Facilities Lease pertaining thereto, but GTE may record, in lieu thereof, the aforementioned Memorandum of Lease.
- (d) This Master Lease and any Facilities Lease shall be construed in accordance with Federal law and, to the extent applicable, the laws of the State in which the Sites are located.
- (e) If any term of this Master Lease or any Facilities Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Master Lease or such Facilities Lease, which shall continue in full force and effect; provided that BPA shall have the right to terminate this Master Lease if the invalidity of any provision causes a material frustration of this Master Lease such that GTE cannot perform under section 12.

25. FORCE MAJEURE

If a party is delayed or hindered in, or prevented from the performance required under this Master Lease or any Facilities Lease by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God or other events, causes or conditions beyond such Party's reasonable control, such Party claiming Force Majeure shall give notice and full particulars of such Force Majeure in writing to the other Party within 5 business days after the occurrence of the Force Majeure event, cause, or condition. Any obligations that such Party claims it is unable to perform due to Force Majeure shall be suspended during the continuance of such event of Force Majeure. The Party claiming Force Majeure shall use reasonable efforts to remedy and minimize the effects of such Force Majeure within 90 calendar days from the date of notice of such Force Majeure. The period for the performance shall be extended for the period of such delay. If the performance of such suspended obligations is not resumed after the 90-calendar day period, either Party may terminate the applicable Facilities Lease or, if applicable, the Master Lease.

Neither Party shall be liable under this Master Lease or any Facilities Lease for, or be considered to be in breach or default under, this Master Lease or any Facilities Lease on account of any delay in performance due to Force Majeure unless otherwise specified in either agreement.

26. AUDIT PROCEDURES

(a) Records

The Parties shall maintain true and correct sets of records in connection with the performance of this Master Lease and all transactions related thereto and shall retain all such records for a period of not less than 3 years. The Parties shall also maintain true and correct sets of records in connection with its accounting, billing, and collection relating to amounts payable hereunder, and shall retain all such records for a period of not less than 3 years after each such transaction.

(b) Audit Rights

Either Party shall have the right to perform an audit of each other's books, records, and documents used in or relating to the costs to construct, repair, and maintain the Site and Improvements under the Master Lease and Facilities Lease. Such audit may be performed within 36 months after the date that a bill or refund voucher is rendered by either Party. Each Party shall be responsible for all expenses incurred in the performance of an audit pursuant to this section. In the event that the Parties agree that the auditing party's audit is determined to be correct, the nonauditing party shall reimburse the auditing party the agreed upon amount. In the event that the nonauditing party disagrees with the results of the other Party's auditing and resolution is not reached between the Parties, the Parties agree to resolve the dispute pursuant to section 27 of this Agreement.

27. DISPUTE RESOLUTION

- (a) Pending resolution of a disputed matter, the Parties shall continue performance of their respective obligations hereunder, provided that neither Party shall be required to take any action pending such resolution which it had been advised by counsel, or which it reasonably believes, is unlawful or not permitted pursuant to applicable regulations or permit requirements. Other than disputes relating to safety or which may be the basis for an injunction or temporary restraining order, any dispute between the Parties arising out of this Agreement or breach thereof, or out of performance under this Agreement, is subject to the process described in this section 27. The Parties shall first attempt to resolve such dispute by mediation. If not resolved by mediation, then the matter must be submitted to the American Arbitration Association (AAA) for arbitration before a sole arbitrator.
- (b) A meeting will be held promptly between the Parties to attempt in good faith to negotiate a resolution of the dispute. The meeting will be attended by individuals with decisionmaking authority regarding the dispute. If within 30 calendar days after such meeting the Parties have not succeeded in resolving the dispute, within 30 calendar days thereafter, upon the written notice from either Party to the other Party, the Parties shall submit the dispute to a mutually acceptable third party mediator who is acquainted with dispute resolution methods. The mediation shall be nonbinding. If the dispute is not resolved by mediation either Party may initiate an arbitration with the AAA, upon the written notice from either Party to the other Party. The dispute shall be resolved by arbitration under the rules and administration of the AAA, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Neither Party is entitled to seek or recover punitive damages in considering or fixing any award under these proceedings.

- (c) The costs of mediation and arbitration, including any mediator's fees, AAA administration fee, the arbitrators fee, and costs for the use of facilities during the hearings, shall be borne equally by the Parties. Reasonable attorneys' fees may be awarded to the prevailing party (provided such a party

can clearly be determined from the proceedings) at the discretion of the arbitrator. Each Party's other costs and expenses will be borne by the Party incurring them.

IN WITNESS WHEREOF, the Parties have entered into this Master Lease Agreement as of the date first written above.

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By John R. Cowger
Manager for Real Estate

Name John R. Cowger
(Print/Type)

Date 8/19/96

GTE MOBILNET INCORPORATED

By Donald M. Fye

Name Donald M. Fye
(Print/Type)

Title AVP, Network Eng. + Maint.

Date 8/21/96

(MCPLAN-TMC-W:\TMC\GTETELE.DOC)

FACILITIES LEASE

No. _____

(Multiple Site Component)

THIS FACILITIES LEASE, is entered into this _____ day of _____, 1996, between the UNITED STATES OF AMERICA (Government), Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (BPA), and GTE Mobilnet Incorporated (GTE), a Delaware corporation, each of which may be referred to herein individually as a "Party" and collectively as "Parties."

1. INCORPORATION OF MASTER LEASE

All terms and conditions of the Master Lease between BPA and GTE, dated _____, 1996, are incorporated herein by reference and made a part hereof without the necessity of attaching the original or any copy of the Master Lease. The terms and conditions of the Facilities Lease shall govern with respect to the subject matter hereof, and, unless otherwise defined herein, capitalized terms shall have the respective meanings ascribed thereto in the Master Lease.

2. TERM

The initial term of this Facilities Lease shall be 5 years, commence on execution hereof and expire on _____.

3. AMENDMENTS

Amendments to this Facilities Lease, including any exhibits, shall be made by mutual agreement of the Parties.

4. ANNUAL CHARGE

The Annual Charge hereunder shall be payable as provided in the Master Lease in the amount of \$_____ per year.

5. SITE

(a) The location of the Site is:

(b) The legal description of the Site is set forth on Exhibit ___ hereto.

6. EASEMENT

The location of the Easement with respect to the Site is set forth on Exhibit ___ hereto.

7. ACCESS

Access to the Site will be as follows:

8. IMPROVEMENTS

(a) The Improvements constructed or to be constructed on the Site are as follows:

(b) The Improvements are situated on the Site as depicted on the drawing attached hereto as Exhibit ___.

(c) The Target Date for the Improvements is _____.

9. SITES

The Sites, together with the Easements, leased by BPA to GTE are as depicted on the drawing attached hereto as Exhibit ___.

10. ANTENNA FACILITIES

(a) The Antenna Facilities are described as follows:

(b) A description of the Cabinets to be used:

(c) The additional facilities or services necessary include:

(d) The Antenna Facilities shall be initially configured generally as set forth in Exhibit ____.

11. COORDINATION PROVISIONS BETWEEN BPA AND GTE

12. ADDITIONAL PROVISIONS

13. PROJECT DESCRIPTION

Attached _____

None Attached _____

14. ANNUAL CHARGE

Charges	Amount
Annual Charge	
Processing Fee	
Commitment Fee	
Total Annual Fee	

The Parties have entered into this Facilities Lease as of the first date above written.

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By _____
Manager for Real Property
Management

Name Renee Ferrera
(Print/Type)

Date _____

GTE MOBILNET INCORPORATED

By _____

Name _____
(Print/Type)

Title _____

Date _____

SITE LEASE ACTIVITIES AND CHARGES

This exhibit provides standard charges for leased Sites at substations, communication tower sites, raw land, and transmission towers. If a Site has to be modified to accommodate a nonstandard request, an additional reimbursement of construction costs will be determined pursuant to the appropriate table addendum to Exhibit A.

Standard Leased Site Activities and Charges

1. Substations or Communication Tower Sites

A standard Site package includes: (a) BPA-provided space on the existing structure at 100 feet or; (b) up to a 10 foot by 12 foot pad area for cabinets/equipment will be constructed by BPA at BPA's expense; (c) GTE may install, operate, and maintain a maximum of six antenna on BPA's structure; (d) if the Site is a Fee-Owned Site, BPA may obtain any necessary public approvals for GTE; (e) if the Site is a Non-Fee-Owned Site, GTE shall obtain all necessary public approvals; and (f) regardless of ownership rights by BPA, GTE will obtain FAA approval and perform any necessary FCC filing. Any deviations from this standard Site package are considered "Non-Standard Leased Site Activities and Charges" and are addressed within such section of this exhibit.

(1)	Processing Fee (one time, up front)	\$ 400
(2)	Commitment Fee (one time, up front)	\$4,000
(3)	Tower Co-Location Fee on an existing structure or on a newly erected monopole up to 100 feet in height.	
	(A) If Standard Location	\$1,500/mo.
	(B) If Wind/Ice Location	\$1,900/mo.

2. Raw Land Sites

A standard Site package includes: (a) BPA providing 1,000 square feet of land for GTE's construction, operation, and maintenance of a tower structure, Antenna Facility and other related equipment and Improvements at GTE's expense; (b) if the Site is a Fee-Owned Site, BPA will obtain any necessary public approvals for GTE; (c) if the Site is a Non-Fee-Owned Site, GTE will obtain all necessary public approvals; and (d) regardless of ownership rights by BPA, GTE will obtain FAA approval and perform any necessary FCC filing. Any deviations from this standard Site package are considered "Non-Standard Leased Site Activities and Charges" and are addressed within such section of this exhibit.

- | | | |
|-----|-------------------------------------|-----------|
| (1) | Processing Fee (one time, up front) | \$400 |
| (2) | Standard Site | \$800/mo. |

3. **Transmission Tower Sites**

A standard Site package includes: (a) Space provided by BPA on the existing structure at a minimum of 100 feet; (b) up to a 10 foot by 12 foot pad area for cabinets/equipment will be constructed by BPA at BPA's expense; (c) GTE may install, operate, and maintain a maximum of six antennae on BPA's structure, in coordination with BPA; (d) if the Site is a Fee-Owned Site, BPA will obtain any necessary public approvals for GTE; (e) if the Site is a Non-Fee-Owned Site, GTE will obtain all necessary public approvals; and (f) regardless of ownership rights by BPA, GTE will obtain FAA approval and perform any necessary FCC filing. Any deviations from this standard Site package are considered "Non-Standard Leased Site Activities and Charges" and are addressed within such section of this exhibit. All construction, installation, maintenance, and repair activities on this property type will be coordinated between BPA and GTE unless stated otherwise in the Facilities Lease

- | | | |
|-----|--|-------------|
| (1) | Processing Fee (one time, up front) | \$400 |
| (2) | Commitment Fee (one time, up front) | \$4,000 |
| (3) | Tower Co-Location Fee on an existing structure up to 100 feet in height (BPA perfects easement up front) | \$1,500/mo. |

4. **Non-Standard Leased Site Activities and Charges**

- | | | |
|-----|--|------------------------|
| (a) | Additional Tower Height Fee
Any additional height required on a BPA structure over 100 feet. | \$1.50/ft./mo. |
| (b) | Additional Antenna Height Fee
Any additional height required for installation of GTE's Antenna Facilities over 100 feet at any existing BPA owned structure. | \$1.50/ft./antenna/mo. |
| (c) | Additional Antenna Fee
Any additional antennae required over six panels/whips per Antenna Facility. | \$150/mo. |

- (d) **Additional Cabinet/Equipment Pad Fee** \$200/mo.
Any pad area required in excess of the standard 10' by 18' area (BPA to construct for GTE at BPA's expense).
- (e) **Additional Area Fee** \$200/mo.
Any additional ground area (without pad construction) required for related equipment or Improvements. This fee does not apply to Raw Land Sites.
- (f) **Additional Raw Land Fee** \$.50/sq. ft./mo.
(Applies to Raw Land Sites Only)
Any land required in excess of the standard 1,000 square feet provided by BPA.
- (g) **Ice Shield Fee** \$6,500/Site
At GTE's option, provided, installed and maintained by BPA at BPA's expense.
- (h) **Site Escort Service Fee** (to be determined)
BPA's fee for accompaniment to the Site in situations where coordination for GTE's investigation, testing, construction, installation, maintenance, repair and dismantlement is required, pursuant to this Master Lease, or reasonably required by BPA. Dependent on the required expertise level of the individual(s) involved with BPA's escort service, the hourly rate will be determined at time of request, billed with reasonable supporting documentation and made part of the Annual Charge for the respective Facilities Lease.
- (i) **Utility Service Fee** (to be determined)
At GTE's option, BPA will provide electricity and telephone service to the Site. Dependent on the scope of the work at a particular Site, the fee will be negotiated at the time of request, billed with reasonable supporting documentation and made part of the Annual Charge for the respective Facilities Lease.

Exhibit C, Page 1 of 1
Contract No. 96MS-95361
GTE Mobilnet Incorporated
Effective on the Effective Date

SUMMARY OF AGGREGATE ANNUAL CHARGE

Facilities Lease Number	Charges	In-Service Date
--------------------------------	----------------	------------------------

Total Annual Charges

Annual Amount due BPA =

(MCPLAN-TMC-W:\TMC\GTETELE.DOC)

Exhibit D, Page 1 of 1
Contract No. 96MS-95361
GTE Mobilnet Incorporated
Effective on the Effective Date

NON-BPA WORKER ENTRANCE

[Insert Text Here]

(MCPLAN-TMC-W:\TMC\GTETELE.DOC)

Note:

*This is a copy.
Signed original never
returned to BPA.
No original available,
according to JM Consulting*

FACILITIES LEASE

Lease No. 970319

This Facilities Lease Agreement ("Facilities Lease") is entered into this _____ day of _____, 1997, between the UNITED STATES OF AMERICA (Government), Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION ("Lessor") and GTE MOBILNET INCORPORATED ("Lessee"), a Delaware corporation, each of which may be referred to herein individually as a "Party" and collectively as "Parties".

1. INCORPORATION OF MASTER LEASE

This lease is a "Facilities Lease" as referenced in that certain Master Lease Agreement between Lessor and Lessee dated August 21, 1996 (the "Master Lease"). All of the terms and conditions of the Master Lease are hereby incorporated herein by reference and made a part hereof without the necessity of attaching hereto the original or any copy of the Master Lease. The terms and conditions of the Facilities Lease shall govern with respect to the subject matter hereof, and, unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed thereto in the Master Lease.

2. TERM

The initial term of this Facilities Lease shall be 5 years, commencing on June 21, 1997, and expiring on June 21, 2002.

3. AMENDMENTS

Amendments to this Facilities Lease, including any exhibits, shall be made by mutual agreement of the Parties.

4. ANNUAL CHARGE

The Annual Charge hereunder shall be payable as provided in the Master Lease in the amount of \$19,140 per year. (See attached Exhibit A, Cost Breakdown Sheet.) The Activation Date, as defined in Section 7(c) of the Master Lease, is July 1, 1997.

5. SITE

- (a) The location of the Site is:
The Bonneville Power Administration's Structure BE66, Tower 14/6 of the Kitsap-Fairmount #1 (operated as Kitsap-Bangor #1) Transmission Line.

- (b) The legal description of the Site is:
In the SW 1/4 of the SW 1/4, Section 28, Township 26 North, Range 1 East, W.M., Kitsap County, Washington, at the Bonneville Power Administration's Station 2257+39.1 on its survey line for the transmission line referred to in Subparagraph 5(a), above.
- (c) The location of the Site is set forth in the deed entitled "Transmission Line Easement", dated June 25, 1963, and recorded on July 11, 1963, in Volume 780 at Page 489, under Auditor's No. 798773, in the records of Kitsap County, Washington, a copy of which is attached hereto as Exhibit B.

6. LESSOR'S INTEREST IN THE SITE

FEE OWNED Yes No

If not fee owned:

Lessor's easement or other property interest in the Site is sufficient (as determined by Lessor) to grant access to the Site and the permitted use.

Lessor's easement or other property interest in the Site may be insufficient to grant access to the Site and the permitted use and the Lessee shall be responsible for obtaining additional rights to the Site for access and for the Lessee's permitted use, all as determined by the Lessee.

7. ACCESS

Access to the site will be provided by Bonneville Power Administration escort.

8. ESCORT SERVICE REQUIRED TO THE SITE (\$75.00 PER HOUR)

YES NO

If yes, contact:

Gary Westling, Line Foreman III, at (360) 352-1155.

Number/type of Site visits per year: One visit per month for inspection of equipment on the ground and one visit per year for full site inspection.

9. IMPROVEMENTS

- (a) The Improvements constructed or to be constructed on the Site are as follows:
None.
- (b) The Improvements are situated on the Site: *N/A.*

10. PREMISES

The Premises leased by Lessor to Lessee are located as depicted on the drawing attached hereto as Exhibit C.

11. ANTENNA FACILITIES

- (a) The Antenna Facilities are described as follows:
Six panel antennas at approximately the 85' level.
- (b) A description of the Cabinets to be used:
Self-contained, weatherproof radio equipment cabinet(s).
- (c) The additional facilities or services necessary include:
Concrete equipment pad; transition vault; coaxial cable; waveguide with sheet metal shroud; utility service mounting frame; ice canopy.
- (d) The Antenna Facilities shall be initially configured as constructed and shall be shown on as-built drawings to be submitted to Lessor by Lessee.

Installation of Lessee's equipment to be in accordance with "PCS on BPA Transmission Structures Engineering and Safety Design Requirements", attached hereto as Exhibit D, or with such engineering and safety guidelines as Lessor may provide to Lessee in the future to reflect updated safety information.

12. COORDINATION PROVISIONS BETWEEN LESSOR AND LESSEE

An agreement to address future maintenance and operations will be forthcoming. Until that time, Lessee will call the Dispatcher at the Bonneville Power Administration's Vancouver Control Center at (360) 418-2281 (24 hrs./day) to coordinate operations and maintenance.

Lessor shall perform all work on the tower and Lessee shall perform all work on the ground.

13. ADDITIONAL PROVISIONS

It is understood that the rights granted herein by Lessor are limited to the rights acquired by Lessor, which are easement rights only, subject to existing rights of other parties, and that Lessee has acquired or will acquire the appropriate rights from the property owner for utilities.

Responsibilities of the parties with respect to hazardous substances and environmental laws shall be as set out in Section 19 of the Master Lease.

14. ANNUAL CHARGE

Charges	Amount
Annual Charge	\$19,140
Total Annual Fee	\$19,140

The parties have entered into this Facilities Lease as of the first date above written.

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By: Rebecca Hallgarth
Rebecca Hallgarth
Realty Specialist

Date: 12/16/97

GTE MOBILNET INCORPORATED

By: Gary T. Ream

Name: Gary T. Ream

(Print/Type)

Title: Acting VP - Market Deployment - 1.8GHz

Date: 1/12/98

By: Catherine H. LaFiandra
Catherine H. LaFiandra (date)
Assistant Secretary

ACKNOWLEDGMENT

State of Oregon)
) ss
County of Multnomah)

On this 10 day of December, 1997, before me personally appeared Rebecca Hallgarth, known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as Realty Specialist, Bonneville Power Administration, and who acknowledged to me that she executed the same freely and voluntarily in such capacity and on oath stated that she was authorized to execute said instrument in such official or representative capacity.



Mary Kathleen O'Neal
Notary public in and for the State of Oregon

Residing at Portland Or.

My commission expires 8/16/99

Attached to Facilities Lease No. 970319
Between U. S. A., as Lessor, and
GTE Mobilnet Incorporated, as Lessee

ACKNOWLEDGMENT

State of Georgia)
) ss
County of DEKALB)

On this 12th day of JANUARY 1999, before me personally appeared Gary T. Ream and Catherine H. LaFiandra, known to me or proved to me on the basis of satisfactory evidence to be the person or persons who executed the within instrument as the Acting VP - Market Deployment - 1.8GHz and Assistant Secretary;

acknowledged to me that ___ he executed the same freely and voluntarily in such capacity; and on oath stated that ___ he was/were authorized to execute said instrument in such official or representative capacity.

Rudolph G. Credit
Notary public in and for
the State of Georgia
Residing at DEXAVILLE
My commission expires 8-19-2000

Attached to Facilities Lease No. 970319
Between U. S. A., as Lessor, and
GTE Mobilnet Incorporated, as Lessee

**EXHIBIT A
COST BREAKDOWN SHEET
BANGOR-GTE**

STANDARD LEASE CHARGES	UNITS	ANNUAL FEE	MONTHLY FEE	ONE TIME CHARGE	ONE TIME CREDIT
Antenna Array: 9 panel antennas - 85 ft. location	9	\$16,800	\$1,400		
Additional Tower Height Fee - \$1.50/ft./antenna/mo. = 6 ft. x \$1.50 X 9	9	\$0	\$0		
Total of 3 handsets + \$2,340 per year for airtime credit		\$2,340			
SUBTOTAL		\$19,140	\$1,400		
ADDITIONAL CHARGES					
Electrical power, supplied by BPA at 4 cent per KWH@KW specified (24x365x.04)					
Electrical Services Provided by BPA					
Telephone Services or Microwave Provided by BPA					
Process Fee			PAID	\$400	
Commitment fee			PAID	\$4,000	
ADDITIONAL CHARGES SUBTOTAL					
GRAND TOTAL		\$19,140	\$1,400	\$0	\$0
RESPONSIBILITIES OF PARTIES					
Concrete Pad, under existing BPA steel tower, for PCS cabinets.	PCS to provide and install per BPA-approved site plan.				
Antennas & Mounting Bracket	BPA to install per approved site plan.				
Electric Power to Site	PCS to install electrical capability.				
Communications Cable T1.	PCS to install telephone capability.				
Tower Loading Study	BPA to perform load analysis in-house.				

