

## LEASE FOR ANTENNA COLLOCATION AND FACILITIES SITE

STATE OF NEW MEXICO     §  
                                      §  
COUNTY OF LOS ALAMOS   §

This LEASE FOR ANTENNA COLLOCATION AND FACILITIES SITE (this "Lease") is entered into as of March 5, 2002, by and between the INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO ("Landlord") and Alamosa Properties, L.P., A Texas limited partnership ("Tenant").

### 1. Definitions and Certain Basic Provisions

1.1 The following definitions and basic provisions apply to this Lease:

**Facility:** The water tank known as the North Mesa Water Tank and all related equipment located on that certain parcel of property shown on the attached Exhibit "A," incorporated herein by reference, also referred to herein as the "**Land**," owned by Landlord.

**Effective Date:** March 5, 2002

**Landlord's Address:** Incorporated County of Los Alamos  
Attn: Deputy County Administrator  
P.O. Box 30  
Los Alamos, New Mexico 87544

**Lease Term:** The 60-month period (the "**Primary Term**") commencing on the Effective Date. The term "**Lease Term**," as used herein, shall include all valid renewals or extensions of the term of this Lease unless the context clearly indicates to the contrary.

**Lease Year:** The first twelve (12) calendar months of the term of this Lease shall constitute the first Lease Year of this Lease. The second Lease Year and each succeeding Lease Year shall consist of the twelve (12) months immediately following the expiration of the immediately preceding Lease Year.

**Other Communication Uses:** Those uses described on the attached Exhibit "E," incorporated herein by reference.

**Permitted Use:** Tenant shall use the Premises only for the purpose of installing, maintaining, repairing, replacing, removing and operating certain telecommunications equipment, which equipment is more particularly described in the attached Exhibit "B" ("**Tenant's Equipment**") and uses incidental thereto to provide telecommunications services, and for no other purpose.

**Premises:** The portion of the Land and the Facility hereby leased to Tenant, as shown on the attached Exhibit "C," incorporated herein by reference, containing approximately Six Hundred Twenty-Four (624) square feet and space on the Facility at the One Hundred Twenty-two (122) foot level.

**Rental:** Payment of Rental shall commence on the Effective Date. For the Primary Term, Tenant shall pay rental in the amount of SIX THOUSAND and No/100 DOLLARS U.S. (\$6,000 U.S.) per annum. Rental shall increase for any Renewal Term as provided in this Lease. Rental is payable in advance on the Effective Date and on or before the same day of each succeeding calendar year throughout the Lease Term. Rental for any partial year upon the termination of the Lease Term shall be prorated based on a 365-day year.

**Security Deposit:** No security deposit shall be required

**Tenant's Address:** Alamosa Properties, L.P.  
P.O. Box 64840  
Lubbock, Texas 79464-4840  
Attn: Kelly Alderman, Leasing Administrator

**With a Copy To:** Steven A. Portnoy  
Attorney at Law  
14800 Quorum Drive, Suite 200  
Dallas, Texas 75254

**With Copy To:** Citicorp USA, Inc.  
Two Penns Way  
Suite 200  
New Castel, Delaware 19720  
Attn: Bilal Aman

## **2. Lease of Premises**

2.1. Landlord, in consideration of the Rental and other charges to be paid and the other covenants and agreements to be performed by Tenant, hereby demises and leases to Tenant, and Tenant hereby takes from Landlord, the Premises commencing on the Effective Date and ending on the last day of the Lease Term unless sooner terminated as herein provided. Tenant acknowledges and agrees that Tenant's use of the space on the Facility is non-exclusive. Tenant may install and maintain transmission and utility wires, cables, conduits and pipes on the Land necessary to carry out the Permitted Use, provided that Tenant obtain Landlord's prior written consent of the specific location of all such installations, such consent not to be unreasonably withheld.