12/15/97

EXHIBIT A

243880

TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more,

HERMAN COHEN AND LILLIAN COHEN, husband and wife, and SAMUEL L. KUSTINA AND HELEN KUSTINA, husband and wife, owners

CHARLES T. SMITH AND ALICE H. SMITH, husband and wife, contract purchasers

for and in consideration of the sum of ONE THOUSAND NINE HUNDRED-----
----- Dollars (\$ 1,900.00),

in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to the UNITED STATES OF AMERICA and its assigns, a perpetual easement and right to enter and erect, maintain, repair, rebuild, operate and patrol 1 or more line(s) of electric power transmission structures and appurtenant signal lines, including the right to erect such poles, transmission structures, wires, cables and appurtenances as are necessary thereto, in, over, upon and across the following-described parcel of land in the

321501

County of Kitsap in the State of Washington, to-wit:

That portion of the N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 28, Township 26 North, Range 1 East of the Willamette Meridian, Kitsap County, Washington, except any part thereof which lies within the west 50 feet, said portion lies within a strip of land 125 feet in width, the boundaries of said strip lying 62.5 feet distant from, on each side, of, and parallel with the survey line for the Kitsap-Fairmount No. 1 transmission line as now located and staked on the ground over, across, upon, and/or adjacent to the above described property, said survey line being particularly described as follows:

Beginning at survey station 2271 + 40.8 a point in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 28, said point being S 88° 33' 10" E a distance of 1937.5 feet and N 12° 22' 50" E a distance of 981.5 feet from the southwest corner of said Section 28; thence N 88° 33' 00" W a distance of 2123.7 feet to survey station 2250 + 17.1 a point in the west line of said Section 28, said point being N 1° 26' 40" E a distance of 963.8 feet from the southwest corner of said Section 28.

220 222



together with the present and future right to clear said right of way and keep the same clear of brush, timber, structures and fire hazards, provided that fire hazards shall not be interpreted to include any growing crops other than trees; and also the present and future right to top, limb or fell all growing and dead trees and snags (collectively called "danger trees") located on land owned by the Grantor adjacent to the above-described right of way, which could fall within 40 feet of the centerline or centerlines of the electric transmission facilities herein-before described; provided, however, it is agreed that compensation is included in the consideration stated above for trees or snags within strips of land as follows:

Width	Side of right of way	From	To
75'	Both	West property line	Opp SS 2254+00
45'	South	Opp SS 2254+00	Opp SS 2259+00
75'	South	Opp SS 2259+00	East property line
45'	North	Opp SS 2254+00	Opp SS 2262+25
75'	North	Opp SS 2262+25	East property line

and contiguous to said right of way that (a) are danger trees on March 5, 1963 (hereinafter called "present danger trees") or (b) become danger trees thereafter (hereinafter called "future danger trees"). The right to top, limb or fell danger trees outside of said strips (hereinafter called "additional danger trees") may only be exercised within 3 years after all present danger trees have been cut, and the UNITED STATES OF AMERICA shall pay the person who is the owner thereof at the date of cutting such additional danger trees the market value prevailing at the date of cutting under authority of the UNITED STATES OF AMERICA, such payment to be made within a reasonable period of time after they have been so cut.

TO HAVE AND TO HOLD said easement and rights unto the UNITED STATES OF AMERICA and its assigns, forever.

The Grantor covenants to and with the UNITED STATES OF AMERICA and its assigns that the title to all brush, timber or structures existing upon the right of way on March 5, 1963, and the title to all present danger trees shall vest in the UNITED STATES OF AMERICA on said date; and that title to any additional danger trees shall vest in the UNITED STATES OF AMERICA upon their being cut pursuant to the terms hereof; and that title to all future danger trees cut pursuant to the terms hereof shall remain in the owner thereof at the date of cutting; and that the consideration stated herein is accepted by the Grantor as full compensation for all damages incidental to the exercise of said easement and danger tree rights, except payment for any additional danger trees as defined hereinabove which may be cut under authority of the UNITED STATES OF AMERICA as herein provided.

The Grantor also covenants to and with the UNITED STATES OF AMERICA that Grantor is lawfully seized and possessed of the lands aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Dated this 25th day of June, 1963.

Herman Cohen
Herman Cohen

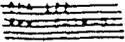
Lillian Cohen
Lillian Cohen

Samuel L. Kustina
Samuel L. Kustina

Helen Kustina
Helen Kustina

Charles T. Smith
Charles T. Smith

Alice H. Smith
Alice H. Smith

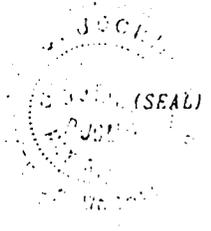


(Standard form of acknowledgment approved for use with all conveyances in Washington and Oregon)

STATE OF Washington
COUNTY OF King) ss:

On the 11th day of June, 1963, personally came before me, a notary public in and for said County and State, the within-named HERMAN COHEN AND LILLIAN COHEN, husband and wife, and SAMUEL L. KUSTINA AND HELEN KUSTINA, husband and wife to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

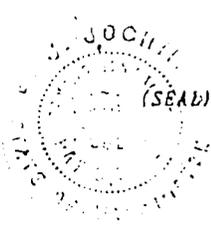


J. Jochim
Notary Public in and for the
State of Washington
Residing at Vancouver
My commission expires:
5/31/1965

STATE OF Washington
COUNTY OF Kitsop) ss:

On the 13th day of June, 1963 personally came before me, a notary public in and for said County and State, the within-named CHARLES T. SMITH AND ALICE H. SMITH, husband and wife to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



J. Jochim
Notary Public in and for the
State of Washington
Residing at Vancouver
My commission expires:
5/31/1965

STATE OF)
COUNTY OF) ss:

I CERTIFY that the within instrument was received for the record on the _____ day of _____, 19____, at _____ M., and recorded in book _____ on page _____, records of _____ of said County.

Witness my hand and seal of County affixed.

Filed for Record July 11, 1963 at 3:05 PM
Request of BREMERTON TITLE CO.
MARGARET McPHERSON, Kitsop Co. Auditor JK

By _____ Deputy.

After recording, please return to:

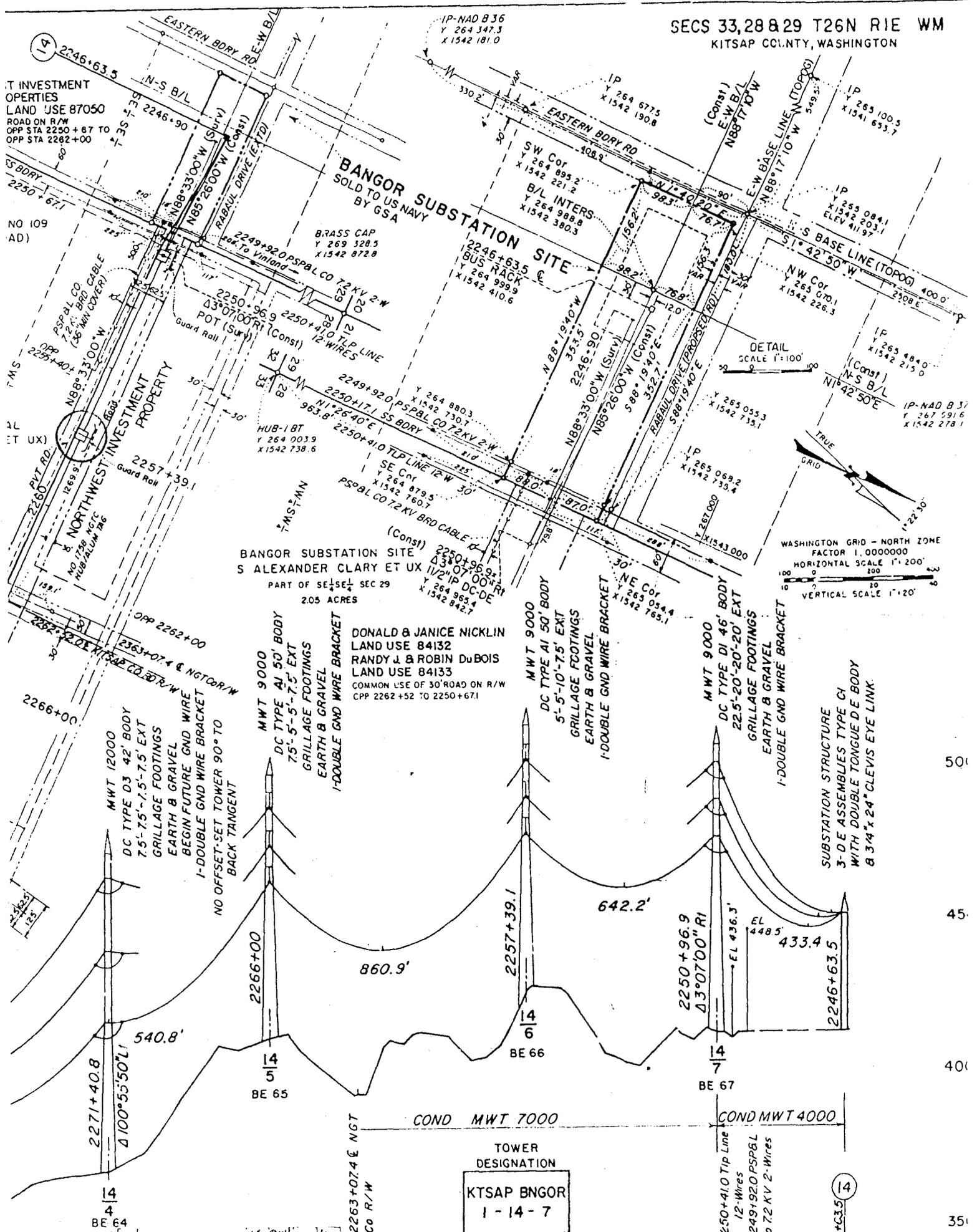
TITLE SECTION, BRANCH OF LAND
BOAYSVILLE POWER ADMINISTRATION
P.O. BOX No. ~~3621~~ 3621
PORTLAND 8, OREGON

VOL 780 PAGE 491

BPA 177
Rev. 8-2-61

EXHIBIT B

SECS 33,28 & 29 T26N R1E WM
KITSAP CO. NTY, WASHINGTON



16	BANGOR SUB 40' 0" DIA	12/7	12/7						
15	SOLD TO PSP&L CO ADDED TO EASTERN BORY RD R/W	12/7	12/7						
14	LAND USE 87003 ADDED	12/7	12/7						
13	CONT 3474 AMR IN ADDED	12/7	12/7						
12	CONTRACT 87003 ADDED	12/7	12/7						
11	LAND USE 87003 ADDED	12/7	12/7						
10	CONTRACT 87003 ADDED	12/7	12/7						
9	SR-3 R/W ADDED	12/7	12/7						
8	LAND USE 75074, 75015 AND 75017 ADDED	12/7	12/7						
7	CONTRACTS 79771 & 79772 ADDED	12/7	12/7						
6	REVISION	DATE	APPROVED						
5	4" TO 6" DIA								

UNITED STATES DEPARTMENT OF THE INTERIOR
 BONNEVILLE POWER ADMINISTRATION
 HEADQUARTERS, PORTLAND, OREGON

KITSAP - FAIRMOUNT NO 1
 KITSAP-BANGOR SECTION
 115 KV TRANSMISSION LINE
 LONG MILE 14 FROM KITSAP (6076')

NO. OF Wires: 12
 TOWER: 12
 DATE: 12-6-62
 SHEET: 14 OF 1

125514 202-62

1255140 105 20262 014 2027273100014 XMN PLAN PR 1 KITS- FAINT

Bonneville Power Administration
 Case No. 970319
 GTE Site WA0193 (Bangor)
 In SW1/4 SW1/4, Section 28
 T. 26 N., R. 1 E., W.M.
 Kitsap County, WA

EXHIBIT C

PCS on BPA Transmission Structures
Engineering and Safety Design Requirements

(1/7/97 edition)

1. At a minimum the PCS installation shall comply with the National Electric and National Electric Safety Codes.
2. The following clearances apply to the location of PCS equipment on BPA transmission structures:

All components shall meet the following minimum clearances to conductor:

Voltage	Clearance (ft)	
	BPA or Electrical Contractor Installed and/or Maintained	Non-electrical Contractor Installed and/or Maintained
115	4	15
230	6	15
345	9	16
500 AC	11	20
500 DC	13	21

(These clearances are based on the greater of, BPA/NESC clearances to grounded messengers or BPA Accident Prevention Manual clearances for work without hold orders, then rounded up to the next whole number. These are safety clearances and do not guarantee performance of the PCS equipment.)

3. All non BPA operated construction equipment shall meet the following clearances to conductors:

Voltage	Clearance (ft)
230 and below	15
345	16
500 AC	20
500 DC	21

4. Only BPA employees and BPA designated contractors are allowed to climb on BPA transmission structures or use bucket trucks to install PCS equipment in transmission structures.

5. Requirements for electric and telephone service to the PCS equipment.

The installation of electric and telephone circuits on BPA easements requires an evaluation considering public safety, reliability of BPA's transmission lines, reliability of the electric or telephone circuits, and future BPA construction plans. To perform this evaluation drawings submitted with the PCS design package need to include: scale drawings showing total extent of electric and telephone service route on either BPA easement or fee owned property referenced to BPA facilities, name of the owner of the service, and design details such as voltage and burial depth. If the proposed installation is acceptable BPA will issue a permit to the owner of the circuit.

General Requirements - Underground cables on BPA easements should maintain 50 feet of clearance to steel lattice tower legs and 25 feet to woodpoles and guy anchors. An evaluation of specific sites may allow reduced clearances. Cables running parallel to the centerline should be routed along the edge of the easement whenever practical. Minimum burial depth for cables is 30 inches for power cables and 24 inches for telephone cables. Underground cables shall not cross transmission line grounding systems and shall maintain a minimum clearance of 15 feet from the end of a grounding system. Structure grounding systems are normally used only on structures equipped with shieldwires. Cable locations will be marked when practical with permanent signs where they enter and leave BPA easements and at angle points within the easement. The easement shall be returned to its original condition following construction. No grade changes to facilitate construction or disposal of overburden shall be allowed without BPA approval. No blasting is allowed on the easement without BPA approval.

Specific Requirements - The following requirements apply to the installation of telephone and power cables in the immediate vicinity of PCS sites. Electric service padmount transformers and telephone service pedestals shall be under the structure or a minimum of 25 feet from the structure. Underground electric and telephone cables shall be installed in nonconductive conduit for a minimum of 25 feet from the structure. These conduits shall have a minimum cover of 24 inches for telephone cables and 30 inches for power cables. Buried cable locations will be marked with permanent signs. Electric and telephone service poles shall be a minimum of 25 feet from the legs of a steel structure or woodpoles. Overhead cable feeds shall have a minimum ground clearance of 24 feet.

The electric and telephone services to the site shall be designed to prevent transmission line surges from entering either system. The electric service transformer shall serve only the PCS equipment. No other service drops from these transformers are permitted with the exception that additional PCS equipment at the same site can be supplied by the same transformer. Isolation transformers can also be used. Isolation transformers should have an insulation rating above the calculated maximum potential rise of the transmission structure during faults. The telephone service shall be provided by either; all dielectric fiberoptic cable or a cable equipped with power system ground fault protection.

6. Location of the PCS equipment in the transmission structure should not adversely interfere with BPA transmission maintenance activities, e.g., coaxial cable routing and antenna array location should not interfere with the lineman climbing route or hot stick attachment locations designed into the structure.

7. Cabinets mounted on the ground should be located under lattice steel structures and a minimum of 5 feet away from woodpoles. In approving equipment locations BPA will consider future additions. Consider replacing aged woodpoles prior to installation of antennas on woodpole structures

8. Grounding - The PCS grounding system shall include potential gradient control. At a minimum, a grounding loop shall be installed around the cabinet mounting pad. Grounding loops shall be buried a minimum of 12 inches deep. Use of geotech fabrics and gravel around the pads are acceptable if compatible with underlying land use. The grounding loop shall be grounded at a minimum of two locations to the PCS equipment and the transmission structure.

Fences are allowed around the PCS site with the following restrictions. Fences installed less than 10 feet from a transmission structure shall be grounded to the transmission structure at a minimum of two locations. Fences grounded to transmission structures shall have a grounding loop installed 3 feet outside the fence and buried a minimum of 12 inches deep. The grounding loop shall be connected to the fence at a minimum of two locations. Fences around the outside of the structure legs or woodpoles will leave a minimum of 4 feet between the fence and the legs or poles.

To make PCS copper grounding materials compatible with BPA spread type galvanized steel footings, woodpole galvanized steel anchors, and aluminum transmission grounding; a cathodic protection system shall be installed when these types of footings, anchors, and grounding are present. Cathodic protection of steel lattice structure footings can be accomplished by installing eight 17 pound prepackaged magnesium anodes, two per footing. Cathodic protection for protecting anchors can be accomplished by installing one 17 pound prepackaged magnesium anode for each anchor. Cathodic protection for transmission grounding systems can be accomplished by using four 17 pound prepackaged magnesium anodes per structure. The anodes will be strategically located around the structure and connected through a cathodic protection test station to the structure. BPA will supply drawings showing the required anode placement.

9. Vegetation control shall not be done with chemicals without BPA approval.

10. Whenever practical refuel equipment off the BPA easement or fee owned property. When not practical transfer flammable liquids between metal containers only after electrically bonding the containers together to eliminate the potential for arcing ignition of the fuel.

11. Permanent and temporary installation of engine generators on BPA easement and fee owner property shall comply with the following restrictions. The engine generator and any separate metallic fuel storage container shall be effectively grounded to the PCS grounding system. Ground potential rise shall be controlled around the engine generator and any metallic storage container with the use of buried grounding rings or temporary grounding mats. Refueling of the engine generator shall follow the bonding procedure as described in number 10 above.

12. Any increase in structure height greater than 20 feet will be evaluated by BPA to determine the need for airway marking. Any airway marking planned by the PCS provider will be reviewed by BPA to determine if the marking is needed and the impact it may have on the public.

13. The PCS provider's written safety procedures for construction and maintenance should address the unique safety issues associated with communication equipment connections to power transmission structures.

14. Construction drawings shall be provided for review by BPA Technical Services prior to start of construction.

15. Contact Dan Nichols (503-230-5046 FAX 503-230-3212) with questions on these requirements.



*orig - Roseman
CC: Cust files
Michelle DeKeyser
Nancy*

Kelly L. Given • Counsel • Phone 925.212.7457 • Fax 714.734.3229

August 28, 2001

09-04-01A11:10 RCVD

Ms. Nancy E. Morgan
Wireless Program Manager and Account Executive for
Transmission Marketing and Sales
U.S. Department of Energy
Bonneville Power Administration
P.O. Box 491
Vancouver, Washington 98666-0491

**Re: Notice of Asset Transfer
Your file Number TM-Ditt2
Contract Number 96MS-95361**

Dear Ms. Morgan:

Pursuant to the terms of the Master Lease Agreement between the U.S. Department of Energy acting by and through the Bonneville Power Administration, and GTE Wireless of the Pacific Inc, this letter is notice of the asset transfer of certain facilities leases from GTE Wireless of the Pacific Inc. to Cingular Wireless LLC, a Delaware limited liability company, on behalf of Pacific Bell Wireless Northwest, LLC, a Delaware limited liability company doing business as Cingular Wireless, with regard to the June 2000 Purchase Agreement between GTE Wireless Incorporated and SBC Communications Inc.

The facilities leases transferred are:

WA0156	Ames Lake	WA0108	Lake Grove
WA 0193	Bangor	WA0099	Maltby
WA0214	Berrydale	WA0313	Plateau
WA0294	Blaine	WA0300	Rattlesnake Ridge
WA0096	Cedar Grove	WA0452	Silver Creek
WA0215	East Auburn	WA0420	Snohomish
WA0346	East Lake Stevens	WA0434	Snoqualmie Ridge
WA0100	Echo Lake	WA0211	South Tiger Mt.
WA0176	Indian Trails	WA0166	Tanner
WA0140	Issaquah	WA0210	Tiger Mt.

August 28, 2001
Page 2 of 2

Following are the contacts for property management issues and legal counsel.

Ms. Alma Newgard, Property Manager
Cingular Wireless
2445 140th Avenue NE, Ste. 202
Bellevue, WA 98005
(425) 895-6963 Telephone Number
(425) 895-7099 Facsimile Number
Alma.Newgard@Cingular.com

Ms. Patricia Stout, Counsel – West Region
Cingular Wireless
2521 Michelle Drive, Second Floor
Tustin, CA 94568
(714) 734-3240 Telephone Number
(714) 734-3229 Facsimile Number
Patricia.Stout@Cingular.com

Billing correspondence should be directed to Alma Newgard, Property Manger, Cingular Wireless at the above address.

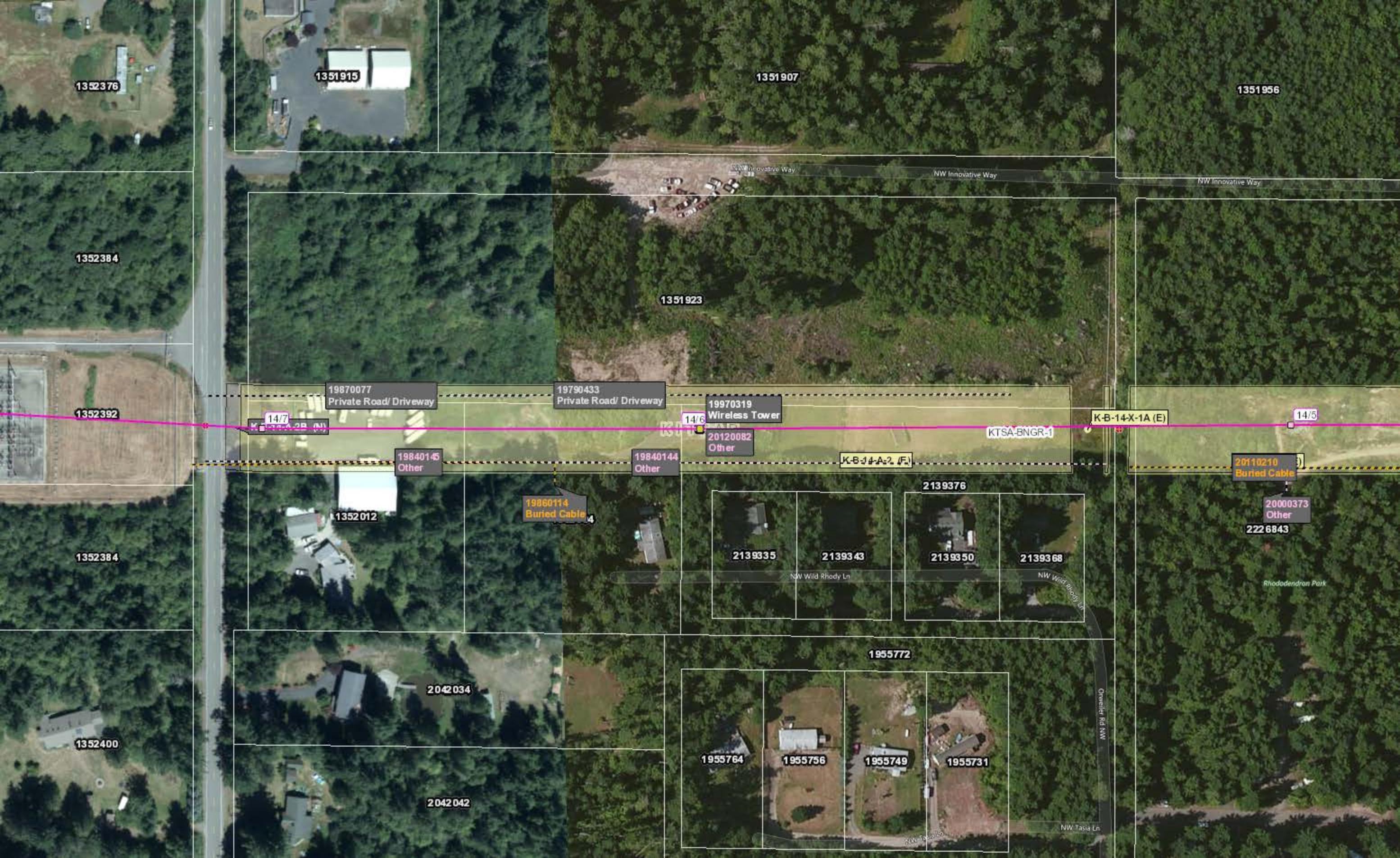
The ultimate majority owner of the assignee is SBC Communications, Inc., a Delaware Corporation.

If there are any further questions regarding the transfer, please feel free to contact me at (925) 212-7457.

Sincerely,



Kelly Given
Counsel – West Region



1352376

1351915

1351907

1351956

1352384

1351923

1352392

19870077
Private Road/ Driveway

19790433
Private Road/ Driveway

19970319
Wireless Tower

20120082
Other

KTSA-BNGR-1

K-B-14-X-1A (E)

14/7
K-B-14-A-2B (N)

14/6

14/5

19840145
Other

19840144
Other

K-B-14-A-2 (F)

20110210
Buried Cable

20000373
Other

2226843

1352384

1352012

19860114
Buried Cable

2139335

2139343

2139376

2139350

2139368

NW Wild Rhody Ln

NW Wild Rhody Ln

Rhododendron Park

1352400

2042034

1955772

1955764

1955756

1955749

1955731

2042042

NW Tasla Ln

Orwell Rd NW

20/20082



Department of Energy
 Bonneville Power Administration
 P.O. Box 3621
 Portland, Oregon 97208-3621

Oct 07 2013

CLOSING COVER SHEET

LIS TRACT IDs.: K-B-14-A-2

LIS CASE No.: 20120082

LANDOWNER: NEW CINGULAR WIRELESS

OCT 07 2013 *RWB*

To: Records Officer – TERS-3

This case has been closed by Real Property Services. Please verify data on the Land Information System and process the record for storage and retrieval.

- Disposal action has been completed on the above tract(s).
- GIS MAPPING NECESSARY (if full disposal) – Send to TERG-TPP-4
- Partial Disposal has been completed.
- Easement rights have been granted.
- No Rights Issued.
- Date Encroachment Removed:
- No Permit required as crossing is to be located within a public or county roadway.
- NO MAPPING NECESSARY.
- MAPPING NECESSARY - Send to TERM-TPP-4
- Cancellation.
- Instrument (i.e., LUAG, Service Line Agreement, Notice of Limited Consent, etc.)
- Other.

Miroslava Rivera, Realty Specialist *[Signature]*

Note:

Attachment

cc:

EP
u/1/14



Department of Energy
Bonneville Power Administration
PO Box 3621
Portland, OR 97208-3621

September 7, 2012

In reply to: TERR-3
BPA Case No. 20120082

Tract No. K-B-14-A-2
Line Name: Kitsap-Fairmount No. 1 (oper. as Kitsap-Bangor No. 1)
Structure No. 14/6
ADNO: 8312
Bangor Site (WA0193)/Case No. 19970319

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Admn.
16331 NE. 72nd Way, RTC1
Redmond, WA 98052

LAND USE AGREEMENT

Bonneville Power Administration (BPA) hereby agrees to your use of BPA's easement area for construction/installation, use, and maintenance of a dedicated pad mount transformer and 2" conduit (non-conductive) with underground power.

The location of your use is partially within the SW¹/₄SW¹/₄ of Section 28, Township 26 North, Range 1 East, Willamette Meridian, Kitsap County, State of Washington, as shown on the attached segment of BPA Drawing No. 125514, marked as Exhibit A, Puget Sound Energy drawing page 1 of 1, marked Exhibit B and New Cingular Wireless drawing A-1, marked Exhibit C.

You shall not make any changes or additions to your use of the right-of-way without BPA's review and written approval. Any other uses and utilities on the right-of-way must be applied for separately.

Please note that BPA is not the owner of this property. If you are not the owner, you must obtain the owner(s) permission to use this property. There may also be other uses of the property that might be located within the same area as your project. This agreement is subject to those other rights.

This agreement is entered into with the express understanding that it is not assignable or transferable to other parties without the prior written consent of BPA. This agreement is revocable at will by BPA and does not modify, change, or otherwise alter the rights BPA acquired by Deed. BPA may terminate this agreement upon 30 days written notice.

The subject use of this easement area has been determined not to be a hazard to, or an interference with, BPA's present use of this easement for electric transmission line purposes. Accordingly, there is no present objection to such use. However, if BPA should determine at any time, that your use has become a hazard to the presently installed electrical facilities of BPA, or any facilities added or constructed in the future, or if such use should interfere with the inspection, maintenance, or repair of the same, or with the access along such easement, you will be required to stop your use or remove such hazard or interference from the right-of-way at no expense to BPA.

Tim Murray is the BPA Project Manager. His phone number is 360-619-6328. No construction activities are permitted without the express permission of the Project Manager. The Project Manager must approve of any proposed changes to the final location of the dedicated pad mount transformer and 2" conduit with underground power.

BY ACCEPTING THIS LAND USE AGREEMENT YOU ARE AGREEING TO THE FOLLOWING CONDITIONS

1. The construction/installation of your approved use must be completed by September 7, 2013. If you have not completed your project by the above date, you must inform BPA five working days in advance to receive an extension.
2. New Cingular Wireless PCS, LLC (Cingular Wireless) will notify BPA's Project Manager, Tim Murray at 360-619-6328 for BPA's necessary coordination with BPA's Transmission Lineman Foreman III, at least 48 hours prior to entering upon BPA property or right of way to perform construction work.
3. Mark the location of the dedicated pad mount transformer and 2" conduit with underground power with permanent signs and maintain such signs where they enter and leave BPA's right-of-way, and at any angle points within the right-of-way.
4. Cingular Wireless is responsible for locating and avoiding all other underground utilities in the area of their construction.
5. Construction equipment, machinery, and vehicles traveling on BPA's right-of-way shall come no closer than 15 feet to any BPA conductor. Do not measure this with measuring tape, pole, or other physical means.
6. The pad mount transformer shall be dedicated to serve only the wireless equipment. No other service drops from these transformers are permitted with the exception that additional wireless equipment at the same site can be supplied by the same transformer.

7. The pad mount transformer shall be located a minimum of 50 feet from any other electric service transformer. It shall also be located 50 feet away from any other utility junction box.
8. The pad mount transformer shall be located a minimum of 50 feet from any conductive underground pipe. This not only includes such examples as utility-owned water, sewer and gas lines, but also applies to customer-owned residential hookups.
9. The grounding of the pad mount transformer shall be located a minimum of 100' from the transmission structure.
10. Underground power cables shall be installed in non-conductive conduit for a minimum of 50 feet from steel tower structures. In addition, non-conductive conduit shall be used within 25 feet of underground counterpoise.
11. Where practicable, the conduit shall maintain a minimum horizontal clearance of 50 feet to the point where steel lattice tower legs or concrete foundations enter the earth. In addition, a 25 foot clearance should be maintained from any underground counterpoise (BPA transmission line grounding system).
12. Underground power cables shall be installed within non-conductive conduit and for the entire cable run from site to dedicated transformer shall maintain a minimum distance of 25 feet from any other conductive underground entity, including but not limited to: utilities such as water, sewer, gas, telephone, cable or other underground electric cables; private party sewer/water/gas hookups; any other electric service transformers.
13. Design and build the conduit with underground power constructed within BPA's property to withstand HS-20 loading for BPA's heavy vehicles.
14. Bury and maintain the conduit with underground power to a depth of 30 inches or comply with applicable National Electrical Safety Code (NESC), national, state, and/or local standards, whichever is greater.
15. Underground power cables shall not cross counterpoise (BPA transmission line grounding system) and shall maintain a minimum clearance of 15 feet from the end of the counterpoise, unless installed within two (2) PVC conduit pipes (double wall of schedule 80).
16. Underground power cables running parallel to the centerline should be routed along the edge of the easement whenever practical.
17. Emergency generators are not permitted to be installed within BPA right-of-way. They may be placed temporarily on right-of-way in emergency situations, or permanently installed outside the right-of-way. However, no permanent power connection from emergency generator to wireless installation is permitted. Generators shall be refueled off right-of-way.
18. Vegetation control shall not be done with chemicals without BPA approval.
19. BPA shall have the right to use the road for access to its structures, both to and along its transmission line right-of-way, for maintenance purposes.
20. No storage of flammable materials or refueling of vehicles or equipment on BPA property.
21. BPA right-of-way and access roads shall be returned to their original condition following construction. No grade changes to facilitate construction or disposal of overburden shall be allowed.

22. Access to BPA transmission line system by BPA and/or its contractors shall not be obstructed at any time.
23. Nuisance shocks may occur within the right-of-way. Grounding metal objects helps to reduce the level of shock. It is suggested that construction equipment be grounded with a drag chain.
24. The pad mount transformer shall comply with applicable National Electrical Safety Code (NESEC), national, state, and/or local standards, which ever is greater.
25. To ensure safety of workers and uninterrupted operation of transmission lines, if applicant feels that construction activities occurring under the conductors (wires) or lifting of equipment that has the potential to reach over 20 feet and may come in contact with the conductors (wires), applicant shall employ a BPA approved safety watcher. **Please contact BPA for a current list of BPA approved Safety Watchers.**

A COPY OF THIS AGREEMENT SHALL BE PHYSICALLY LOCATED AT THE PROJECT DURING CONSTRUCTION ACTIVITIES.

IN ADDITION, THE FOLLOWING IS BROUGHT TO YOUR ATTENTION

If the actual location of the dedicated pad mount transformer and 2" conduit with underground power installation differs significantly from location shown on Exhibit B and C, BPA requires that Cingular Wireless provide as-built drawings within 120 days from the date of the completion of construction.

You agree to assume risk of loss, damage, or injury which may result from your use of the easement area, except for such loss, damage, or injury for which BPA may be responsible under the provisions of the Federal Tort Claims Act, 62 Stat. 982, as amended. It is understood that any damage to BPA's property caused by or resulting from your use of the easement area may be repaired by BPA, and the actual cost of such repair shall be charged against and be paid by you.

Construction/installation, use, and maintenance of the dedicated pad mount transformer and 2" conduit with underground power shall be at no cost to BPA.

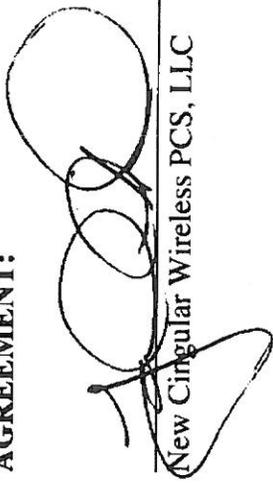
BPA seeks your help maintaining the integrity of the electrical transmission system. Please report any Vandalism or Theft to the BPA Crime Witness program at 1-800-437-2744. Cash rewards of up to \$25,000 will be paid should information lead to the arrest and conviction of persons committing a crime.

BPA shall not be liable for damage to your property, facilities, or injury to persons that might occur during maintenance, reconstruction, or future construction of BPA facilities as a result of your facilities being within the right-of-way.

If you have any questions or concerns, please notify this BPA Realty Office. You may direct any communication to Bonneville Power Administration, Real Estate Field Services (TERR-3) PO Box 3621, Portland, OR 97208-3621, or telephone Miroslava Rivera at 1-800-836-6619 or directly at 503-230-5611.

THIS LAND USE AGREEMENT BECOMES EFFECTIVE UPON THE SIGNATURE OF ALL PARTIES.

I HAVE READ, UNDERSTAND, AND CONCUR WITH THE TERMS OF THIS AGREEMENT:

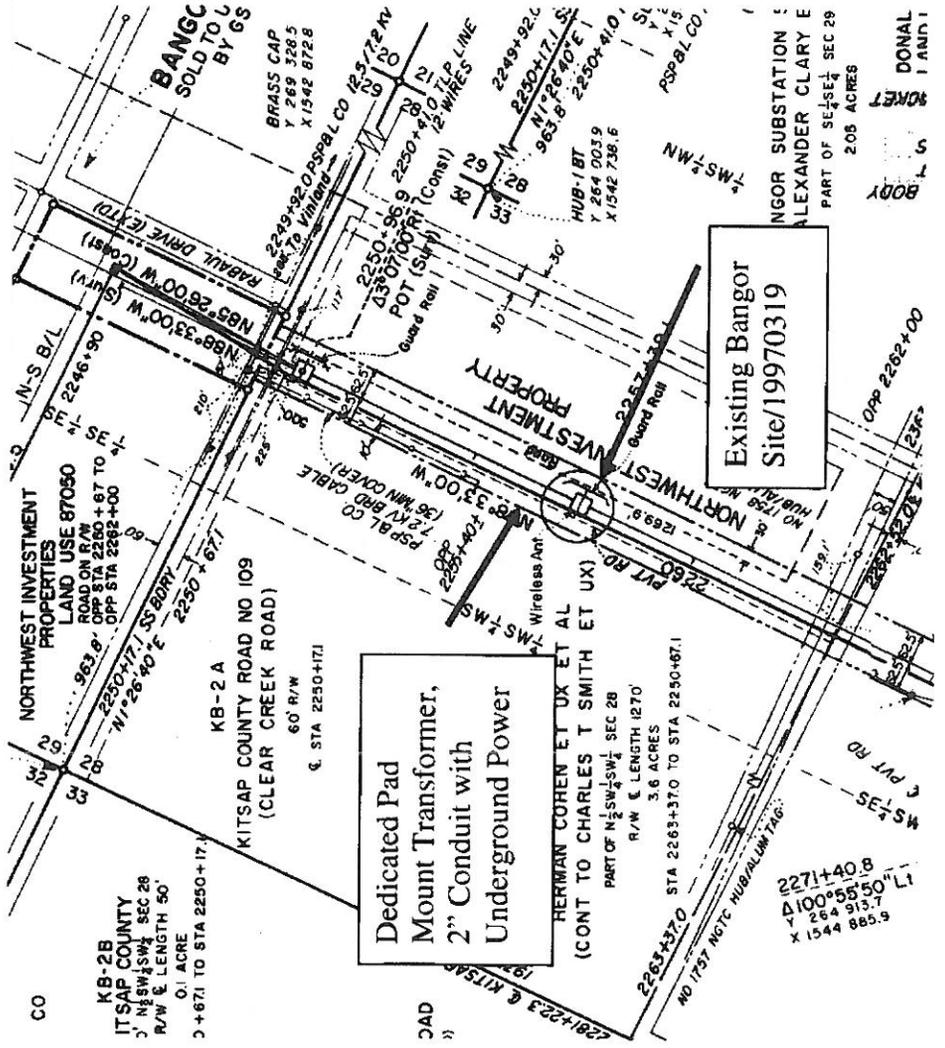

New Cingular Wireless PCS, LLC

9/11/2012
Date

THIS AGREEMENT IS HEREBY AUTHORIZED BY BONNEVILLE POWER ADMINISTRATION:

Miroslava Rivera
Miroslava Rivera
Realty Specialist

9/19/2012
Date



Existing Bangor Site/19970319

Dedicated Pad
 Mount Transformer,
 2" Conduit with
 Underground Power

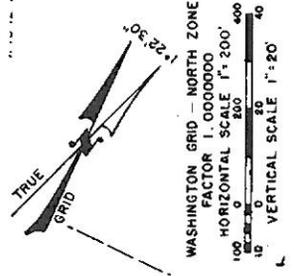


EXHIBIT A
New Cingular Wireless PCS, LLC
Case No. 20120082
Tract No. K-B-14-A-2
SW¹/₄SW¹/₄ of S. 28, T. 26 N., R. 1 E., W.M.
Kitsap County, Washington
Portion of BPA Drawing 125514
Kitsap-Fairmount No. 1 (oper. as
Kitsap-Bangor No. 1)

OFFICIAL USE ONLY
 MAY BE EXEMPT FROM PUBLIC RELEASE
 UNDER THE FREEDOM OF INFORMATION ACT
 (5 USC 552) EXEMPTION 2,
 CIRCUMVENTION OF STATUTE
 DO NOT DUPLICATE-DISTRIBUTE-PUBLISH
 OR SHARE UNLESS AUTHORIZED BY BPA

Clear Creek Rd. NW

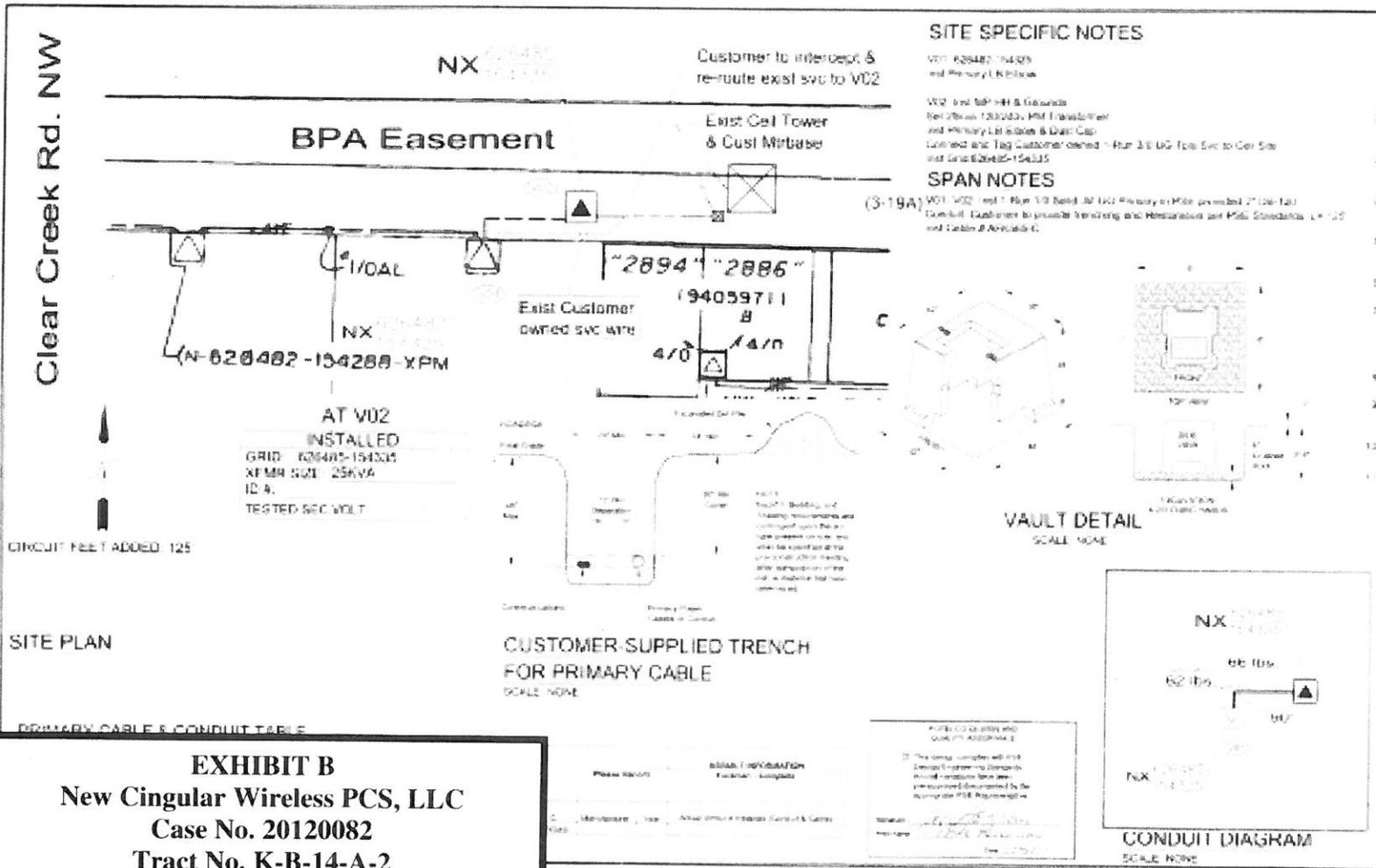


EXHIBIT B
New Cingular Wireless PCS, LLC
Case No. 20120082
Tract No. K-B-14-A-2
SW¼SW¼ of S. 28, T. 26 N., R. 1 E., W.M.
Kitsap County, Washington
Portion of PSE Drawing Page 1 of 1



Department of Energy
Bonneville Power Administration
PO Box 3621
Portland, OR 97208-3621

September 19, 2012

BPA Case No. 20120082
Tract No. K-B-14-A-2
Line Name: Kitsap-Fairmount No. 1 (oper. as Kitsap-Bangor No. 1)
Structure No. 14/6
ADNO: 8312

FEDERAL EXPRESS

WesTower Communications
Attn: Heather Hamilton Wasnick
c/o New Cingular Wireless PCS, LLC
7525 SE 24th Street, Suite 500
Mercer Island, WA 98040

Dear Ms. Wasnick:

Enclosed is the fully executed Land Use Agreement for the use of Bonneville Power Administration's (BPA) easement area for construction/installation, use, and maintenance of a dedicated pad mount transformer and 2" conduit (non-conductive) with underground power.

If you have any questions or need further assistance, please feel free to contact me toll-free at 800-836-6619, extension 5582.