2.2 Tenant shall have the right to extend this Lease for five (5) periods of five (5) years each (the "**Renewal Terms**") by giving written notice of renewal to Landlord at least ninety (90) days prior to the expiration of the then-current Lease Term. Each Renewal Term shall be on the same terms and conditions set forth in this Lease, except that upon the first anniversary of the Effective Date and upon each subsequent anniversary of the Effective Date during the Primary Term and during any Renewal Terms, rental payments for each year shall be increased by three percent (3%) over the annual rental payment for the immediately preceding year.

2.3 The Premises are delivered to Tenant and are being leased "AS IS" and "WITH ALL FAULTS," and Landlord makes no representation or warranty of any kind, expressed or implied, with respect to the condition of the Premises (including habitability, fitness or suitability for particular purpose of the Premises). TO THE MAXIMUM EXTENT

PERMITTED BY APPLICABLE LAW, LANDLORD HEREBY DISCLAIMS, AND TENANT WAIVES THE BENEFIT OF, ANY AND ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF HABITABILITY, FITNESS OR SUITABILITY FOR TENANT'S PURPOSE. TENANT ACKNOWLEDGES THAT NEITHER LANDLORD NOR ANY AGENT OF LANDLORD HAS MADE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE PREMISES OR WITH RESPECT TO THE SUITABILITY OF SAME FOR THE PURPOSE HEREIN INTENDED. BY OCCUPYING THE PREMISES, TENANT SHALL BE DEEMED TO HAVE ACCEPTED THE SAME AS SUITABLE FOR THE PURPOSE HEREIN INTENDED.

2.4. Tenant shall peaceably and quietly hold and enjoy the Premises for the Lease Term, without hindrance from Landlord or Landlord's successors or assigns, subject to the terms and conditions of this Lease including the performance by Tenant of all of the terms and conditions of this Lease to be performed by Tenant and including the payment of Rental and other amounts due hereunder.

2.5 This Lease shall be subject to any and all easements, rights-of-way, covenants, liens, conditions, restrictions, and outstanding mineral or royalty interests, if any, relating to the Premises, to the extent, and only to the extent, the same still may be in force and effect and either shown of record in the Office of the County Clerk of the county in which the Land is located, or apparent on the Land.

### **3. Rent and Security Deposit**

3.1 In consideration of this Lease, Tenant promises and agrees to pay to Landlord at Landlord's Address stated or at such other address as Landlord may designate by notice in writing to Tenant, the Rental, without demand, deduction or set-off, for each month of the Lease Term.

3.2 If Tenant fails to pay to Landlord when due any installment of Rental or any other sum to be paid to Landlord that may become due hereunder, Landlord will incur additional expenses in an amount not readily ascertainable and that have not been elsewhere provided for between Landlord and Tenant. If Tenant fails to pay Landlord any installment of Rental within five (5) days after it is due or any other sum to be paid hereunder when due, Tenant will pay Landlord on demand a late charge of five percent (5%) thereof. Failure to pay such late charge upon demand shall be an event of default hereunder. Such late charge shall be in addition to all other rights and remedies available to Landlord hereunder or at law or in equity and shall not be construed as liquidated damages or limiting Landlord's remedies in any manner.

### **4. Early Termination**

4.1 Tenant may terminate this Lease if (i) Tenant is unable to obtain or renew at an expense or within the time period acceptable to Tenant, in its discretion, any necessary license, permit, consent, or other approval to allow Tenant to use the Premises for the Permitted Use, or Tenant's Federal Communications Commission authorization to operate Tenant's Equipment is revoked, canceled, not renewed, or otherwise forfeited by Tenant; (ii) a title search, survey, geo-technical and/or environmental study and RF engineering analysis performed by Tenant at Tenant's sole expense within six (6) months after the Effective Date reveals defects or abnormalities which Tenant, in Tenant's sole discretion, determines would interfere with or prevent Tenant's intended use, provided that Tenant shall provide prior written notice to Landlord or Tenant's intent

to perform any such search or study and shall proceed with the search or study only after the written consent of Landlord, which consent shall not be unreasonably withheld or delayed and shall be deemed given if not withheld in writing with fifteen (15) days after receipt of notice from Tenant; (iii) any pre-existing communications facilities, or any communications facilities or other structures of any kind now or hereafter located on or in the vicinity of the Facility interfere with Tenant's Equipment and Tenant is unable to correct such interference through reasonably feasible means; or (iv) Tenant's equipment is totally or partially destroyed by fire or other casualty at any time so as, in Tenant's discretion, to cause Tenant's operation and use of the Premises to be infeasible for economic or other business reasons. Tenant shall give notice of the intended date of termination, which shall be at least thirty (30) days after the date of Tenant's written notice to Landlord, and shall continue to make its rental payments as due through the date of termination.

4.2 Tenant may immediately terminate this Lease by giving written notice to Landlord of Landlord's default hereunder, after notice and opportunity to cure as herein provided.

4.2.1 Landlord or Tenant may terminate this Lease without cause at any time upon providing one-year advance written notice to the other party of the notifying party's intent to terminate this Lease. Landlord's option under this Paragraph 4.2.1 to terminate this Lease shall not be exercised prior to the commencement of the 6th Lease Year and Tenant's option under this Paragraph 4.3. to terminate this Lease shall not be exercised prior to the commencement of the 3rd Lease Year.

4.3 Throughout the Lease Term, Landlord will not knowingly grant a lease to any other party for use of all or any part of the Facility if such use would adversely affect or interfere with Tenant's operation of Tenant's Equipment. Tenant's sole remedy for Landlord's breach of the foregoing obligation shall be Tenant's right to terminate this Lease upon thirty (30) days notice to Landlord if another user of the Facility causes interference with Tenant's operations that has not been corrected within thirty (30) days after notice to Landlord, or if new structures are built nearby that block or partially block Tenant's transmissions in a manner that significantly interferes with Tenant's operations.

4.4 If Tenant terminates this Lease for any reason, Landlord shall not be obligated to return, refund, or provide a credit for any portion of the Rental due or paid to Landlord prior to termination.

4.5 At or before the expiration or termination of this Lease for any reason, Tenant shall surrender to Landlord the Premises, remove Tenant's Equipment, and shall restore the Premises to substantially the same condition existing on the Effective Date, except for ordinary wear and tear, or as otherwise specifically requested in writing by Landlord. If Tenant fails to remove the Tenant Equipment, the Tenant Equipment shall be subject to disconnection, removal, and storage by Landlord. In such event, Tenant shall pay to Landlord upon written demand therefore, the disconnection, removal and storage costs and expenses incurred by or on behalf of Landlord. If after termination or expiration of this Lease Tenant's Equipment or any part thereof remains on the Premises, then Tenant shall be considered to occupy the Premises as a tenant at will and the provisions of Section 16 of this Lease will apply.

## 5. Use and Care of Premises

5.1 The Premises may be used only for the Permitted Use, and for no other purpose or purposes without the prior written consent of Landlord.

5.2 Tenant, at its sole cost, shall observe, perform, and comply with all laws, statutes, ordinances, rules, and regulations promulgated by any governmental agency and applicable to the Premises or the use thereof, including all applicable zoning ordinances, building codes and environmental laws. Tenant shall not occupy or use the Premises or permit any portion of the Premises to be occupied or used for any use or purpose that is unlawful in part or in whole, or deemed by Landlord to be disreputable in any manner or extra hazardous on account of fire. Tenant shall operate its business in a reputable manner.

5.3 Tenant shall take good care of the Premises and keep the Premises neat, clean and free from dirt, rubbish, insects, and pests at all times. Tenant shall arrange for the pick-up and removal of all trash and garbage at Tenant's expense. Tenant shall not operate an incinerator or burn trash or garbage on the Premises.

5.4 Tenant shall procure, at its sole expense, any permits or licenses required for Tenant's use of the Premises. Landlord will cooperate with Tenant, at Tenant's expense, in making application for and obtaining necessary licenses, permits and other necessary approvals that may be required for Tenant's Permitted Use; provided, however, that Landlord shall not be required to assume any liability, costs, expenses, or undertake any investigation or other similar activity.