Sincerely,

Cyndi-Lynne Reynolds
Realty Technician

Enclosure

bcc:

Official File – TERR-3 (20120082)

CKReynolds:ckr:09/19/2012 (W:\CASE FILE\012CASE\20120082CVRLTR02.doc)

WESTOWER
COMMUNICATIONS

September 12, 2012

United State Department of Energy
Bonneville Power Administration
Attn: Christine Kimball – TERR-3
PO Box 491
Vancouver, WA 98666-9918

RE: WA193 Bangor
BPA Site: Kitsap-Fairmount No. 1 (oper. As Kitsap-Bangor No. 1) Structure 14/6
ADNO: 8312
Bangor Site (WA0193) Case No. 19970319

Christine:

Attached, please find one partially executed Land Use Agreement related to the BPA Site: Kitsap-Fairmount No. 1 (oper. As Kitsap-Bangor No. 1) Structure 14/6; ADNO: 8312; Bangor Site (WA0193) Case No. 19970319.

As per your direction, we have retained one partially executed original Land Use Agreement for our records and anticipate receipt of a fully executed copy once executed by Bonneville Power Administration.

Please advise if I may be on any further assistance in the interim.

Respectfully,



Heather Hamilton Wasnick
Carrier Growth, Site Acquisition
hwasnick@westower.com
918.852.0693

Xc: Josh Adair



Department of Energy

Bonneville Power Administration
PO Box 3621
Portland, OR 97208-3621

TRANSMISSION BUSINESS LINE

September 7, 2012

BPA Case No. 20120082
Tract No. K-B-14-A-2
Line Name: Kitsap-Fairmount No. 1 (oper. as Kitsap-Bangor No. 1)
Structure No. 14/6
ADNO: 8312

FEDERAL EXPRESS

WesTower Communications
Attn: Heather Hamilton Wasnick
c/o New Cingular Wireless PCS, LLC
7525 SE 24th Street, Suite 500
Mercer Island, WA 98040

Dear Ms. Wasnick:

This letter is in reference to the New Cingular Wireless PCS, LLC (Cingular Wireless) application to use Bonneville Power Administration's (BPA) easement property. Enclosed are two copies of the Land Use Agreement citing the conditions under which their use is authorized. Please have Cingular Wireless sign one copy and return to this office in the enclosed business-reply envelope. The second copy is for your records, until a fully executed copy is returned to you.

If BPA does not receive a signed copy of this agreement within 30 days, the agreement will be null and void.

Cingular Wireless and their contractors must be familiar with and aware of the conditions contained in this agreement as some of them pertain to safety issues. Accordingly, a copy of this agreement shall be physically located on the project during construction activities.

If you have any questions, please feel free to contact me at 503-230-5599

Sincerely,

A handwritten signature in cursive script that reads "Christine Kimball".

Christine Kimball
Realty Technician

Official File Copy

Enclosures

MDeKlyen:cmk:599-08/31/2012(W:\tsr_wg\CASE\CASE
FILE\012CASE\20120082CVRLTR.doc)

DATE: 8/22/2012
TO: Real Property Management Section – TERR
FROM: Stefan Fraering - Technical Services - TEL
SUBJECT: Engineering Review of R/W Use Permit

APPLICATION FOR: Pad Mount Transformer and buried conduit for electrical power.
APPLICANT: AT&T - New Cingular Wireless PCS, LLC/c/o Goodman Networks Inc.
CASE NO.: 20120082
TELE LOG NO.: 12-052

COMMENTS:

Based on the documentation provided; design does not meet engineering requirements:

- 1) Keep a minimum separation of 100ft. between the PSE Transformer and the Meter Bass (located at BPA Structure)
- 2) Have AT&T install a 50KVA Isolation Transformer between the PCS equipment and the Meter Base.

A permit should only be issued if all comments and reservations are met.

RESERVATIONS:

- The electric service transformer shall be dedicated to serve only the wireless equipment. No other service drops from these transformers are permitted with the exception that additional wireless equipment at the same site can be supplied by the same transformer.
- The utility electric transformer shall be located a minimum of 50 feet from any other electric service transformer. It shall also be located 50 feet away from any other utility junction box.
- The utility electric transformer shall be located a minimum of 50 feet from any conductive underground pipe. This not only includes such examples as utility-owned water, sewer and gas lines, but also applies to customer-owned residential hookups.
- The grounding of the utility electric transformer or telephone service supply (telephone pedestals included) shall be located a minimum of 100' from the transmission structure.
- Underground electric, telephone and fiber cables shall be installed in non-conductive conduit for a minimum of 50 feet from steel tower structures. In addition, non-conductive conduit shall be used within 25 feet of underground counterpoise.
- Where permissible, Underground cables should maintain a minimum horizontal clearance of 50 feet to the point where steel lattice tower legs, wood poles, steel poles, concrete poles, concrete foundations and guy anchors enter the earth. In

- addition, a 25 foot clearance should be maintained from any underground counterpoise (BPA transmission line grounding system).
- Wireless equipment underground electric service cables shall be installed within non-conductive conduit and for the entire cable run from site to dedicated transformer shall maintain a minimum distance of 25' from any other conductive underground entity, including but not limited to: utilities such as water, sewer, gas, telephone, cable or other underground electric cables; private party sewer/water/gas hookups; any other electric service transformers.
 - The underground cable (fiber, electric, telephone, etc.) shall be designed to withstand an HS-20 type loading caused by BPA heavy maintenance vehicles.
 - The underground power shall be buried with a minimum cover of 30 inches to meet BPA requirements.
 - The fiber/telephone shall be buried with a minimum cover of 24 inches to meet BPA requirements.
 - Underground cables shall not cross counterpoise (BPA transmission line grounding system) and shall maintain a minimum clearance of 15 feet from the end of the counterpoise, unless installed within two (2) PVC conduit pipes (double wall of schedule 80).
 - Cables running parallel to the centerline should be routed along the edge of the easement whenever practical.
 - All wireless grounding and cathodic protection shall be done in accordance with "Wireless Antennas on BPA Transmission Structures: Engineering and Safety Requirements".
 - Wireless facilities shall be grounded according to BPA specifications and requirements.
 - The underground cables locations shall be marked with permanent signs where they enter and leave the BPA right-of-way, and at angle points within the right-of-way.
 - Fiber may be marked with omni balls and permanent markers according to drawing specifications. Metal armor or tracer wires are unacceptable as they are a safety hazard.
 - All wireless installations shall comply with National Electrical Code (NEC) and National Electrical Safety Code (NESC), as well as any other applicable state/county/national codes.
 - All clearances to conductors shall be maintained as specified in document "Wireless Antennas on BPA Transmission Structures: Engineering and Safety Requirements".
 - All non-BPA operated construction equipment shall meet the clearances to conductors as specified in document "Wireless Antennas on BPA Transmission Structures: Engineering and Safety Requirements".
 - Emergency generating units cannot be stored on BPA right of way. They may be placed temporarily on right of way in emergency situations. Generators shall be refueled off right of way.
 - Use of geotech fabrics and gravel is acceptable if compatible with underlying land use.

- Fences that meet BPA specifications and requirements are allowed. Fences shall not be connected to other fences leaving the immediate vicinity of the wireless installation. See also "Wireless Antennas on BPA Transmission Structures: Engineering and Safety Requirements".
- Vegetation control shall not be done with chemicals without BPA approval.
- No blasting is allowed on the easement without BPA approval.
- Any tower height increase due to attaching an antenna or microwave dish shall be evaluated by BPA airway marking and lighting coordinator. Airway marking and/or lighting planned by the wireless provider shall be reviewed by BPA.
- No structures greater than 1000 cubic feet in area are allowed on BPA rights of way.
- The roads shall be designed to withstand an HS-20 type loading caused by BPA heavy maintenance vehicles.
- Provide an approach off the edge of the road wide enough to turn into minimum 16 foot wide access road on the right-of-way.
- Only BPA employees and BPA designated contractors are allowed to climb on BPA transmission structures or use bucket trucks to install wireless equipment on transmission structures.
- BPA shall have the right to use the road for access to its structures, both to and along its transmission line right-of-way, for maintenance purposes.
- Access to BPA structures shall remain open and unobstructed at all times.
- Construction equipment shall maintain a minimum distance of 15 feet between the equipment and transmission line conductors at all times. Do not measure this with measuring tape, pole, or other physical means.
- BPA right-of-way and access roads shall be returned to their original condition following construction. No grade changes to facilitate construction or disposal of overburden shall be allowed. Any damage to BPA property resulting from the proposed right-of-way or access road use shall be repaired at the applicant's expense.
- No storage of flammable materials is allowed on the right-of-way.
- No refueling of vehicles or equipment is allowed on the right-of-way.
- Nuisance shocks are common on high voltage transmission line rights-of-way. Please plan your uses taking this into consideration.

Please call me at extension 6744, if you have any questions.

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AUG 08 2012

REAL ESTATE FIELD SERVICES

SITE SPECIFIC NOTES

V01: 626482-154325
Inst Primary LB Elbow

V02: Inst MP H1 & Grounds
Set 25kV 120/240V PM Transformer
Inst Primary LB Elbow & Dust Cap
Connect and Tag Customer owned 1-Run 3/0 UG Tplx Svc to Cell Site
Inst Grid: 626485-154335

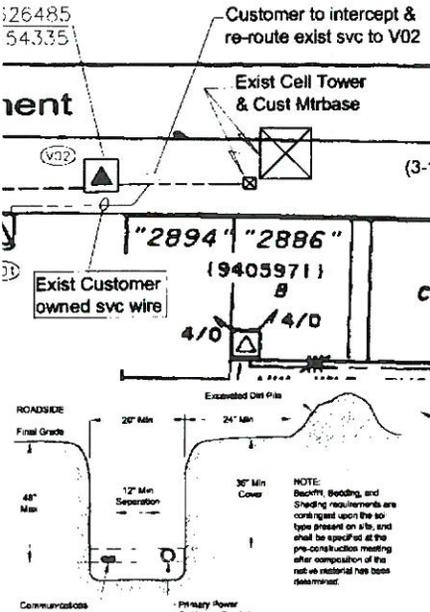
SPAN NOTES

V01-V02: Inst 1-Run 1/0 Solid Jkt UG Primary in PSE provided 2" DB-120 Conduit. Customer to provide trenching and Restoration per PSE Standards. L = 125'
Inst Cable # AFK565-C

POWER GENERAL NOTES - COMMERCIAL PROJECT

- All materials to be installed in accordance with Puget Sound Energy's (PSE) standards. Any deviation from this work sketch must be AUTHORIZED by Potelec's Project Manager and NOTED on the Foreman's Copy.
- All switching arrangements and/or outage arrangements are to be made with the Project Manager at least three (3) working days in advance.
- Contact the Utilities Underground Location Center (1-800-424-5555) at least 48 hours prior to commencing work to get the underground facilities located.
- STAKING: The customer will provide all staking (transformer, handhole, trench, grade, lot, pole, sidewalk, etc.). See sketch and details for locations. Equipment locations must be approved by the Project Manager.
- SITE PREPARATION: The work area will be at or near finished grade, clear of trench spoils or construction materials which would restrict construction and/or equipment access, before work can begin.
- Roads shall be paved or have a compacted, crushed rock base in place.
- CLEARANCES: Transformers require a minimum of 6 feet from fire fighting equipment, 10 feet from combustible walls, overhangs, doors, and windows, and a minimum of 5 feet from the back of curb (or guard posts will be required per PSE standards). All conduits and vaults are to be at least 5 feet away from water, storm and sewer lines when paralleling them in the right of way, and at least 1 foot when crossing them.
- All work is to be done in accordance with local municipal and county permit requirements as applicable.
- Customer/Developer is responsible to provide, install and maintain all secondary service cables, conduits and crossings from the individual unit's meter base to the designated connection point.
- Inclement weather conditions may cause delays in construction times and dates.
- EXCAVATION: The customer is to provide all trenching, backfill, vault excavations, compaction and restoration per this sketch and per PSE standards. A minimum protective cover of 36" is required over PSE's primary voltage equipment and 24" is required of PSE's secondary voltage equipment. The customer will provide any and all shoring or they will side slope the trench to 1:1.

FOREMAN (CHECK BOX WHEN COMPLETED)		
<input type="checkbox"/>	PSE Equipment LOCKED/SECURED & Work Area left in CLEAN/SAFE Condition	
<input type="checkbox"/>	Grid, Cable, and Switch numbers INSTALLED & VERIFIED	
<input type="checkbox"/>	Field Changes RECORDED on As-built	
<input type="checkbox"/>	Material VERIFIED and CHANGES noted on Paperwork	
<input type="checkbox"/>	Total PRIMARY Cable noted on As-built	
<input type="checkbox"/>	Company ID's RECORDED in correct location on As-built	
<input type="checkbox"/>	Include correct FUSE SIZE on As-built & VERIFY proper PHASE	
<input type="checkbox"/>	Deviations noted on the As-built and their reason	
<input type="checkbox"/>	I certify that the work performed meets PSE's standards and procedures and that all quality requirements are met.	
Foreman's Signature _____		
Print Name _____ Date _____		
PROJECT PHASE	NOTIFY	ORDER#
POWER	Superior	X08338217
Modified Service		X414173883
Relocation	N/A	586214745
Removal	N/A	N/A
Temporary	N/A	N/A
Job Order	N/A	N/A
Distribution	N/A	N/A
HP Svc	N/A	N/A
HP Svc/MASA	N/A	N/A
CABLE TV		
PHONE		
Project Manager Contact Information:		
Mike Klappertch		
253-608-9096 Cell Phone		
Piper		



(3-19A)

4/0

48" Min

12" Min Separation

36" Min Cover

NOTE: Backfill, bedding, and shading requirements are contingent upon the soil type present on site, and shall be specified at the pre-construction meeting after composition of the soil is material has been determined.

Excavated Ditch

Final Grade

ROADSIDE

26' Min

24' Min

48" Min

Communications

Primary Power Cables or Conduit

EXIST Customer owned svc wire

Customer to intercept & re-route exist svc to V02

Exist Cell Tower & Cust Mtrbase

EXIST Customer owned svc wire

CUSTOMER-SUPPLIED TRENCH FOR PRIMARY CABLE

SCALE: NONE

VAULT DETAIL

SCALE: NONE

CONDUIT DIAGRAM

SCALE: NONE

PRIMARY UNDERGROUND CIRCUIT ONE-LINE DIAGRAM

SCALE: NONE

OVERHEAD CIRCUIT MAP

SCALE: 6" = 1 MILE

NOTE: This design complies with PSE Design/Engineering Standards. Any field variations have been pre-approved and documented by the appropriate PSE Representative.

Signature: *[Signature]*

Date: 5/14/12

AFK565-C

AFK56

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AUG 08 2012

**REAL ESTATE FIELD
SERVICES**

**WESTOWER
COMMUNICATIONS**

July 12, 2012

Puget Sound Energy
Attn: Mike Klapperich, Project Manager
22884 Ryan Drive NW
Poulsbo, WA 98370

RE: ATT Site, WA193 Bangor -
BPA Site: BPA Structure BE66, Tower 14/6 of the Kitsap-Fairmount #1 (operated as Kitsap-Bangor #1)
Transmission Line.

Good Afternoon Mr. Klapperich:

This letter is written in further reference to the Customer Agreement for Underground Primary Line Extension as relates to the ATT Unmanned Telecommunications site located at 16400 Clear Creek Rd NW, Poulsbo, WA.

Attached, please find the executed Customer Agreement for Underground Primary Line Extension and the associated required fees in the amount of Ten Thousand Seven Hundred Fifty-Three and 91/100 (\$10,753.91).

If you have any questions, please feel free to contact me.

Thank you in advance,



Heather Wasnick
Carrier Growth, Site Acquisition
hwasnick@westower.com
918.852.0693

Westower Communications, 7525 SE 24th Street Suite 500, Mercer Island, WA 98040



PUGET SOUND ENERGY



POTELCO INC
A Quest Diagnostics Company

May 30, 2012

AT&T Mobility
16221 NE 72nd Wy., #RTC-3
Redmond, WA. 98052

Re: Customer Agreement for Underground Primary Line Extension
PSE order No. 105069005

Dear Mr. Joe Gonzalez,

In accordance with Puget Sound Energy's (PSE) Tariff G, Rate Schedule 86 "Line Extensions", on file with the Washington Utilities & Transportation Commission, this agreement confirms our intention to provide electrical services to your Shop project at 16400 Clear Creek Rd. NW, #Cell Site per the attached PSE design drawing. The delivery voltage of this electrical service is 120/240 volts, 1-Phs.

This cost information is valid for 90 days from the date of this letter, and is subject to being updated after that time. The payment of the total amount due and the return of signed documents as noted elsewhere in this letter is required prior to commencing our work.

Please make checks payable to Puget Sound Energy and return to address listed below:

22884 Ryan Dr. NW, _____ Poulsbo _____ 98370 _____
Address City Zip Code

The cost for this work is determined as follows:

Estimated Normal Construction Cost including transformation	\$ 8,851.23
Less: Applicable Margin Allowance	- \$ 0.00
Total line extension charge	= \$ 8,851.23
Other charges- Project Re-Estimate	\$ 546.74
Dedicated Facility	\$ 1,355.94
Relocation of Existing PSE Facilities	+ \$ 0.00
Total Other charges	= \$ 1,902.68
Total amount due under this letter	\$ 10,753.91

Charges for temporary and permanent electric service lines for your project are not included in the above charges. To order these services and obtain costs, please contact PSE at 888-321-7779 after electrical inspections have been approved. These additional charges will be billed after installation in accordance with Rate Schedule 86. These charges also do not include permitting fees or trenching and other excavation related work that is your responsibility.

Charges relating to your PSE-provided street lighting system in this project are not included in the above prices, and will come to you from PSE's Intolight department under separate letter. Charges relating to Rate Schedule 73 "Conversion to Underground Service for Customers other than Government Entities" will be addressed under separate letter.

This cost information reflects the work being performed during normal working hours. These charges do not include permitting fees or trenching and other excavation-related work that is your responsibility to provide.

Please review the attachments provided. The Excavation Requirements & Final Grade Certification must be signed by the project owner or designee, and returned to me along with a signed copy of this letter prior to the start of construction. The work sketch document shows the proposed design, including the location of permanent, aboveground electrical facilities required to provide electrical service to your project. Fault current information for transformers associated with your project are noted on the work sketch drawing. Please notify me immediately if you believe there are conflicts between PSE's design and your project. Additional construction-related information and information on metering and service entrance requirements is provided in PSE's Electric Service Handbook for commercial projects. If you do not have one of these handbooks, and would like one, please contact me. It is your responsibility to provide your project manager, site superintendent, and subcontractors with any relevant information from this correspondence, it's attachments, and PSE's Handbook that applies to their work.

Refunds associated with the line extension charge may be available for additional permanent service hook-ups not initially considered that are made within five (5) years of the date on which the electric distribution facilities installed for this project are initially energized. If no Margin Allowance has initially been provided, or if your Margin Allowance for this \$75,000, PSE agrees to calculate and refund the Margin Allowance, subject to Schedule 85, two (2) years after the line extension is energized. Customers are responsible for making all refund requests. A refund may be requested one (1) time within six (6) years of the date on which the distribution facilities are initially energized. Your refund request should be directed to PSE's Customer Accounting Coordinators at 253-478-6335 or 253-478-6440. You will find it useful to retain this letter to use as a reference when making your refund request.

All costs and refunds are in accordance with PSE's Rate Schedule 85, and any discrepancies between this letter and the Rate Schedule will be resolved in favor of the Rate Schedule. Rate Schedule 85 contains more detailed information covering costs, refunds, rights, and obligations than is reflected in this letter. The entirety of Rate Schedule 85 may be viewed at PSE's website www.pse.com under the "inside PSE" heading.

Projects developed by Limited-Liability Companies (LLC's) are required to provide contact information for all managing members in addition to a copy of your Master Business Application. This information too, must be provided prior to commencing construction on your project.

Thank you for the opportunity to provide electrical service to your project. PSE will use reasonable diligence in commencing this work, but we will not be liable for any delays resulting from circumstances beyond our control, including but not limited to failure to receive necessary Operating Rights. If you have any questions, please call me at 253-806-8099.

Sincerely,



Mike Klapperich
Project Manager
Potelco, Inc.

I have read and agree to the terms and conditions outlined in this agreement and it's attachments.



OWNER OR OWNER DESIGNEE'S SIGNATURE

Bryan Turnagio
PRINT NAME

7/11/12
DATE

WIRELESS

BANGOR

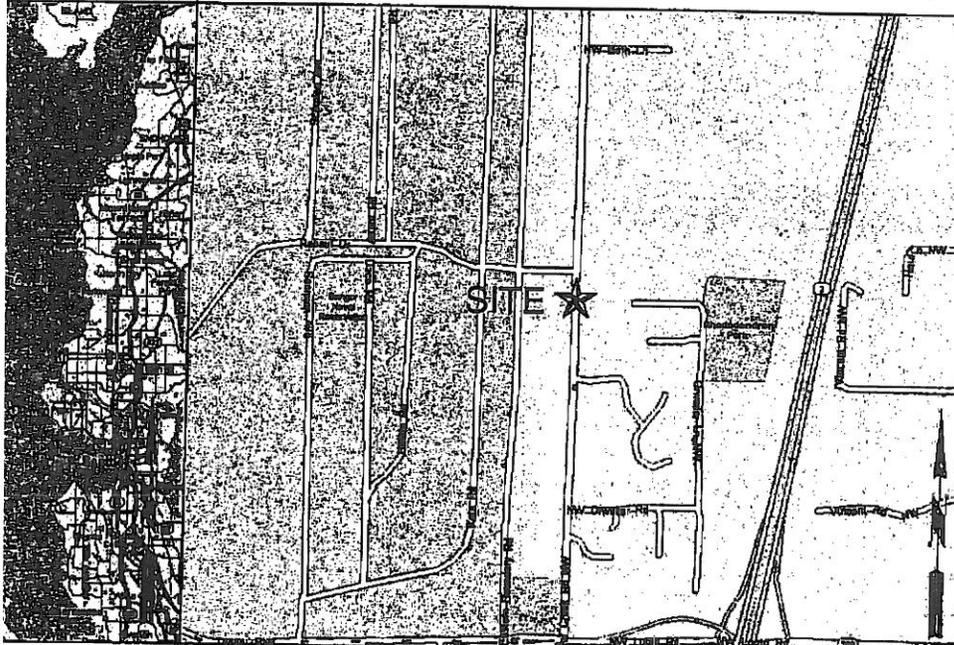
16300 CLEAR CREEK ROAD NW
SILVERDALE, WA 98383

BR0237 (WA193)

FINAL
CONSTRUCTION DOCUMENT

08/12/2005
NOT FOR
CINGULAR ROUTING

GENERAL LOCATION MAP



TH) ONTO SR-99 (INTERNATIONAL BLVD) 2.0 MI. TURN LEFT (EAST) ONTO S 200TH ST 0.4 MI. TAKE RAMP (RIGHT) ONTO SR-15 27.0 MI. TAKE RAMP (RIGHT) ONTO SR-3 10.8 MI. TURN RIGHT ONTO CLEAR CREEK RD NW 3.4 MI. ARRIVE 16400 CLEAR CREEK RD NW, POLLSBO, WA 98370.