5.5 None of Tenant's Equipment shall be installed on the Facility nor shall any construction commence on the Premises until Tenant has submitted its construction and installation plans and list of contractors and subcontractors to Landlord in writing and such plans and list have been approved in writing by Landlord, such approval not to be unreasonably withheld, delayed or conditioned. Tenant shall not alter the plans without the prior written approval of Landlord. Tenant shall be responsible for grounding all external and internal wiring and cabling installed by Tenant. Tenant shall obtain Landlord's prior written approval of such grounding plans. In the event any such plans are not approved or rejected by Landlord within fifteen (15) days of submittal by Tenant, the plans shall be deemed approved. Title to Tenant's Equipment shall be held by Tenant. Tenant's Equipment shall remain Tenant's personal property and no part of Tenant's Equipment shall be considered fixtures.

5.6. Tenant shall not cause electrical interference to Landlord or to any other tenant or user of the Project who is occupying or using a portion of the Land or the Facility as of the date Tenant proposes to lease the Premises from Landlord. At Landlord's request, Tenant shall perform an intermod and interference study at the Property and perform an interference evaluation. Tenant acknowledges that the Other Communication Uses will not, if properly and lawfully operated, interfere with Tenant's use, and that Tenant's use will not interfere with the Other Communication Uses.

5.7 Tenant shall not bring or permit to remain on the Premises any asbestos containing materials, petroleum, explosives, toxic materials, or substances defined as hazardous wastes, hazardous materials, or hazardous substances under any federal, State, or local law or regulation ("Hazardous Materials"), except ordinary products commonly used in connection with the Permitted Use and stored in the usual and lawful manner and

quantities. Tenant's violation of the foregoing prohibition shall constitute a material breach and default hereunder and Tenant shall indemnify, hold harmless and defend Landlord from and against any claims, damages, penalties, liabilities, and costs (including reasonable attorneys' fees and court costs) caused by or arising out of (i) a violation of the foregoing prohibition or (ii) the presence or any release of any Hazardous Materials on, under, or about the Premises during Tenant's occupancy or control of the Premises. Tenant shall clean up, remove, remedy and repair any soil or ground water contamination and damage caused by the presence and any release of any Hazardous Materials in, on, under, or about the Premises during Tenant's occupancy of the Premises in conformance with the requirements of applicable law. Tenant shall immediately give Landlord written notice of any suspected breach of this Section, upon learning of the presence or any release of any Hazardous Materials, and upon receiving any notices from governmental agencies pertaining to Hazardous Materials which that may affect the Premises. The obligations of Tenant hereunder shall survive the expiration or earlier termination, for any reason, of this Lease.

5.8 Landlord represents that it has not and shall not bring or permit to remain on the Premises any Hazardous Materials, except ordinary products commonly used in connection with Landlord's use of the Land and the Facility and stored in the usual and lawful manner and quantities.

## **6. Maintenance and Repair of Premises**

6.1 Landlord shall have no obligation to repair or maintain the Premises and Landlord shall have no liability for any damages or injury arising out of any condition or occurrence causing a need for such repairs.

6.2 Tenant, at its sole cost and expense, shall repair or replace any damage or injury done to the Premises, the Land, or the Facility, or any part thereof, by Tenant or Tenant's agents, employees, invitees or visitors, including any damage occasioned by the installation, operation, maintenance or removal of Tenant's Equipment. If any repairs required to be made by Tenant hereunder are not made within thirty (30) days after written notice delivered to Tenant by Landlord, Landlord may, at its option, make such repairs without liability to Tenant for any loss or damage that may result by reason of such repairs, and Tenant shall pay to Landlord within five (5) days after demand as additional rental hereunder the cost of such repairs plus twenty percent (20%) of the amount thereof to cover overhead.

6.3 Tenant shall maintain the Premises in good, tenantable, and sightly condition. Tenant shall properly maintain any landscaping relating to the Premises reasonably required by Landlord to assure a sightly condition of the Land and the Facility.