PROJECT INFORMATION

APPLICANT:

CINGULAR WIRELESS, LLC.
ON BEHALF OF PACIFIC BELL
WIRELESS, NORTHWEST, LLC.
7277 164TH AVE NE
REDMOND, WA 98052

PROJECT ARCHITECT:

KDC ARCHITECTS ENGINEERS P.C.
4720 200TH STREET SW, SUITE 200
LYNNWOOD, WA 98036
PH: (425) 670-8651
CONTACT: ERIC CAMP

CODE INFORMATION:

ZONING CLASSIFICATION: N/A
BUILDING CODE: IBC 2003/NEC 2002

CONSTRUCTION TYPE: N/A

OCCUPANCY: N/A

PROPOSED BUILDING USE: TELECOMMUNICATIONS

SITE LOCATION: (BASED ON NAD 83)

LATITUDE: 47°42'40.00" ND N
LONGITUDE: -122°41'20.5" W
TOP OF STRUCTURE AGL: 90'-0"
BASE OF STRUCTURE AMSL: 428'

**LAND OWNER/
TOWER OWNER:**

BPA
TIM MURRAY
PH: (360) 619-6326

PROJECT CONSULTANTS:

GENERAL DYNAMICS
WIRELESS SERVICES
7530 164TH AVE NE RTC A210
REDMOND, WA 98052

ZONING AGENT:

WFI
575 ANDOVER PARK, SUITE 201
TUKWILA, WA

CONSTRUCTION COORDINATOR:

JAMES GRAY
PH: 425-895-4390

SHEET INDEX

T-1	TITLE SHEET
G-1	GENERAL NOTES, SYMBOLS I
A-1	OVERALL SITE PLAN
A-1.1	NEW AND EXISTING EQUIPME
A-2	NEW AND EXISTING ELEVATK
A-3	DETAILS
A-4	DETAILS
RF-1	RF DATA SHEET
RF-2	SWEEP TEST REQUIREMENTS
RF-3	TYPICAL SECTOR PLUMBING I
E-1	PANEL SCHEDULE, ONE-LINE I
E-2	GROUNDING DETAILS
Q-1	QUALITY CONTROL CHECKLJS

LEGAL DESCRIPTIO

N/A

OFF OF CONSTRUCTION DRAWINGS

NATURE	CINGULAR SIGN OFF	DATE	SIGNATURE
COMPLIANCE			
CONSTRUCTION MANAGER			
DEPLOYMENT MANAGER			
E-911 ENGINEER:			Y N INITIAL:
EQUIPMENT ENGINEER			

GENERAL INFORMATION:

1. PARKING REQUIREMENTS ARE UNCHANGED.
2. TRAFFIC IS UNAFFECTED.
3. SIGNAGE IS PROPOSED.

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JAN 17 2006

REAL ESTATE
SERVICE

SHALL BE PROVIDED TO THE GENERAL CONTRACTOR, CONSTRUCTION COORDINATOR, AND ARCHITECT PRIOR TO FABRICATION AND CONSTRUCTION.

25. IN THE CASE OF ROOFTOP SOLUTIONS FOR EQUIPMENT AND/OR ANTENNA FRAMES WHERE ANCHORING TO A CONCRETE ROOF SLAB IS REQUIRED, CONTRACTORS SHALL CONFIRM (PRIOR TO SUBMITTING BID) WITH CONSULTING CONSTRUCTION COORDINATOR AND ARCHITECT THE PRESENCE OF POST TENSION TENDONS WITHIN THE ROOF SLAB - RESULTING FROM AN UNDOCUMENTED DESIGN CHANGE IN THE EXISTING BUILDING "AS-BUILT DRAWING SET" - HAVING INDICATED AN ORIGINAL DESIGN SOLUTION OF REINFORCED CONCRETE W/ EMBEDDED STEEL REBAR. IN THE EVENT POST TENSION SLAB SOLUTION IS PRESENT, CONTRACTOR SHALL INCLUDE PROVISIONS FOR X-RAY PROCEDURES (INCLUDED IN BID) FOR ALL PENETRATION AREAS WHERE ANCHORING OCCURS.
26. GENERAL & SUB CONTRACTORS SHALL USE STAINLESS STEEL METAL LOCKING TIES FOR ALL CABLE TRAY TIE DOWNS AND ALL OTHER GENERAL TIE DOWNS (WHERE APPLICABLE). PLASTIC ZIP TIES SHALL NOT BE PERMITTED FOR USE ON CINGULAR PROJECTS. RECOMMENDED MANUFACTURE SHALL BE: PANDUIT CORP. METAL LOCKING TIES MODEL NO. MLT4S-CP UNDER SERIES-304 (OR EQUAL). PANDUIT PRODUCT DISTRIBUTED BY TRIARC OF TACOMA, WA.

DESIGN CRITERIA:

1. THE STRUCTURAL DESIGN OF THIS PROJECT IS IN ACCORDANCE WITH THE IBC 2003/NEC 2002 WASHINGTON STATE BUILDING CODE AMENDMENTS (2003 IBC)

GENERAL CONCRETE NOTES:

1. ALL CONCRETE CONSTRUCTION SHALL BE IN ACCORDANCE WITH ACI-318.
2. CONCRETE SHALL BE MIXED, PROPORTIONED, CONVEYED AND PLACED IN ACCORDANCE WITH CHAPTER 19 OF THE 2003 IBC. STRENGTHS AT 28 DAYS AND MIX CRITERIA SHALL BE AS FOLLOWS.

TYPE OF CONSTRUCTION	28 DAY STRENGTHS (f'c)	W/C RATIO	MINIMUM CEMENT CONTENT PER CUBIC YARD
A. SLABS ON GRADE TOPPING SLABS CONCRETE PIERS	2,400 PSI	≤ .45	5 1/2 SACKS
B. ALL STRUCTURAL CONCRETE EXCEPT WALLS	4,000 PSI	≤ .45	6 1/2 SACKS
C. CONCRETE WALLS	4,000 PSI	≤ .45	6 1/2 SACKS

CEMENT SHALL BE ASTM C150, PORTLAND CEMENT TYPE II U.N.O.

3. THE GENERAL CONTRACTOR SHALL SUPERVISE AND BE RESPONSIBLE FOR THE METHODS AND PROCEDURES OF CONCRETE PLACEMENT.
4. ALL CONCRETE WITH SURFACES EXPOSED TO STANDING WATER SHALL BE AIR-ENTRAINED WITH AN AIR-ENTRAINING AGENT CONFORMING TO ASTM C260, C489, C618, C899 AND C1017. TOTAL AIR CONTENT SHALL BE IN ACCORDANCE WITH TABLE 1904.2.1 OF THE 2003 IBC.
5. REINFORCING STEEL SHALL CONFORM TO ASTM A615 (INCLUDING SUPPLEMENT S1), GRADE 60, $f_y=60,000$ PSI. EXCEPTIONS: ANY BARS SPECIFICALLY SO NOTED ON THE DRAWINGS SHALL BE GRADE 40, $f_y=40,000$ PSI. GRADE 60 REINFORCING BARS INDICATED ON DRAWINGS TO BE WELDED SHALL CONFORM TO ASTM A706. REINFORCING COMPLYING WITH ASTM A615(S1) MAY BE WELDED ONLY IF MATERIAL PROPERTY REPORTS INDICATING CONFORMANCE WITH WELDING PROCEDURES SPECIFIED IN A.W.S. D14 ARE SUBMITTED.
6. REINFORCING STEEL SHALL BE DETAILED (INCLUDING HOOKS AND BENDS) IN ACCORDANCE WITH ACI 315 AND 318. LAP ALL CONTINUOUS REINFORCEMENT AT LEAST 30 BAR DIAMETERS OR A MINIMUM OF 2'-0". PROVIDE CORNER BARS AT ALL WALL AND FOOTING INTERSECTIONS. LAP CORNER BARS AT LEAST 30 BAR DIAMETERS OR A MINIMUM OF 2'-0". LAP ADJACENT MATS OF WELDED WIRE FABRIC A MINIMUM OF 8" AT SIDES AND ENDS.
7. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A-185.
8. SPIRAL REINFORCEMENT SHALL BE PLAIN WIRE CONFORMING TO ASTM A615, GRADE 60, $f_y=60,000$ PSI.
9. NO BARS PARTIALLY EMBEDDED IN HARDENED CONCRETE SHALL BE FIELD BENT UNLESS SPECIFICALLY SO DETAILED OR APPROVED BY THE CONSULTANT.

SLABS AND WALLS (INTERIOR FACE) 3/4"

1. BARS SHALL BE SUPPORTED ON CHAIRS OR DOBBIE BRICKS.
2. ANCHOR BOLTS TO CONFORM TO ASTM A307.
3. NON-SHRINK GROUT SHALL BE FURNISHED BY AN APPROVED MANUFACTURER AND SHALL BE MIXED AND PLACED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S PUBLISHED RECOMMENDATIONS. GROUT STRENGTH SHALL BE AT LEAST EQUAL TO THE MATERIAL ON WHICH IT IS PLACED (3,000 PSI MINIMUM).
4. ALL EXPANSION ANCHORS TO BE HILTI BRAND. ADHESIVE ANCHORS REQUIRE TESTING TO CONFIRM CAPACITY UNLESS WAIVED BY ENGINEER.

STRUCTURAL STEEL NOTES:

1. SHOP DRAWINGS FOR STRUCTURAL STEEL SHALL BE SUBMITTED TO THE CONSULTANT FOR REVIEW PRIOR TO FABRICATION.
2. STRUCTURAL STEEL DESIGN, FABRICATION AND ERECTION (INCLUDING FIELD WELDING, HIGH STRENGTH FIELD BOLTING, EXPANSION BOLTS, AND THREADED EXPANSION ANCHORS) SHALL BE BASED ON THE A.I.S.C. "SPECIFICATION FOR THE DESIGN, FABRICATION, AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS" LATEST EDITION. SUPERVISION SHALL BE IN ACCORDANCE WITH 2003 IBC CHAPTER 22. BY A QUALIFIED TESTING AGENCY DESIGNATED BY THE CONSULTANT. THE CONSULTANT SHALL BE FURNISHED WITH A COPY OF ALL INSPECTION REPORTS AND TEST RESULTS.
3. STRUCTURAL STEEL SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:
TYPE OF MEMBER
 - A. PLATES, SHAPES, ANGLES, AND RODS
 - B. SPECIAL SHAPES AND PLATES
 - C. PIPE COLUMNS
 - D. STRUCTURAL TUBING
 - E. ANCHOR BOLTS
 - F. CONNECTION BOLTS
4. ALL MATERIAL TO BE HOT DIPPED GALVANIZED AFTER FABRICATION PER A123/A123M-00.
5. ALL WELDING SHALL BE IN CONFORMANCE WITH A.I.S.C. AND AWS STANDARDS AND SHALL BE PERFORMED BY W.A.B.O. CERTIFIED WELDERS USING E70 XX ELECTRODES. ONLY PREQUALIFIED WELDS (AS DEFINED BY AWS) SHALL BE USED. WELDING OF GRADE 60 REINFORCING BARS (IF REQUIRED) SHALL BE PERFORMED USING LOW HYDROGEN ELECTRODES. WELDING OF GRADE 40 REINFORCING BARS (IF REQUIRED) SHALL BE PERFORMED USING E70 XX ELECTRODES. WELDING WITHIN 4" OF COLD BENDS IN REINFORCING STEEL IS NOT PERMITTED. SEE REINFORCING NOTE FOR MATERIAL REQUIREMENTS OF WELDED BARS.
6. COLD-FORMED STEEL FRAMING MEMBERS SHALL BE OF THE SHAPE, SIZE, AND GAGE SHOWN ON THE PLANS. PROVIDE MINIMUM SECTION PROPERTIES INDICATED. ALL COLD-FORMED STEEL FRAMING SHALL CONFORM TO THE A.I.S.C. "SPECIFICATION FOR THE DESIGN OF COLD-FORMED STEEL STRUCTURAL MEMBERS."
7. BOLTED CONNECTIONS SHALL USE BEARING TYPE ASTM A325 BOLTS (3/4" DIA.) AND SHALL HAVE A MINIMUM OF TWO BOLTS UNLESS NOTED OTHERWISE.
8. NON-STRUCTURAL CONNECTIONS FOR STEEL GRATING MAY USE 5/8" DIA. ASTM A307 BOLTS UNLESS NOTED OTHERWISE.
9. ALL STEEL WORK SHALL BE PAINTED IN ACCORDANCE WITH THE DESIGN & CONSTRUCTION SPECIFICATION AND IN ACCORDANCE WITH ASTM A36 UNLESS NOTED OTHERWISE.
10. ALL WELDS TO BE 1/4" FILLET UNLESS NOTED OTHERWISE.
11. TOUCH UP ALL FIELD DRILLING AND WELDING WITH 2 COATS OF GALVACON (ZINC RICH PAINT) OR APPROVED EQUAL.

TOWER/POLE NOTES:

1. VERIFICATION THAT THE EXISTING TOWER/POLE CAN SUPPORT THE PROPOSED ANTENNA LOADING IS TO BE DONE BY OTHERS.
2. PROVIDE SUPPORTS FOR THE ANTENNA COAX CABLES TO THE ELEVATION OF ALL INITIAL AND FUTURE ANTENNAS. ANTENNA COAX CABLES ARE TO BE SUPPORTED AND RESTRAINED AT THE CENTERS SUITABLE TO THE MANUFACTURER'S REQUIREMENTS.

1. FOR WORK IS BEING PERFORMED WITHIN 25' OF AN UNPROTECTED EDGE, THE CONSTRUCTION SUPERVISOR SHALL DESIGNATE A TRAIN SAFETY MONITOR TO OBSERVE THE MOVEMENTS AND ACTIVITIES OF CONSTRUCTION WORKERS.
2. SAFETY MONITOR SHALL WARN CONSTRUCTION WORKERS OF HAZARDOUS BACKING UP TOWARD A ROOF EDGE, ETC.) OR UNSAFE ACTIVITIES. SAFETY MONITOR MUST BE ON THE SAME ROOF AND WITHIN VISUAL VERBAL DISTANCE OF THE CONSTRUCTION WORKERS.
3. CONSTRUCTION INVOLVING WORKERS TO APPROACH WITHIN 8' OR AN UNPROTECTED ROOF EDGE, REQUIRES WORKERS TO USE SAFE
4. SAFETY LINE SHALL BE MINIMUM 1/2" DIAMETER NYLON, WITH A NC TENSILE STRENGTH OF 5400 LBS.
5. SAFETY LINE SHALL BE ATTACHED TO A SUBSTANTIAL MEMBER OF STRUCTURE.
6. SAFETY LINE LENGTH SHALL BE SET ALLOWING CONSTRUCTION WORKERS TO REACH EDGE OF ROOF, BUT NOT BEYOND.
7. SAFETY BELTS SHALL BE WORN BY ALL CONSTRUCTION WORKERS.
8. MONTHLY SAFETY INSPECTION AND MAINTENANCE OF THE FALL PROTECTION EQUIPMENT SHALL OCCUR BY THE SAFETY COMMITTEE REPRESENTATIVE INCLUDING:
 - INSPECTION OF CONSTRUCTION AREA FOR HAZARDS
 - USE OF AN INSPECTION CHECKLIST
 - INTERVIEWING COWORKERS REGARDING SAFETY CONCERNS
 - REPORTING AND DOCUMENTING ANY HAZARDS
 - REPORTING HAZARDS TO THE SAFETY COMMITTEE FOR CONSIDERATION
 - POSTING RESULTS OF INSPECTION AND ANY ACTION TAKEN
 - RECEIVING AN UNBIASED REVIEW OF ONE'S OWN WORK AREA BY A COWORKER SAFETY REPRESENTATIVE

REFER TO ROOFTOP WORK AREA SAFETY PROTOCOL
NATIONAL ASSOCIATION OF TOWER ERECTORS 2000 PUBLICATION

REFERENCED OSHA REGULATION/STANDARDS SHALL BE REVIEWED BY TOWER ERECTORS.

EQUIPMENT INSTALLERS, AND TOWER/ROOF TOP CONTRACTORS/SUBCONTRACTORS SHALL BE ADVISED OF THE SCOPE, APPLICATION, AND DEFINITIONS OF THE FOLLOWING REGULATIONS:
29 CFR 1926.500 - SCOPE, APPLICATION, AND DEFINITIONS
29 CFR 1926.501 - DUTY TO HAVE FALL PROTECTION
19 CFR 1926.502 - FALL PROTECTION SYSTEMS CRITERIA AND PRACTICES

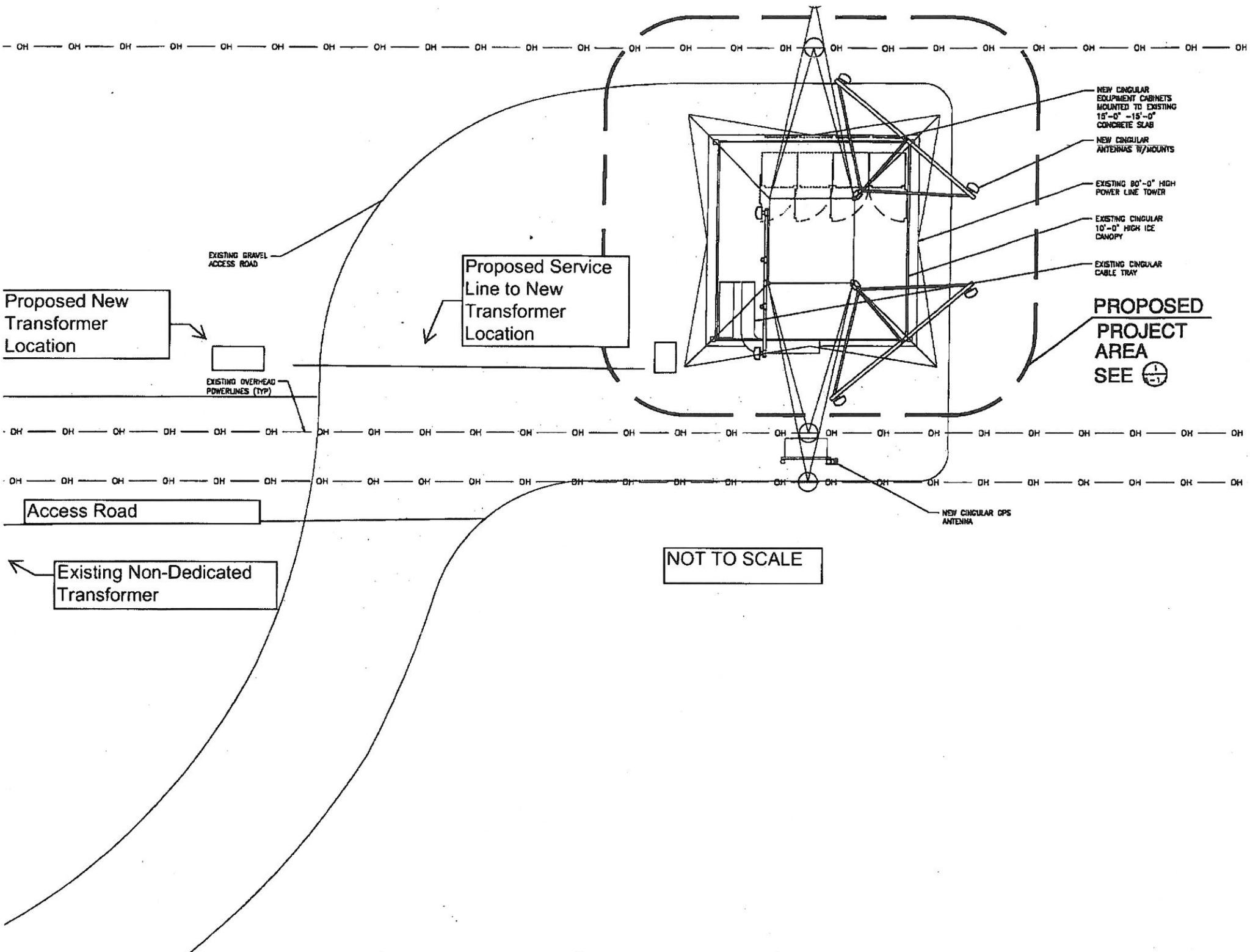
SYMBOLS AND ABBREVIATIONS

A/C	AIR CONDITIONING	HORZ	HORIZONTAL	SHT
AGL	ABOVE FINISH GRADE	HR	HOUR	SM
APPROX	APPROXIMATELY	HT	HEIGHT	SPEC
		HVAC	HEATING	SF
BLDG	BUILDING		VENTILATION	SS
BLK	BLOCKING		AIR CONDITIONING	STL
				STRUCT
CLG	CEILING	ID	INSIDE DIAMETER	STD
CLR	CLEAR	IN	INCH	SUSP
CONC	CONCRETE	INFO	INFORMATION	
CONST	CONSTRUCTION	INSUL	INSULATION	THRU
CONT	CONTINUOUS	INT	INTERIOR	TNNG
		IBC	INTERNATIONAL BUILDING CODE	TYP
DBL	DOUBLE			UND
DIA	DIAMETER			
DIAG	DIAGONAL	LBS	POUNDS	
DN	DOWN	MAX	MAXIMUM	
DET	DETAIL	MECH	MECHANICAL	VERT
DWG	DRAWING	MTL	METAL	VF
		MFR	MANUFACTURE	
EA	EACH	MGR	MANAGER	W/O
ELEV	ELEVATION	MIN	MINIMUM	WP
ELEC	ELECTRICAL	MISC	MISCELLANEOUS	
EQ	EQUAL			
EQUIP	EQUIPMENT	NA	NOT APPLICABLE	
EXT	EXTERIOR	NIC	NOT IN CONTRACT	
		NTS	NOT TO SCALE	
FIN	FINISH			
FLUOR	FLUORESCENT	OC	ON CENTER	
FLR	FLOOR	OD	OUTSIDE DIAMETER	
FT	FOOT			
		PLYWD	PLYWOOD	
GA	GAUGE	PROJ	PROJECT	
GALV	GALVANIZED	PROP	PROPERTY	
GC	GENERAL CONTRACTOR	PT	PRESSURE TREATED	
GRND	GROUND	REQ	REQUIRED	
GYP BD	GYP-SUM WALL BOARD	RM	ROOM	
		RO	ROUGH OPENING	

— T — TELEPHONE
— E — POWER
— G — GROUND WIRE
— COAX — COAXIAL CABLE

⊕ ANTENNA

⊕ CENTERLINE
[E] EXISTING
[N] NEW
② DETAIL NUMBER



Proposed New Transformer Location

EXISTING GRAVEL ACCESS ROAD

Proposed Service Line to New Transformer Location

EXISTING OVERHEAD POWERLINES (TYP)

Access Road

Existing Non-Dedicated Transformer

NOT TO SCALE

NEW CINGULAR EQUIPMENT CABINETS MOUNTED TO EXISTING 15'-0" - 15'-0" CONCRETE SLAB

NEW CINGULAR ANTENNAS W/MOUNTS

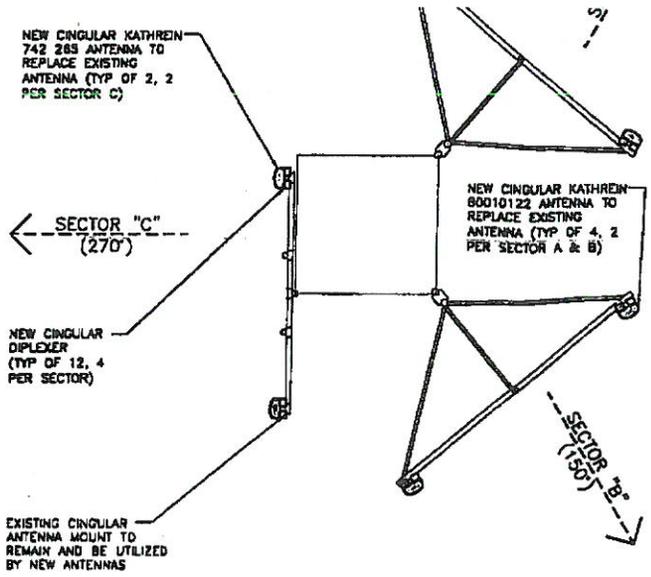
EXISTING 80'-0" HIGH POWER LINE TOWER

EXISTING CINGULAR 10'-0" HIGH ICE CANOPY

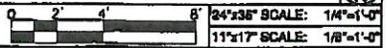
EXISTING CINGULAR CABLE TRAY

PROPOSED PROJECT AREA
SEE 

NEW CINGULAR OPS ANTENNA



3 NEW ANT. LAYOUT



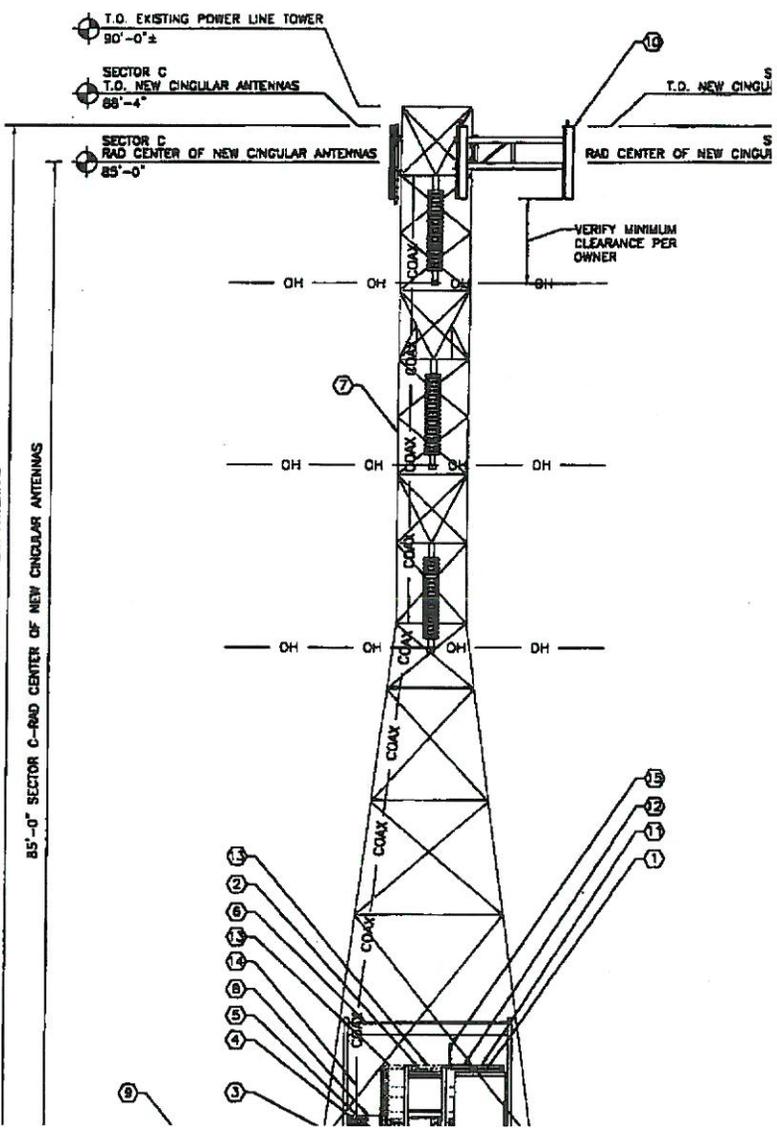
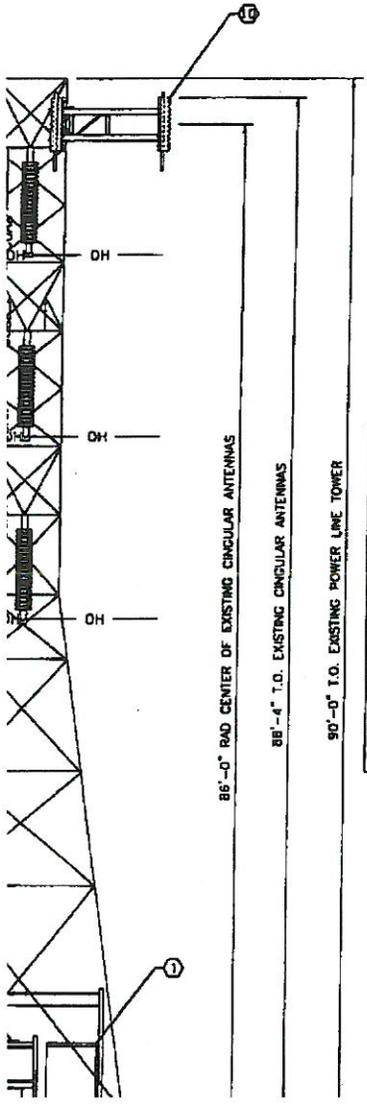
PAINT NOTE:
ALL NEW ANTENNAS, ANTENNA MOUNTS AND MOUNTING HARDWARE TO BE PAINTED TO MATCH EXISTING SITE CONDITIONS

FENCE NOTE:
EXISTING 6'-0" HIGH CHAIN LINK FENCE SHOWN DASHED IN ELEVATIONS FOR CLARITY

- KEYED NOTES**
- ① EXISTING CINGULAR ERICSSON GSM 1900 CABINET
 - ② EXISTING CINGULAR UTILITY RACK
 - ③ EXISTING CINGULAR 15'-0" X 15'-0" CONCRETE SLAB
 - ④ EXISTING CINGULAR ICE BRIDGE
 - ⑤ EXISTING CINGULAR CABLE TRAY W/ DIPLEXER RACK
 - ⑥ EXISTING CINGULAR 10'-0" HIGH ICE CANOPY
 - ⑦ EXISTING 90'-0" HIGH POWER LINE TOWER
 - ⑧ EXISTING CINGULAR DOG HOUSE
 - ⑨ EXISTING GRAVEL ACCESS ROAD
 - ⑩ EXISTING CINGULAR ANTENNAS TO BE REMOVED AND REPLACED (TYP OF 6, 2 PER SECTOR)

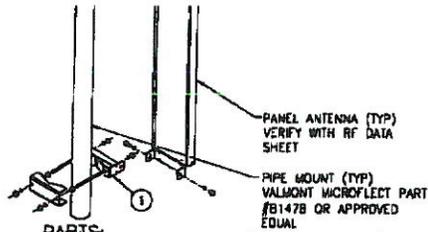
EXISTING 6'-0" HIGH CHAIN LINK FENCE SHOWN DASHED IN ELEVATIONS FOR CLARITY

- ④ EXISTING CINGULAR ICEBRIDGE
- ⑤ EXISTING CINGULAR CABLE TRAY W/ DIPLEXER
- ⑥ EXISTING CINGULAR 10'-0" HIGH ICE CANOPY
- ⑦ EXISTING 90'-0" HIGH POWER LINE TOWER
- ⑧ EXISTING CINGULAR DOG HOUSE
- ⑨ EXISTING GRAVEL ACCESS ROAD
- ⑩ NEW CINGULAR ANTENNAS W/RET TO REPL (SEE DETAILS 1,2,3,4,5,9/A-4)
- ⑪ NEW CINGULAR ARCUS T&D POWER ENCL: (SEE DETAILS 7,10/A-3)
- ⑫ NEW CINGULAR NOKIA 48V ULTRASITE CABIN (SEE DETAILS 5,6,8,10/A-3)
- ⑬ FUTURE CINGULAR NOKIA 48V ULTRASITE C/ (SEE DETAILS 5,6,8,10/A-3)
- ⑭ NEW CINGULAR (B) 7/8" COAX W/ (12) DI
- ⑮ NEW CINGULAR GPS ANTENNA (SEE DETAIL



NOTES

1). THE NUMBER OF CONNECTORS WILL VARY BASED ON ANTENNA TYPE.

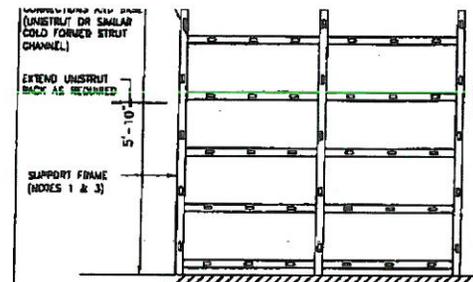


PARTS:

ITEM	QTY	DESCRIPTION
①	1	STANDARD MOUNTING BRACKET
②	1	DOWNWILT BRACKET PER MANUFACTURER SPECS

CONTRACTOR TO VERIFY EXACT PARTS LIST AND ANTENNA INSTALLATION WITH MANUFACTURERS SPECIFICATIONS AND CONSTRUCTION MANAGER

- REINFORCING BARS SHALL BE NEW BILLET STEEL CONFORMING TO A.S.T.M. A615, GRADE 60, DEFORMED.
- DETAIL, FABRICATE AND ERECT REINFORCEMENT BARS, INCLUDING BAR SUPPORTS, SPACERS, ETC. IN ACCORDANCE WITH "DETAILING OF CONCRETE REINFORCEMENT" (A.C.I. 315-80, REV. 1986).
- UNLESS OTHERWISE NOTED, ALL LAP SPLICES SHALL BE CLASS B CONFORMING TO ACI 318-85.
- A CHAMFER OF 3/4" SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE IN ACCORDANCE WITH A.C.I. 301 SECTION 4.2.4 UNLESS OTHERWISE NOTED.
- CONCRETE WORK SHALL BE COORDINATED WITH THE MECHANICAL, EQUIPMENT, AND ELECTRICAL WORK TO ASSURE THAT ALL AFFECTED PIPES, CONDUITS, INSERTS, ETC. ARE IN PLACE AND VERIFIED BEFORE PLACING CONCRETE.
- CONCRETE COVER FOR REINFORCING BARS SHALL CONFORM TO THE FOLLOWING UNLESS INDICATED OTHERWISE ON THE DRAWINGS:
 - CONCRETE EXPOSED TO WEATHER OR IN CONTACT WITH GROUND - 2 INCHES
 - CONCRETE CAST AGAINST EARTH- 3 INCHES
- COORDINATE LOCATION OF STEEL ANCHOR BOLTS WITH STEEL FABRICATOR PRIOR TO INSTALLATION IN FIELD.
- CONTRACTOR SHALL PROVIDE SLEEVES FOR ALL WALL/SLAB PENETRATIONS (PIPING, CONDUIT, ETC.)



NOTES:

- KEEP AREA BEHIND BTS CABINET CLEAR FOR COAX CABLES COMING FROM BELOW.
- TELCO CONDUIT TO BE SHORT AS POSSIBLE.
- DIMENSION FROM SUPPORT FRAME TO BACK OF BTS CABINET WILL VARY BASED ON SITE CONDITIONS.

SCALE: N.T.S.

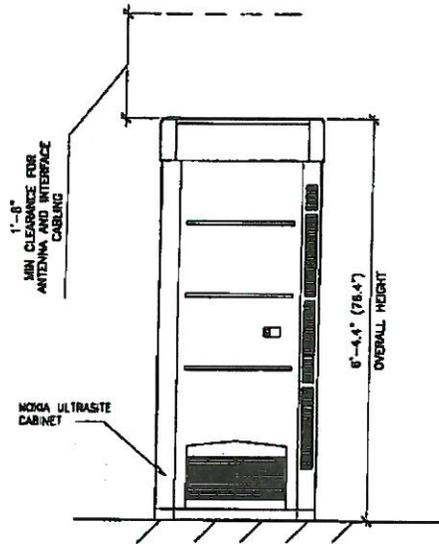
2 ANTENNA MOUNTING DETAIL

SCALE: N.T.S.

3 CONCRETE NOTES

SCALE: N.T.S.

4 COAX SUPPORT RACK I

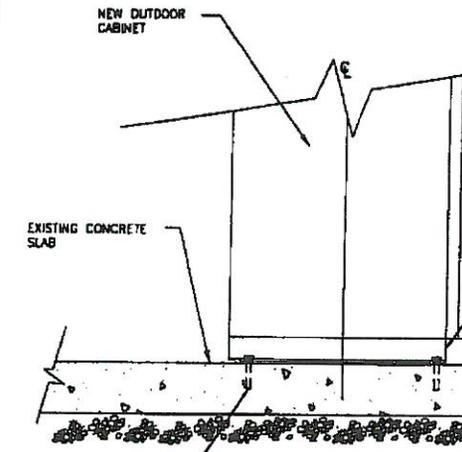
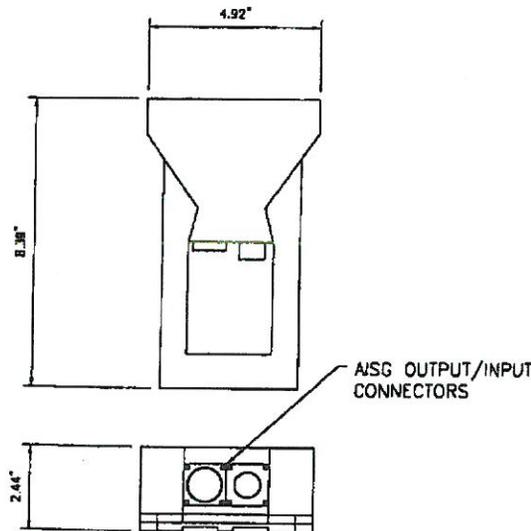


SCALE: N.T.S.

6 ULTRASITE FRONT ELEV.

SCALE: N.T.S.

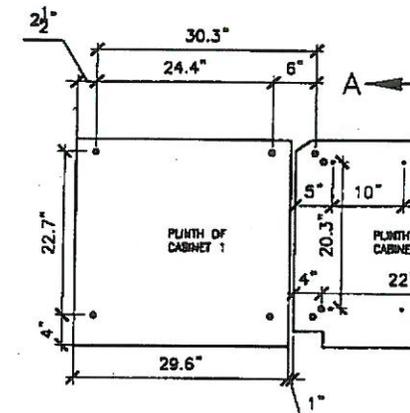
NOKIA OUTDOOR DIMENSIONS		
CABINET	DEPTH x WIDTH x HEIGHT	
OUTDOOR ULTRASITE BTS / ARGUS Tc20 POWER ENCLOSURE	29.5" x 30.3" x 78.4" - NOTE 1 (750mm x 770mm x 1940mm)	
NOKIA OUTDOOR WEIGHT & SLAB LOADING		
CABINET	APPROX. MAX. WT.	MAX. SLAB LOADING
OUTDOOR ULTRASITE BTS	844.8 LBS (384 KG)	136 LBS/FT ² (671 KG/M ²)
ARGUS Tc20 POWER ENCLOSURE		
NOKIA OUTDOOR MINIMUM CLEARANCES		
DIRECTION	MINIMUM CLEARANCE	
CABINET REAR AND WALL	0" (0mm)	

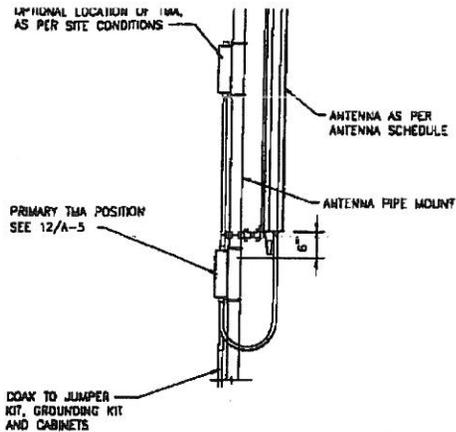


SECTION A-A

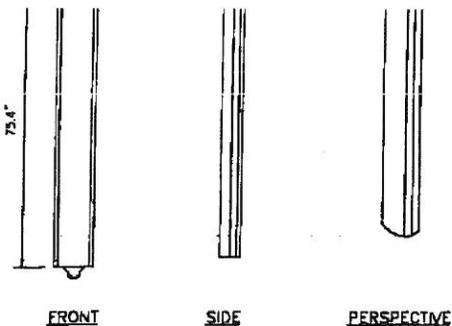
ANCHOR NOTE:

3/8" Ø THREADED RODS EMBEDDED 3" (MIN.) INTO CONCRETE SLAB SECURED WITH HILTI HY150 INJECTION ADHESIVE ANCHOR



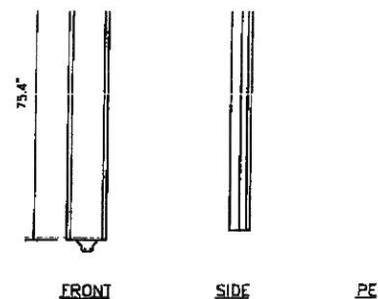


SCALE: N.T.S. 2 EXISTING ERICSSON TMA DETAIL



ANTENNA = KATHREN 800-10122
 WIND AREA = 6.16 SQ.FT.
 WEIGHT = 81.7 LBS (28 KG)

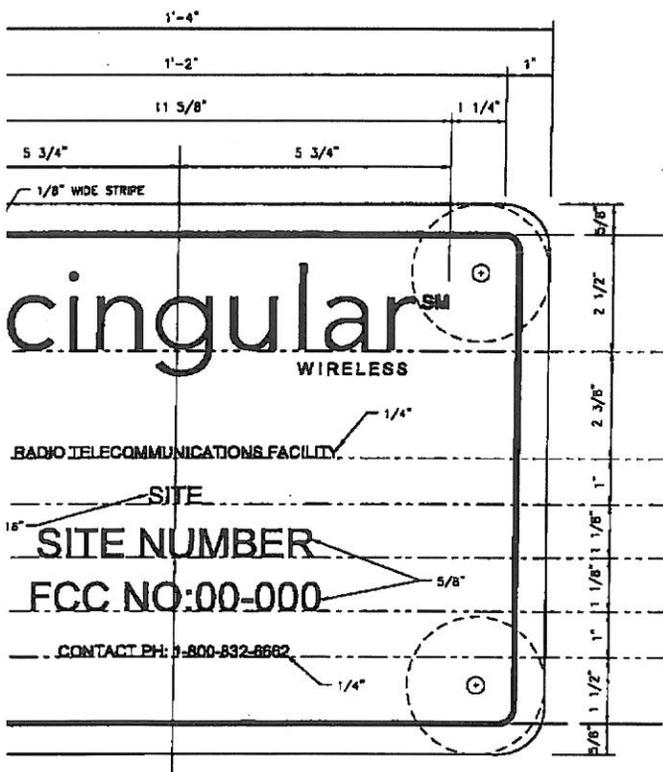
SCALE: N.T.S. 3 NEW ANTENNA DETAIL



ANTENNA = KATHREN 742-265
 WIND AREA = 6.16 SQ.FT.
 WEIGHT = 50.7 LBS (23 KG)

SCALE: N.T.S. 4 NEW ANTENNA DETAIL

DIVIDED BY CINGULAR)
 COMPLIANCE SPECIALIST)



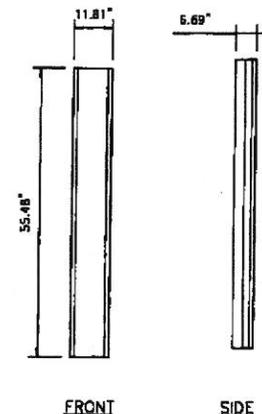
NOTICE



Beyond this point you are entering an area where RF Emissions may exceed the FCC General Population Exposure Limits
 Follow all posted signs and site guidelines for working in an RF environment