6.4 Tenant shall inform Landlord of any and all requirement for marking and lighting, including any lighting automated alarm system, required by the Federal Communications Commission ("FCC"), the Federal Aviation Administration ("FAA"), or any other governmental entity with jurisdiction, as a result of Tenant Facilities and shall, at Landlord's option, install the same at Tenant's expense, or pay Landlord's expenses of installing same. Tenant shall be responsible for assuring compliance with all such requirements. If lighting requirements apply and a lighting automatic system has been installed by Landlord, Landlord shall allow Tenant to bridge-in to the system to permit a parallel alarm or to install a second alarm, at Landlord's option.

## **7. Leasehold Improvements / Alterations**

7.1 Except as contemplated in **Exhibit "C"**, Tenant shall not make or permit to be made any alterations, additions or improvements to the Premises or paint, install lighting or decorations, or install any signs, window or door lettering or advertising media of any type on or about the Premises without the prior written consent of Landlord. Upon Landlord's written request, at the termination of this Lease Tenant shall restore those portions of the Premises that Tenant altered, added to or improved to the condition in which they existed on the Effective Date. Tenant's Equipment and all furniture, movable trade fixtures and equipment installed in the Premises by Tenant may be removed by Tenant at the termination of this Lease if Tenant so elects, and shall be so removed if required by Landlord, or if not so removed shall, at the option of Landlord, become the property of Landlord without compensation to Tenant. In the event of any such removal, Tenant shall, at its expense, repair and restore to the condition in which it existed on the Effective Date any portion of the Land or Facility that is damaged by such removal.

7.2 All construction work done by Tenant on or in the Premises shall be performed in a good and workmanlike manner, in compliance with all governmental requirements. Tenant agrees to indemnify Landlord and hold Landlord harmless against any loss, liability or damage resulting from such work, and Tenant shall, if requested by Landlord, furnish a bond or other security satisfactory to Landlord against any such loss, liability or damage.

7.3 Tenant will not permit any mechanic's lien or other liens to be placed upon the Premises, the Land or the Facility, or any portion thereof, caused by or resulting from any work performed, materials furnished or obligation incurred by or at the request of Tenant, and in the case of the filing of any such lien, Tenant will immediately pay, obtain the release of, or bond around same. If any lien is not removed (or bonded around) within thirty (30) days, Landlord shall have the right and privilege at Landlord's option of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much additional rent hereunder due from Tenant to Landlord and shall be repaid to Landlord (together with interest at the lesser of the rate of eighteen percent (18%) per annum or the maximum rate permitted by law from the date paid by Landlord) within ten (10) days after Tenant's receipt of a statement from Landlord therefor.

7.4 If Tenant's Equipment causes any measurable adverse interference with Other Communication Uses, then Tenant shall cause the elimination of such interference in a prompt and timely manner. If such measurable adverse interference by Tenant's Equipment with Other Communication Uses cannot be eliminated within a reasonable length of time, but not to exceed forty-eight hours after notice thereof, Tenant shall cause the interference to cease except for brief tests necessary for the elimination of the interference.

## **8. Access**

8.1 Except as otherwise provided herein, Tenant and Tenant's employees, agents, and contractors shall have access to the Premises 24 hours per day, 7 days a week for the purpose of carrying out the Permitted Use. Landlord may fence and lock the Property, or any portion thereof. If Landlord chooses to fence and lock that portion of the property that includes Tenant's equipment building on the ground, Landlord shall provide to Tenant the key or other information necessary to allow Tenant entry. Notwithstanding

anything herein to the contrary, Tenant shall not be entitled in any circumstance to unattended access to the water tower and the cabling, antenna, and other Tenant equipment located in or on the water tower. To access Tenant equipment in or on the water tower, Tenant shall notify the County Department of Public Utilities and request attended access to the water tower. Tenant must provide as much advance notice to Landlord as reasonably possible. For each such access to the water tower that occurs outside regular County utility business hours (7:30 a.m. to 4:00 p.m. on business days, excluding county holidays), Tenant shall pay, immediately upon demand by the County, the cost incurred by the County for providing an attendant. The County estimates that the cost of attended access will be approximately \$120.