Rev. 1/2001 (1/12/01) Cingular Wireless

- SIGNS & PLACEMENT
- LOW LEVEL (BLUE) WARNING SIGNS - PLACE AT SITE ENTRY/ACCESS POINTS ONLY:
 - ROOF TOPS: PLACE SIGNS ON THE INSIDE OF ROOF HATCH; PLACE ON ACCESS DOOR UNLESS DOOR IS USED BY GENERAL PUBLIC OR BUILDING TENANTS REGULARLY FOR ACCESS - IN THESE CASES CONSULT CONSTRUCTION MANAGER OR DC SUPERVISOR
 - WATER TANKS: PLACE SIGNS ON COMPOUND GATE
 - CINGULAR-OWNED SITES: PLACE ONE SIGN ON SITE GATE
- HIGH LEVEL (RED) WARNING SIGNS - PLACE AT ALL ANTENNA SECTORS WHERE ACCESS BY THE GENERAL PUBLIC TO THE ANTENNAS IS POSSIBLE:
 - ALL SIGNS WILL BE SECURED WITH EITHER STAINLESS STEEL ZIP TIES OR STAINLESS TECH SCREWS
- CC PARTICIPATION IN SIGN LOCATION
 - CC WILL MEET WITH ALL CC'S TO OUTLINE CRITERIA FOR SIGN PLACEMENT; EMPHASIS WILL BE ON 'GRAY AREA' SITES, WHERE SIGN PLACEMENT IS PARTICULARLY CHALLENGING - WE WILL GIVE CC'S AS MUCH GUIDANCE ON SPECIFIC SITUATIONS AS WE CAN FORESEE, BUT CC'S WILL BE ENCOURAGED TO PARTNER CC OR DC IN DECIDING PLACEMENT OF DIFFICULT SITES. A JOINT SITE VISIT MAY BE REQUIRED TO FULFILL REQUIREMENTS
 - CC WILL CALL OUT SIGN LOCATION(S) AT THE A&E WALK FOR EACH SITE AS THOSE OCCUR
 - ON SITES WITH EXISTING A&E BUT NOT YET CONSTRUCTED, CC WILL BE ASKED TO PROVIDE (WITHIN A REASONABLE TIME FRAME) TRY &



ANTENNA = RFS AP198014-2T0
 WIND AREA = 5 SQ.FT.
 WEIGHT = 8.24 LBS

5 EXISTING ANTENNA DETAIL

WARNING



Beyond this point you are entering a controlled area where RF Emissions exceed the FCC

Revision Level		2.0	
Bangor			
Contact Details			
Cingular RF Engineer		Dave Bennett	
Cingular RF Manager		Mark Loarie	
Phone		206 979 3179	
Phone		206-686-6004	
Technology Information			
Project Type		Network Consolidation	
Technology			
E911 Information			
KITSAP			
16400 CLEAR CREEK RD NW			
POULSBORO State WA			
98370-			

BR0237

Sector A			Sector B			Sector C		
ERIC 1900	GSM 850	GSM 1900	ERIC 1900	GSM 850	GSM 1900	ERIC 1900	GSM 850	GSM 1900
2			2			2		
1a+4a			7a+70a			13a+16a		
RFS			RFS			RFS		
AP199014-2T0			AP199014-2T0			AP196516-2T0		
SBVP			SBVP			SBVP		
90			90			85		
30			150			270		
0			0			0		
0			0			0		
No			No			No		
55.48 x 11.81 x 6.69			55.48 x 11.81 x 6.69			51.55 x 7.79 x 1.97		
9.24			9.24			11		
86			86			86		
2			2			2		
LDF5 7/8"			LDF5 7/8"			LDF5 7/8"		
105			105			108		
2			2			2		
Ericsson			Ericsson			Ericsson		
No			No			No		
No			No			No		
No			No			No		
1			2			2		
/			/			/		

Existing Coax = LDF7 1-5/8"

Sector A			Sector B			Sector C		
ERIC 1900	GSM 850	GSM 1900	ERIC 1900	GSM 850	GSM 1900	ERIC 1900	GSM 850	GSM 1900
2			2			2		
1a+1b	1c+4d	4a+4b	7a+7b	7c+10d	10a+10b	13a+13b	13c+16d	16a+16b
Kathrein			Kathrein			Kathrein		
800 10122			800 10122			742 265		
DBDP			DBDP			DBDP		
88			88			65		
30			150			270		
0	1	0	0	1	0	0	2	0
0			0			0		
Yes			Yes			Yes		
75.4 x 10.3 x 5.8			75.4 x 10.3 x 5.8			76.3 x 10.3 x 5.3		
79.4			79.4			52.9		
86			86			86		
2	2		2	2		2	2	
LDF5 7/8"	LDF5 7/8"		LDF5 7/8"	LDF5 7/8"		LDF5 7/8"	LDF5 7/8"	
105	105		105	105		108	108	
2	0	0	2	0	0	2	0	0
Ericsson	None	None	Ericsson	None	None	Ericsson	None	None
No	Yes		No	Yes		No	Yes	
No	No	No	No	No	No	No	No	No
No	No	No	No	No	No	No	No	No
1	2	2	2	2	2	2	2	2
/	/	/	/	/	/	/	/	/

Existing Coax = LDF7 1-5/8"

CABLE.

THE FOLLOWING ARE 3 DIFFERENT FORMATS FOR THE BRASS TAGS.

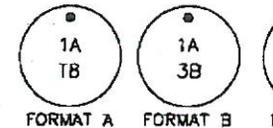
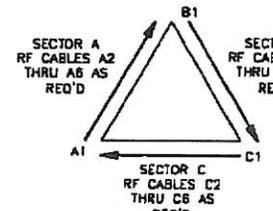


DIAGRAM OF BRASS TAG F

FORMAT A IS USED WHEN THERE IS ONE BEING CARRIED ON A CABLE. FORMAT B TWO TECHNOLOGIES HAVE BEEN DIPLEXED AND WILL BE BROKEN OUT THROUGH A TOP OF THE TOWER. FORMAT C IS USED WHEN TWO TECHNOLOGIES HAVE BEEN QUADRAPLEXED FOR ANTENNA PORT SHARING AT THE TOP

THE FIRST NUMBER DESIGNATES THE ANTENNA, THE SECOND CHARACTER DESIGNATES THE DESIGN TECHNOLOGY TYPE, AND THE LAST NUMBER DESIGNATES THE FREQUENCY BAND OF THE TECHNOLOGY.



NOTE: SECTOR ORIENTATION/AZIMUTH WILL VARY FROM REGION TO REGION. THIS IS SITE SPECIFIC. REFER TO RF REPORT FOR EACH SPECIFIC SITE TO DETERMINE THE SECTOR ORIENTATION.

ALL RF CABLE SHALL BE MARKED AS MARKING LOCATIONS TABLE BELOW:

CABLE MARKING LOCATIONS		
NO.	TAG	LOCATIONS
1.	X	END OF THE MAIN COAX RUN COAXIAL CABLE AND JUMPER ARE CONNECTED.
2.	X	CABLE ENTRY PORT ON THE SHELTER (AS APPLICABLE).
3.	X	END OF JUMPER AT BTS CAB

CABLE COLOR MARKING

IN ADDITION TO THE IMPLEMENTATION OF CONTRACTORS SHALL USE ONE BAND OF COLOR PER CABLE FOR SECTOR DESIGNATION LABEL

THE COLORS SHALL BE AS FOLLOWS:
SECTOR A: RED
SECTOR B: BLUE
SECTOR C: GREEN

THE SECTOR DESIGNATIONS SHALL BE MARKED DESCRIBED ON THE CURRENT RF DATASHEET TIME OF INSTALLATION. RF DATASHEET IS POSTED AT EVERY SITE.

COAX CABLE SPECIFICATION

- CONNECTOR BODY
- VERIFY METER READS A SHORT
- REMOVE SHORT AND VERIFY METER READS OPEN.
- IF STEPS 3 OR 4 FAIL CLEAN THE GLUE OFF THE CENTER CONDUCTOR ON THE JUMPERS
- REPEAT STEPS 1 THROUGH 5 FOR THE REMAINING RECEIVE PATHS.

EXAMPLE: TA3135_A_1AG9_IL-SHORT

- H) ANTENNA SYSTEM RETURN LOSS
THIS TEST MEASURES THE RL OF THE TRANSMISSION LINE TERMINATING INTO THE ANTENNA WITHOUT THE TMA AND DUPLEXER.

TEST FREQUENCIES: 1900 F1=1850 F2=1990/850 F1= 824 F2= 894

- PRESS MODE, THEN SELECT HIGHLIGHT RETURN LOSS ON SITE MASTER
- VERIFY CAL ON IS STILL LIGHT IN TOP LEFT CORNER OF SITE MASTER, IF NOT RE-CALIBRATE SITE MASTER.
- PRESS LIMIT TO SET THE HORIZONTAL MARKER; SET LIMIT LEVEL TO -17 DB
- STARTING WITH TX/RX 1. USE THE DIN (F) TO DIN (F) CONNECTORS TO BYPASS THE TMA AS SHOWN IN FIGURE 2.
- PERFORM RETURN LOSS MEASUREMENT
- PRESS MARKERS SELECT M1 THEN MARK PEAK
- VERIFY MARKER M1 IS > -17 DB
- LABEL SWEEP AS SITE ID_SECTOR_CABLE_LABEL_TYPE OF SWEEP THEN SAVE SWEEP
- REPEAT RETURN LOSS TEST FOR THE REMAINING TRANSMISSION LINES

EXAMPLE: TA3135_A_1AG9_RL-ANT

- I) ANTENNA SYSTEM WITH DIPLEXER/TMA RETURN LOSS
THIS TEST MEASURES THE RL OF THE COMPLETE ANTENNA NETWORK ON THE TX AND RX PATH.

TX TEST FREQUENCIES: F1=1930 F2=1990

- ENTER TEST FREQUENCIES AND PERFORM CALIBRATION PROCEDURE LISTED ABOVE.
- PRESS LIMIT TO SET THE HORIZONTAL MARKER; SET LIMIT LEVEL TO -15 DB
- STARTING WITH TX/RX 1. REMOVE THE DIN (F) TO DIN (F) CONNECTOR AND RECONNECT THE TMA SHOWN IN FIGURE 1 AND DIPLEXER IF PROVIDED.
- PERFORM RETURN LOSS MEASUREMENT.
- PRESS MARKERS SELECT M1 THEN MARK PEAK
- VERIFY MARKER M1 IS > -15 DB
- LABEL SWEEP AS SITE ID_SECTOR_CABLE_LABEL_TYPE OF SWEEP THEN SAVE SWEEP
- DISCONNECT SWEEP GEAR FROM TX/RX 1.
- REPEAT RETURN LOSS TEST FOR THE REMAINING TRANSMISSION LINES

EXAMPLE: TA3135_A_1AG9_RL-TX

RX TEST FREQUENCIES: F1=1850 F2=1910

- ENTER TEST FREQUENCIES AND PERFORM CALIBRATION PROCEDURE LISTED ABOVE.
- PRESS LIMIT TO SET THE HORIZONTAL MARKER; SET LIMIT LEVEL TO -15 DB
- STARTING WITH TX/RX 1. REMOVE THE DIN (F) TO DIN (F) CONNECTORS AND RECONNECT THE TMA SHOWN IN FIGURE 1 AND CONNECT DIPLEXER IF PROVIDED.
- PERFORM RETURN LOSS MEASUREMENT.
- PRESS MARKERS SELECT M1 THEN MARK PEAK
- VERIFY MARKER M1 IS > -15 DB
- LABEL SWEEP AS SITE ID_SECTOR_CABLE_LABEL_TYPE OF SWEEP THEN SAVE SWEEP
- DISCONNECT SWEEP GEAR FROM TX/RX 1.
- REPEAT RETURN LOSS TEST FOR THE REMAINING TRANSMISSIONS LINES

EXAMPLE: TA3135_A_1AG9_RL-RX

TX/RX TEST FREQUENCIES: F1= 824 F2= 894

- ENTER TEST FREQUENCIES AND PERFORM CALIBRATION PROCEDURE LISTED ABOVE.
- PRESS LIMIT TO SET THE HORIZONTAL MARKER; SET LIMIT LEVEL TO -15 DB
- STARTING WITH TX/RX 1. CONNECT THE DIPLEXERS IF PROVIDED.
- PERFORM RETURN LOSS MEASUREMENT.
- PRESS MARKERS SELECT M1 THEN MARK PEAK
- VERIFY MARKER M1 IS > -15 DB
- LABEL SWEEP AS SITE ID_SECTOR_CABLE_LABEL_TYPE OF SWEEP THEN SAVE SWEEP.
- DISCONNECT SWEEP GEAR FROM TX/RX 1.
- REPEAT RETURN LOSS TEST FOR THE REMAINING TRANSMISSION LINES.

RL)
TER)

= 824 F2= 894
TX FREQ F1= 869 F2 894
RX FREQ F1= 824 F2 849
1900 GSM U9= 1900 UMTS

TEST FREQUENCIES FOR VALUES

OR OPEN/SHORT/LOAD
DO NOT REMOVE LOAD. VERIFY THE TRACE IS FLAT
-54 DB. IF NOT RETIGHTEN ALL CONNECTORS AND
SURGING -54 DB EITHER THE LOAD IS BAD OR THE

SETUP
FAILURE ANALYSIS TOOL FOR THE TRANSMISSION

F1= 824 F2= 894

TRANSMISSION LINE AND JUMPERS BETWEEN THE

F1= 824 F2= 894

PROCEDURE LISTED ABOVE.
DIN (F) CONNECTOR TO BYPASS THE TMA SHOWN

JUMPER SHOWN IN FIGURE 1

FROM M1 TO M2 THEN DIVIDE BY 2. M1+M2/2=IL
TABLE 1 AS A REFERENCE. M1+M2/4 =SHOULD
1 DB.

TYPE OF SWEEP THEN SAVE SWEEP
TRANSMISSION LINES.

SCHEDULE 40, TYPE " CONFORMING TO UL ARTICLE
SLIP-ON SOLVENT SEALED T PIPE, SOLVENT,
IMUM RADIUS.

N (UNLESS OTHERWISE NOTED).

POLYETHYLENE.

CONSTRUCTION.

IS IN CONJUNCTION WITH THE PROJECT.

BE PROPER AUTHORITIES AND INFORM CIRCULAR
E SUBMITTED TO THE OWNER'S REPRESENTATIVE

N AND PERFORMED IN A WORKMANLIKE MANNER AND
GRESS OF THE PROJECT.

MAXIMUM LOADS TO ASSURE PROPER OPERATION

MINATION WITHOUT SPLICES

IES AND/OR UTILITY COMPANIES.

EQUIPMENT TO AVOID LOCATION CONFLICTS

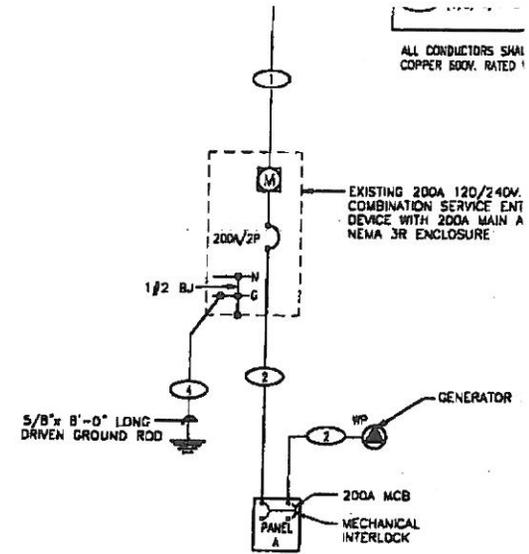
V LABELS NEATLY PLACED ALONG SIDE OF THE

ND SEALED WITH A FIRE RESISTANT CAULKING TO

ALL PENETRATIONS

DESCRIPTION		TOTAL (VA)	BREAKER A	P	CCT	PH	CCT	BREAKER A	P	TOTAL (VA)	DESCRIPTION
RECTIFIER	1980	30	2	1	A	2	30	2	1980	RECTIFIER	
RECTIFIER	1980	30	2	3	B	4	30	2	1980	RECTIFIER	
RECTIFIER	1980	30	2	5	A	5	30	2	1980	RECTIFIER	
RECTIFIER	1980	30	2	7	B	8	30	2	1980	RECTIFIER	
RECTIFIER	1980	30	2	9	A	10	30	2	1980	RECTIFIER	
RECTIFIER	1980	30	2	11	B	12	30	2	1980	RECTIFIER	
SAFETY APPROPRIATE	60	2	13	A	14	30	1	1	1800	TECO CABINET	
SPACE	2	15	B	16	20	20	1	1	1800	LTC AND RECEPTACLES	
SPACE	2	17	A	18	22	20	1	1	1800	SPACE	
		19	B	20	23	24					
		21	A	22	23	24					
		25	A	26	27	28					
		27	B	28	29	30					
		29	A	30	31	32					
		31	B	32	33	34					
		33	A	34	35	36					
		35	B	36	37	38					
		37	A	38	39	40					
		39	B	40	41	42					
		41	A	42							

LOAD TYPE	CONNECTED LOAD	POWER FACTOR	KVA	LOAD FACTOR	REQ CALCULATED LOAD
LIGHTING					
INCANDESCENT	0.3 KW @	100%	0.3 @ 100%		0.4 KVA
FLUORESCENT	KW @	95%		@ 100%	KVA
RECEPTACLES					
FIRST TO KW	0.5 KW @	100%	0.5 @ 100%		0.5 KVA
REMAINDER	KW @	100%		@ 56%	KVA
MOTORS					
LARGEST	KW @	80%		@ 125%	KVA
REMAINDER	KW @	80%		@ 100%	KVA
OTHER	25.6 KW @	100%	25.6 @ 100%		25.6 KVA
TOTAL	28.4 KW		28.4 KVA		28.3 KVA
			MINIMUM PANEL CAPACITY =		110 AMPERES
PHASE "A"	13.7 KW	PHASE		A-B	93% PHASE
PHASE "B"	12.7 KW	POWER			BALANCE
		FACTOR	100%		



S SCALE: N.T.S. **2** PANEL SCHEDULE

SCALE: N.T.S. **3** TYPICAL ELECTRICAL ONE-LINE DIAGR.

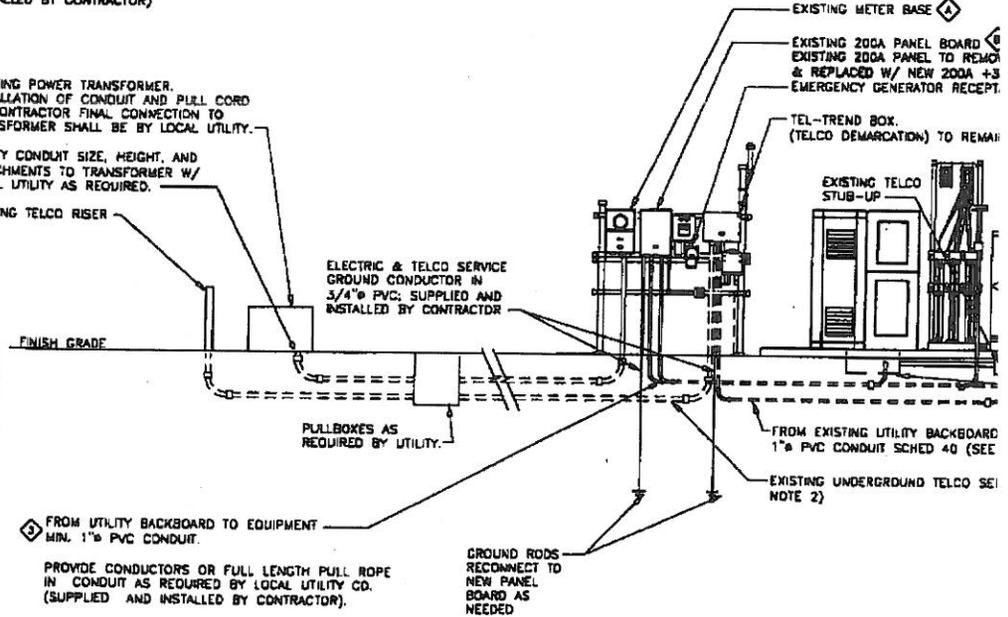
- A** CUTLER-HAMMER OUTDOOR METER BASE 14-1/4"x29"x6-1/2" W/200A MAIN BREAKER (MODEL# CGBT200R/SC). ELECTRIC SERVICE METER ENCLOSURE SUPPLIED AND INSTALLED BY CONTRACTOR PER LOCAL UTILITY CO. REQUIREMENTS
- B** *EYELANDER CELL TRANSFER PANEL WITH MAIN DISCONNECT, BREAKERS & TRANSFER SWITCH (CATALOG #WMTS200-28-1-200). 200 AMP PANEL / LOAD CENTER / +30 POSITION MIN. (SQUARE D) REFER TO PANEL SCHEDULE (SEE DETAIL 2/E-1)
- C** APPLETON RECEPTACLE (CATALOG #ADJA200442DOORS) 200 AMP/4W/4P/3TY :

* SOURCE: EYELANDER ELECTRIC
800-932-8988
3601 EVERETT AVE.
PO BOX 1479
EVERETT, WA. 98206

NOTE:
REFER TO SHEET A1.1 FOR ALL EQUIPMENT LOCATIONS

NOTE:
ALL UNDERGROUND CONDUIT BENDS TO HAVE MIN. 24" BEND. USE RGS CONDUIT SIZING TO MATCH, WITH 90° BEND (SUPPLIED AND INSTALLED BY CONTRACTOR)

EXISTING POWER TRANSFORMER. INSTALLATION OF CONDUIT AND PULL CORD BY CONTRACTOR FINAL CONNECTION TO TRANSFORMER SHALL BE BY LOCAL UTILITY. VERIFY CONDUIT SIZE, HEIGHT, AND ATTACHMENTS TO TRANSFORMER W/ LOCAL UTILITY AS REQUIRED.