Landlord reserves the right to require Tenant to provide the name, address, and background information on each and every employee, agent, or representative of Tenant that will access the Premises. Landlord further reserves the right to restrict access by one or more of Tenant's employees, agents, or representatives, or to refuse access to the Premises at any time Landlord deems necessary or desirable, in Landlord's sole discretion, for security purposes.

8.2 Landlord shall have the right to enter upon the Premises at any time in the event of an emergency and at any reasonable time for any reasonable purpose, including without limitation, inspecting same.

## **9. Utilities**

9.1. Landlord makes no representation with regard to utility services available to the Premises. Tenant shall pay promptly and before delinquency all charges for electricity, water, gas, telephone service, sewerage service, and other utilities furnished to the Premises and shall pay promptly any maintenance charges therefore. Such payments shall be made directly to the provider of the utility service. Utilities shall be separately metered.

9.2 Tenant, at Tenant's sole cost, shall install, maintain and repair all wiring, conduits, facilities, equipment (including meters or submeters) and cabling necessary to connect the Premises or Tenant's Equipment to the utility service providers and connections.

9.3 If **Exhibit "D"** is attached to this Lease, Landlord hereby grants Tenant a non-exclusive easement (the "Easement") as described on Exhibit "D" for the purposes of installation, operation, maintenance, repair, replacement and removal of all wiring, conduits, facilities, equipment and cabling necessary to connect Tenant's Equipment or the Premises to utility services, provided that Tenant's use of the Easement does not interfere with use of the Easement by Landlord or others using the Easement at the time of Tenant's installation of the wiring, conduits, facilities, equipment or cabling. Landlord reserves the right to cross the Easement and use and grant the use of other easements in, under, on, over, through and across, the Easement to others for any uses or purposes, except that no such other grants shall permit or allow unreasonable interference with the Easement herein granted to Tenant. Landlord shall have the right, at Landlord's expense, to relocate the Easement to Tenant, provided such new location shall not materially and adversely interfere with Tenant's operations within the Premises. The Easement shall be for a term commencing on the Effective Date of this Lease and shall automatically terminate on the expiration or earlier termination of this Lease. Provided, however, that Tenant agrees in such event to execute and deliver to Landlord,



its successors or assigns, a termination of easement, duly executed and acknowledged by Tenant, on the request of Landlord.

9.4 Landlord shall not be liable for any interruption or failure in utility services arising from any cause whatsoever other than Landlord's gross negligence or intentional misconduct, nor shall any such interruption or failure be construed as an eviction of Tenant or work an abatement of rent, nor relieve Tenant from fulfillment of any covenant or agreement hereof, nor render Landlord liable in any respect for damages to either person, property or business.

#### **10. Indemnity and Public Liability Insurance**

10.1 FROM AND AFTER THE EFFECTIVE DATE, LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE TO TENANT FOR ANY LOSS OR DAMAGE TO ANY PROPERTY OR PERSON OCCASIONED BY THEFT, ACT OF GOD, PUBLIC ENEMY, INJUNCTION, RIOT, STRIKE, INSURRECTION, WAR, COURT ORDER, REQUISITION OR ORDER OF GOVERNMENTAL BODY OR AUTHORITY OR ANY SIMILAR MATTER OR BY THE PREMISES BEING OUT OF REPAIR OR BY DEFECT IN OR FAILURE OF EQUIPMENT, PIPES, OR WIRING, OR BROKEN GLASS, OR BY GAS, WATER, STEAM, ELECTRICITY OR OIL LEAKING, ESCAPING, OR FLOWING INTO THE PREMISES. LANDLORD SHALL NOT BE LIABLE TO TENANT, OR TO TENANT'S AGENTS, SERVANTS, EMPLOYEES, CUSTOMERS, CONTRACTORS OR INVITEES AND TENANT SHALL INDEMNIFY, DEFEND, AND HOLD LANDLORD, LANDLORD'S COUNCIL MEMBERS, EMPLOYEES, OFFICERS, AND CONTRACTORS HARMLESS FROM AND AGAINST ANY AND ALL FINES, SUITS, CLAIMS, DEMANDS, LOSSES, LIABILITIES, ACTIONS, AND COSTS (INCLUDING COURT COSTS AND ATTORNEYS' FEES) ARISING FROM (I) ANY INJURY TO PERSON OR DAMAGE TO PROPERTY CAUSED BY ANY ACT, OMISSION, OR NEGLIGENCE OF TENANT, TENANT'S AGENTS, SERVANTS, EMPLOYEES, CUSTOMERS OR INVITEES, (II) TENANT'S USE OF THE PREMISES OR THE CONDUCT OF TENANT'S BUSINESS, (III) ANY ACTIVITY, WORK, OR THING DONE, PERMITTED OR SUFFERED BY TENANT IN OR ABOUT THE LAND AND THE FACILITY, (IV) ANY BREACH OR DEFAULT IN THE PERFORMANCE OF ANY OBLIGATION ON TENANT'S PART TO BE PERFORMED UNDER THE TERMS OF THIS LEASE, OR (V) THE DESIGN OR CONSTRUCTION OF TENANT'S EQUIPMENT OR ANY OTHER IMPROVEMENTS CONSTRUCTED ON THE PREMISES, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR WILLFUL MISCONDUCT OF LANDLORD, LANDLORD'S OFFICERS OR EMPLOYEES.

10.2 Tenant shall, at Tenant's expense, maintain a policy or policies of comprehensive general liability insurance with limits of not less than \$1,000,000 with respect to bodily injury or death to any number of persons in any one accident or occurrence, nor less than \$1,000,000 with respect to property damage in any one accident or occurrence, throughout the Lease Term. Landlord may reasonably increase the minimum limits for the policy or policies of comprehensive general liability insurance maintained by Tenant on the 5<sup>th</sup> anniversary date of this Lease and every 5<sup>th</sup> anniversary date thereafter by giving Tenant at least thirty (30) days written notice prior to the anniversary date on which the increase would be effective.

10.3 Tenant shall, at Tenant's expense, maintain a policy or policies of "All Risk" property insurance that insures Tenant's Equipment for its full replacement cost.

10.4 Tenant shall, at Tenant's expense, maintain a policy or policies of excess/umbrella insurance with limits of not less than \$2,000,000.

10.5 All policies of insurance that Tenant is required to maintain hereunder shall be issued by and binding upon solvent insurance companies licensed to do business in New Mexico, shall name Landlord as an additional insured, and shall contain a provision to the effect that Landlord, although named as an insured, shall nevertheless be entitled to recovery under said policy for any loss occasioned to Landlord, its servants, agents, and employees by reason of the acts, omission, and/or negligence of Tenant. Prior to entering upon the Premises, Tenant shall furnish to Landlord either (i) a copy of Tenant's insurance policies or (ii) evidence of insurance verifying Tenant's compliance with the insurance coverage requirements of this Article 10 and indicating the exclusions from coverage, if any. Any insurance company providing insurance required hereunder shall notify Landlord at least thirty (30) days prior to cancellation or material change of any such insurance. All insurance required by this Article 10 shall be primary and noncontributing with any insurance that may be carried by Landlord.

10.6. Tenant hereby waives any cause of action it might have against Landlord as a result of any loss or damage that is required to be insured against by Tenant under this Lease. Tenant agrees that it will obtain from its insurance carrier endorsements to all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise against the other party.

## **11. Eminent Domain**

11.1 If all or a portion of the Premises is taken for any public or quasi-public use under any law, ordinance or regulation or by right of eminent domain or by private purchase in lieu thereof, this Lease shall terminate and the rent shall abate during the unexpired portion of this Lease, effective on the date physical possession is taken by the condemning authority.

11.2 All compensation awarded for any taking (or the proceeds of private sale in lieu thereof) of the Premises shall be the property of Landlord, and Tenant hereby assigns Tenant's interest in any such award to Landlord; provided, however, Landlord shall have no interest in any award made to Tenant for loss of business or for the taking of Tenant's Equipment and Tenant's other property if a separate award for such items is made to Tenant.