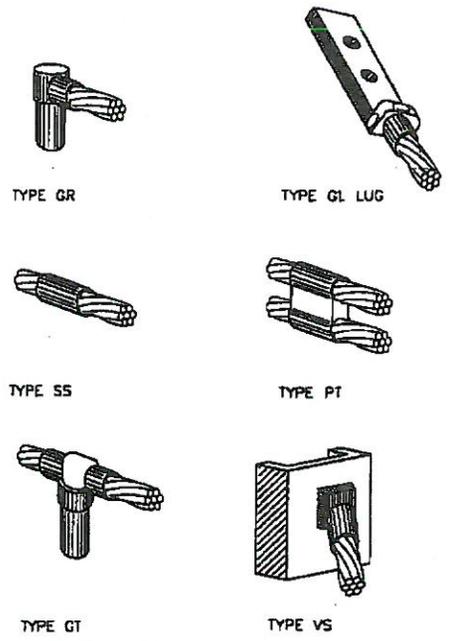
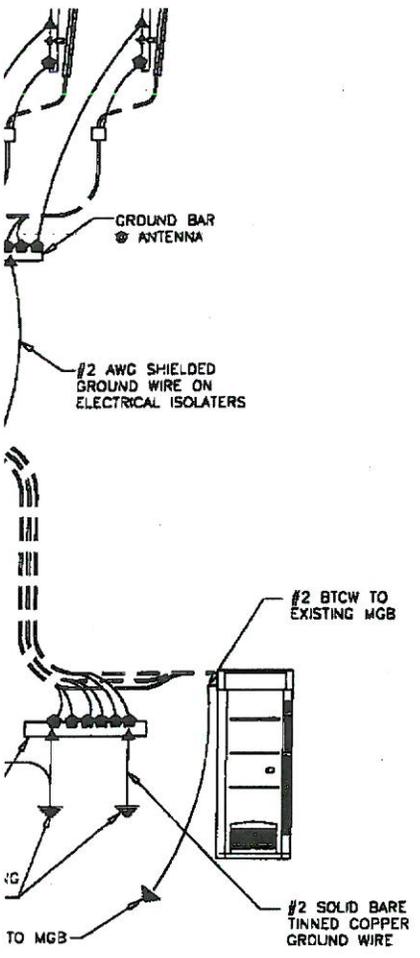
GRADE, AC PAVING
PE AND
OF EXISTING
ID

CTED SOIL TO MIN
ODIFIED MAX DENSITY
STM D1557 METHOD

WARNING TAPE

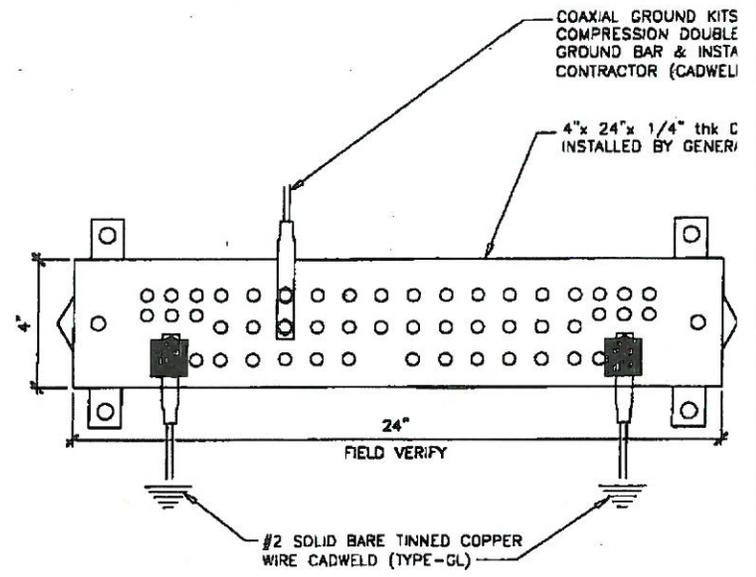
CONDUIT WHERE
BLE COORDINATE
ID TYPE WITH
JILITY

1. PRIOR TO THE SUBMISSION OF BIDS, THE BIDDING CONTRACTOR SHALL VISIT THE CELL SITE TO FAMILIARIZE WITH THE EXISTING CONDITIONS AND TO CONFIRM THAT THE WORK CAN BE ACCOMPLISHED AS SHOWN ON THE CONSTRUCTION DRAWINGS. ANY DISCREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF CONTRACTOR.
2. CONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS PRIOR TO COMMENCING ANY WORK. ALL DIMENSIONS OF EXISTING CONSTRUCTION SHOWN ON THE DRAWINGS MUST BE VERIFIED. CONTRACTOR SHALL NOTIFY THE CONTRACTOR OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION.
3. THE EXISTING CELL SITE IS IN FULL COMMERCIAL OPERATION. ANY CONSTRUCTION WORK BY CONTRACTOR SHALL NOT DISRUPT THE EXISTING NORMAL OPERATION. ANY WORK ON EXISTING EQUIPMENT MUST BE COORDINATED WITH CONTRACTOR. ALSO, WORK SHOULD BE SCHEDULED FOR AN APPROPRIATE MAINTENANCE WINDOW USUALLY IN LOW TRAFFIC PERIODS AFTER MIDNIGHT.
4. SINCE THE CELL SITE IS ACTIVE, ALL SAFETY PRECAUTIONS MUST BE TAKEN WHEN WORKING AROUND HIGH LEVELS OF ELECTROMAGNETIC RADIATION. EQUIPMENT SHOULD BE SHUTDOWN PRIOR TO PERFORMING ANY WORK THAT COULD EXPOSE THE WORKERS TO DANGER. PERSONAL RF EXPOSURE MONITORS ARE ADVISED TO BE WORN TO ALERT OF ANY DANGEROUS EXPOSURE LEVELS.
5. CONTRACTOR SHALL DETERMINE ACTUAL ROUTING OF CONDUIT, POWER AND T1 CABLES, GROUNDING CABLES. CONTRACTOR SHALL UTILIZE EXISTING TRAYS AND/OR SHALL ADD NEW TRAYS AS NECESSARY. CONTRACTOR SHALL CONFIRM THE ACTUAL ROUTING WITH THE CONTRACTOR.



NOTE: CADWELD "TYPES" SHOWN ABOVE ARE EXAMPLES - CONSULT WITH PROJECT MANAGER FOR SPECIFIC TYPES OF CADWELDS TO BE USED FOR THIS PROJECT.

NOTE: COAT ALL MECHANICAL CONNECTIONS WITH "NDOX" OR APPROVED EQUAL



RAM SCALE: N.T.S.

2 CADWELD DETAILS

SCALE: N.T.S. 3 GROUND BAR DETAIL

1. ALL DETAILS ARE SHOWN IN GENERAL TERMS. ACTUAL INSTALLATION AND CONSTRUCTION MAY VARY DUE TO SITE SPECIFIC CONDITIONS.
2. GROUND ALL ANTENNA BASES, FRAMES, CABLE RUNS, AND OTHER METALLIC COMPONENTS USING GROUND WIRES AND CONNECT TO SURFACE MOUNTED BUS BARS. FOLLOW ANTENNA AND BTS MANUFACTURERS PRACTICES FOR GROUNDING REQUIREMENTS. GROUND COAX SHIELD AT BOTH ENDS AND EXIT FROM TOWER OR POLE USING MFR'S PRACTICES.
3. ALL GROUND CONNECTIONS SHALL BE CADWELD. ALL WIRES SHALL BE COPPER THHN/THWN. ALL GROUND WIRE SHALL BE GREEN INSULATED WIRE ABOVE GROUND.
4. CONTRACTOR TO VERIFY AND TEST GROUND TO SOURCE. GROUNDING AND OTHER OPERATIONAL TESTING WILL BE WITNESSED BY CINGULAR WIRELESS, LLC. REPRESENTATIVE.
5. REFER TO DIVISION 16 GENERAL ELECTRIC; GENERAL ELECTRICAL PROVISION AND COMPLY WITH ALL REQUIREMENTS OF GROUNDING STANDARDS.
6. ELECTRICAL CONTRACTOR TO PROVIDE DETAILED DESIGN OF GROUNDING SYSTEM, AND RECEIVE APPROVAL OF DESIGN BY AUTHORIZED CINGULAR WIRELESS, LLC. REPRESENTATIVE, PRIOR TO

U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
LAND USE REVIEW REQUEST

TRANSMISSION LINE MAINTENANCE LURR COMMENTS

14. Operating Line Name (s) Aitrap Banger #1 14/6 | 15. TLM Log No. | 16. Case No. 20120082

Unacceptable TLM, TELC, TERR, NRS Meeting Requested

Acceptable as proposed Acceptable with following provisions (see comments)

A distance of at least _____ feet from conductors (wires in the air), and the

- All above ground uses must maintain a distance of at least 50-feet from all structures. (**Exception: where vegetation is concerned - see comments below**)
- Any underground portion of the project is required to be built to HS20 loading standards or to State and Local regulations whichever is greater. Also, maintain a distance of at least 50-ft from all steel lattice structures, and 25-ft from all pole structures. (**Exceptions: septic / drain fields - see comments below**).
- Please note:** Buried BPA underground facilities; i.e. counterpoise, fiber vaults, etc. may be present and require _____ feet of clearance.
- All approved fences shall have a 16-foot gate(s) installed at the approved location for access by BPA maintenance vehicles and BPA is permitted to use its own TM locks, where needed.
- Access road use requires joint inspection with applicant and TLM / NRS personnel prior to use - and - an additional inspection at the time of termination of any use/agreement must be made prior to release.
- Shall have a BPA approved safety watcher present during construction of the project.
- Vegetation - Landscape, low growing vegetation, and shrubs, should not exceed _____ feet in height, and must be at least 50-feet (or _____) away from any structure.
- T & B required - see your NRS for Christmas Tree and Commercial Orchard requirements.**

Comments:

Fastall as Per BPA Regulations.

Reviewer C. Lee Ward | Phone No. 360-570-9361 | Date 12-15-11

**U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
LAND USE REVIEW REQUEST**

1. CASE NO. **20120082** | 2. DATE **12/13/2011** | 3. FROM: REAL PROPERTY MANAGEMENT - TERR-3
12/12/2011
Missinne, E.J.; 360-570-4352; TERR-Olympia

4. TO:
 A. Transmission Electrical Design; Stephan Fraering- TELC-TPP-3
 B. Lineman Foreman III: TFOF-Olympia
 C. Pollution Prev. Abate: Elaine S. Stratton - KEPR-AMPN-2
 D. Chief Substation Operator
 E. Survey and Mapping: Jay Conant-TERM-TPP-4
 F. Other:
 G. Natural Resource Specialist:
 H. Customer Account Exec
(See web link below (K.1.))
 I. Customer Service Engineer:
 J. District Manager:

K1. http://www.transmission.bpa.gov/business/acct_execs/default.cfm

5. BRIEF SUMMARY OF APPLICATION OR ENCROACHMENT
pad mount transformer 14/0 # Conduit + Buried Power

6. APPLICANT OR ENCROACHER
AT&T - New Cingular Wireless PCS, LLC/c/o Goodman Networks Inc.

7. OPERATING & DESIGN NAME OF LINE(S) and/or SUBSTATION(S)
KITSAP-FAIRMOUNT NO 1 (OPR KITSAP-BANGOR NO1)

8A. TRACTS - EASEMENT
K-B-14-A-2 | 8B. TRACTS - FEE
| 8C. LEAD TRACT ID
| Multiple Lead Tracts

9. LOCATION 1/4, 1/4 | SECTION | TOWNSHIP | RANGE | MERIDIAN | COUNTY | STATE
SW1/4SW1/4 | **28** | **26 N** | **1E** | **WM** | **Kitsap** | **WA**

10. ATTACHMENTS
 A. Encroachment Report
D. BPA Drawing Number(s) **125514**
 B. Letter of Application
 C. Application For Proposed Use Of BPA Right-Of-Way
E. Other Drawings **Applicant drawings**
F. Other Attachments or Comments:

11. REALTY SPECIALIST NAME/ PHONE/ ROUTING *(There are TWO drop-down options to choose from)* | SIGNATURE
~~Stephan Fraering 360-570-4352~~

12. THIS REQUEST IS REFERRED FOR EVALUATION AND COMMENTS, INCLUDING ADVERSE EFFECTS ON FUTURE PLANS
PLEASE MAKE COMMENTS OR RESERVATIONS IN RELATION TO YOUR AREA OF EXPERTISE.

- See attached comments.
- See attached Transmission Electrical design comment sheet.
- See attached TLM comment sheet.
- Approved as Requested.
- Request Meeting with all reviewers.
- No review required at this time.

Return comments to Christine Kimball - TERR 3

13. SIGNATURE | ROUTING | PHONE | DATE

Return Original w/comments to Realty Specialist - See Item 11
RETENTION: TERR= See disposition; others=A

Christine Kimball

**S. DEPARTMENT OF ENERGY
BULLHEVILLE POWER ADMINISTRATION
APPLICATION FOR PROPOSED USE OF BPA RIGHT-OF-WAY**
1-800-282-3713



Ask for Real Property Services or a contact person from web site.
www.transmission.bpa.gov/LanCom/Real_Property.cfm
Privacy Act Statement

18 USC § 832, et. seq., and 42 USC § 7101 authorize the collection of this information, which will be used by BPA to assess whether your proposed use of our right-of-way will interfere with BPA's land rights. This information is authorized to be maintained in Privacy Act system of records DOE-24, "Land Records System." Providing the requested information is voluntary; however, failure to provide complete information may result in a delay or denial of your application. Authorized routine uses for which this information may be disclosed are listed in the Privacy Act system of records notice for DOE-24, which is published in the Federal Register.

Date
11-8-11

NO APPLICATION FEE For individual landowners requesting personal use of BPA Right-of-Way	\$250 APPLICATION FEE For developments or subdivisions. Application fee is non-refundable	\$2500 APPLICATION FEE For longitudinal occupancies that require multiple miles of BPA Right-of-Way. Application fee is non-refundable.
--	---	---

Applicant

1. NAME
A T & T - New Cingular Wireless PCS, LLC/c/o Goodman Networks Inc.

2. ADDRESS, CITY, STATE, ZIP
8815 122nd Ave NE, Kirkland, WA 98033

3. TELEPHONE NO. 713-292-7120
EMAIL ADDRESS: mcunningham@GOODMANNETWORKS.COM
FAX NO:

Owner (Complete only if the applicant is not the owner.)

4. NAME
Randy and Robin Dubois

5. ADDRESS, CITY, STATE, ZIP
16300 Clear Creek Rd. NW, Poulsbo, WA 98370

6. TELEPHONE NO.
EMAIL ADDRESS:
FAX NO:

7. LOCATION OF PROPERTY (Legal description of the property. This information is on your title, insurance policy, courthouse deed, or your tax statement.)
(PROVIDE A COUNTY ASSESSOR'S MAP SHOWING THE OWNER'S BOUNDARY LINES AND THE LOCATION OF USE.)
WA193 Bangor

Existing Telecommunication Site BPA Structure BE66, Tower 14,6 of Kitsap-Fairmount #1 (Kitsap-Bangor)
Transmission Line.

QUARTER SECTION(S) SWSW	SECTION(S) 28	TOWNSHIP 26N	RANGE 1E	COUNTY Kipsap	STATE WA
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8. PURPOSE FOR WHICH BPA RIGHT-OF-WAY/PROPERTY IS TO BE USED

Check all boxes that apply and complete the information on the following page. (Include a map, plan or sketch if appropriate.)

Driveway / Roadway Width

Pipelines

Width	N/A	Type:	<input type="checkbox"/> Gas	<input type="checkbox"/> Sewer	<input type="checkbox"/> Water	<input checked="" type="checkbox"/> Electric Service Line
Material	N/A	Diameter	N/A	N/A	N/A	Voltage
PLEASE ATTACH EXISTING AND PROPOSED GRADING PLANS.						
		Material	N/A	N/A	N/A	Underground X
		Buried Depth	N/A	N/A	N/A	Overhead

Other Uses:

Narrative: Please describe your intended use in detail. In order to assure safe clearance, please describe any equipment that will be used for applied use (including equipment intended to construct and maintain the use). Space is provided on page 2 for a drawing. **IF GRADING, PLEASE ATTACH EXISTING AND PROPOSED GRADING PLANS**

Conduit 2" approximately 125' feet and Depth of 48" Pad Mount Transformer.

CONTACT MIKE CUNNINGHAM 713-292-7120



9. APPLICANT NAME _____ 10. APPLICANT SIGNATURE _____ 11. APPLICANT TITLE _____
20120082



Department of Energy

Bonneville Power Administration
P.O. Box 3621
Portland, Oregon 97208-3621

FREEDOM OF INFORMATION ACT/PRIVACY PROGRAM

February 6, 2017

In reply refer to: FOIA BPA 2017-00156-F

Cindy A. Johnson
Attorney at Law
Acebedo & Johnson, LLC.
900 Meridian E., Suite 19-452
Milton, WA 98354-7004
cindyajohnson@hotmail.com

Dear Ms. Johnson:

This communication responds to your January 26, 2017 letter to Mr. Mautner in the Bonneville Power Administration's (BPA) Office of General Counsel (OGC) regarding your client's (Ms. Nikki Johanson) interest in obtaining certain agency records relevant to your client's property, Tax Parcel 282601-3-027-2006 in Kitsap County, Washington.

To iterate for the sake of clarity, on November 3, 2016, my office received the following FOIA request for agency records from Mr. Williams of the firm Acebedo & Johnson, LLC, Puyallup, Washington (the Acebedo firm):

"...any easements, leases, or other agreements associated with ... an electrical tower identified as KTS BNGR Line 1, Mile 14, Tower 6 (WA 0193) and the cell tower identified as USID #61567 (AT&T – Site: Bangor). This tower rests on tax parcel #282601-3-027-2006 in Kitsap County, Washington...[and]...services Bangor Trident Base in Kitsap County, Washington...; specifically [requested is] a 'master lease' signed in or about 1996; a lease signed by BPA in or about 1997; a renewal signed in or about 2002; and any other documents associated with the tower."

In response to that FOIA request, BPA's Transmission Account Services and Real Property Services offices located the following responsive agency records:

1. Land Use Agreement; 09/07/2012; New Cingular Wireless PCS, LLC (AT&T); Bangor Site (WA0193); 38 pages
2. Aerial Photograph; Bangor Site (WA0193); 1 page

3. Contract No. 96MS-95361, 08/19/1996, Master Lease Agreement (Multiple Sites) executed by the US Department Of Energy acting by and through the BPA and GTE Mobilnet, Inc.; 47 pages
4. Amended Contract No.1, Contract No. 96MS-95361, Master Lease Agreement (Multiple Sites) executed by the US Department Of Energy acting by and through the BPA and GTE Wireless of The Pacific Inc.; 45 pages
5. Memorandum of Agreement executed by BPA and New Cingular Wireless PCS, LLC, 03/21/2010; (terminating three MLAs and the transfer of all FLAs to the new MLA; (Contracts No. 97TX-30017, 96MS-95361, 00TX-10369)); Lease Agreement No. 10TX-14723; 1 page
6. Lease Agreement No. 10TX-14723; Master Lease Agreement Executed by the U.S. Department of Energy acting by and through BPA and New Cingular Wireless PCS, LLC (AT&T); 17 Pages
7. Facilities Lease 970319, 12/16/1997, Bangor Site (WA0193), (Contract No. 96MS-95361) executed by the US Department Of Energy acting by and through the BPA and GTE Mobilnet, Inc.; 15 pages (“copy; no original available”)
8. Notice of Asset Transfer, 08/28/2001; Cingular Wireless File No. TM-Ditt2, Contract Number 96MS-95361; Transfer from GTE Wireless of The Pacific Inc. to Cingular Wireless PCS, LLC (AT&T); 2 pages

Two Responsive Records Released

At various times throughout the past thirty days, BPA’s Transmission Account Services and Real Property Services offices in Washington State were also contacted by the Acebedo firm, outside the agency’s FOIA process. Members of the Acebedo firm solicited BPA personnel for the above enumerated agency records. Unfortunately, prior to my office’s awareness, agency records 1 and 2, above, were released to the Acebedo firm without review (or the application of possible statutorily required redactions) by either my office or by BPA’s OGC. New Cingular/AT&T has been apprised of that records release.

Six Responsive Records to be Reviewed Prior to Release

In the search for responsive records, BPA has identified and gathered agreements by and between BPA and New Cingular/AT&T. Those agency records are subject to release under the FOIA. However, as my office previously informed Mr. Williams, in a December 5, 2016 email communication, the contracts and agreements the Acebedo firm requested will need to be reviewed by the OGC for the possible application of statutory exemptions. In accord with the FOIA, BPA is required to solicit any third-party signatory’s objections to release under 5 U.S.C. § 552(b)(4) (Exemption 4), which protects confidential commercial or financial information from release. The third-party signatories (i.e., GTE Mobilnet, Inc., GTE Wireless of the Pacific Inc., Cingular Wireless LLC, and New Cingular Wireless PCS, LLC (dba AT&T)) will have 30 days to object to a release of their information. The third-party signatory may or may not respond to that objection solicitation. Should the third-party signatory object to a release of their possible confidential commercial or financial information, the OGC will have the burden to make a legal determination to either redact or release the information. BPA’s Exemption 4 analysis of a third-party objection, if any, and the agency’s determination on the release or redaction of that information, has historically taken about 60 to 90 days to complete.

BPA understands your and Mr. William's client's interests in the agency records requested and will, of course, release responsive records to Mr. Williams as exemption reviews are completed by the OGC. Records will be released to Mr. Williams as they are cleared for release and/or after any applicable exemption redactions are applied. Please know that work on Mr. William's FOIA request has been moving forward, with the available agency personnel and available person-hours being employed toward fulfilling that FOIA request.

Expedited Processing

In your January 26, 2017 letter to Mr. Mautner, you inquired on the topic of a records release in response to the BPA 2017-00156-F request prior to the current target date of March 10, 2017.

The FOIA permits expedited processing in cases of "compelling need" (5 U.S.C. § 552(a)(6)(E)). A requester may demonstrate compelling need if failure to obtain records quickly would pose a threat to the life or physical safety of an individual (5 U.S.C. § 552(a)(6)(E)(v)(I)). Also, a request by an individual primarily engaged in disseminating information (e.g., a journalist) may demonstrate compelling need if there is an urgency to inform the public regarding actual or alleged Federal Government activity (5 U.S.C. § 552(a)(6)(E)(v)(II)). Additionally to note, BPA responds to its many FOIA requests on a timeline often driven by records-gathering efforts from various agency departments, by the required exemption analyses under all applicable sections of 5 U.S.C. § 552(b), and by agency staff availability and workloads – as such, the complexity and breadth of a request often controls the response timeline. Requests for expedited processing are carefully considered because granting such a request moves it ahead of previously submitted FOIA requests, and ineludibly works to the disadvantage of other citizen requesters. Therefore, in the absence of a demonstration of compelling need and also in the interest of fairness to all FOIA requesters, BPA cannot grant expedited processing of the BPA 2017-00156-F request.

BPA appreciates your noted patience as we work through processing Mr. William's FOIA request to completion. Questions about this communication may be directed to James King, CorSource Technology Group, Inc., assigned to the BPA FOIA office, at 503.230.7621.

Sincerely,



C. M. Frost
Freedom of Information/Privacy Act Officer

Cc:
Adam Williams
Acebedo & Johnson, LLC

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