## **12. Casualty**

12.1 If substantially all of the Facility is destroyed by fire, tornado or other casualty or if the Premises or the Facility is so damaged that rebuilding or repairs cannot, in the reasonable judgment of Landlord, be completed within one hundred eighty (180) days after the date of such damage, Landlord may at its option terminate this Lease, in which event, this Lease shall terminate effective as of the date of such damage. If the Premises or the Facility is damaged by fire, tornado or other casualty covered by Landlord's insurance, if any, but only to such extent that rebuilding or repairs can, in the reasonable judgment of Landlord, be completed within one hundred eighty (180) days after the date of such damage, or if the damage is more serious but Landlord does not elect to terminate this Lease, in either such event Landlord shall within one hundred twenty (120) days after the date of such damage commence actions to rebuild or repair the Premises and/or the Facility and shall proceed with reasonable diligence to restore

same to substantially the same condition in which it was immediately prior to the happening of the casualty, except that Landlord shall not be required to rebuild, repair or replace any part of Tenant's Equipment or other equipment, fixtures and improvements that may have been placed by Tenant or other tenants within the Premises or the Project. Landlord shall allow Tenant a diminution of Rental during the time the Premises are unfit for the purposes herein intended, which diminution shall be based upon the diminished usefulness of the Premises to Tenant. Any insurance that may be carried by Landlord or Tenant against loss or damage to the Premises or to the Facility shall be for the sole benefit of the party carrying such insurance and under its sole control.

### **13. Assignment and Subletting**

13.1. Tenant shall not assign or in any manner transfer this Lease or any estate or interest therein, or sublet the Premises or any part thereof, or grant any license, concession, or other right to occupy any portion of the Premises without the prior written consent of Landlord; provided, however, that Tenant may assign its rights and delegate its duties hereunder to any individual or firm, corporation, partnership, association, trust or other entity which, whether directly or indirectly, controls, is controlled by, or is under common control with Tenant or to a person or entity that obtains control of Tenant during the term of this Lease. For the purposes of this Paragraph 13.1, the term "control" shall mean the ownership, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, or the power to veto major policy decisions of any such entity, whether through the ownership of voting securities, by contract or otherwise. In no event may Tenant sublet all or any part of its interest in the Premises.

13.2 Consent by Landlord to any assignment or subletting shall not operate as a waiver of Landlord's rights as to any subsequent assignment or subletting. Notwithstanding any assignment or subletting, Tenant shall at all times remain fully responsible and liable for the payment of the rental herein specified and for compliance with all of Tenant's other obligations under this Lease.

13.3 Landlord shall have the right to transfer and assign, in whole or in part, all of Landlord's rights and obligations hereunder and in the Premises, and in such event and upon assumption by the transferee of Landlord's obligations under this Lease (any such transferee to have the benefit of, and be subject to, the provisions of this Lease), no further liability or obligation shall thereafter accrue against Landlord hereunder, and Tenant agrees to look solely to such successor in interest of Landlord for performance of such obligations.

13.4 Tenant may mortgage, pledge or otherwise encumber Tenant's leasehold interest in the Premises, but in no event shall Tenant mortgage, pledge or otherwise encumber Landlord's interest in the Premises, the Facility, the Land, or any improvements thereon. Tenant hereby represents that it intends to enter into or has entered into certain financial arrangements with Citicorp USA, Inc., whose address for purposes of notice is Citicorp USA, Inc., Two Penns Way, Suite 200, New Castel, Delaware 19720, Attn: Bilal Aman, as administrative agent and collateral agent for itself and various other lenders (collectively, the "Lenders"), and, in connection with such financing arrangements, the Lenders will take a security interest in Tenant's Equipment and the products and proceeds thereof (collectively, the "Collateral") to be installed on the property which is the subject of this Lease. Landlord hereby consents to the installation of the Collateral, disclaims any interest in the Collateral, and represents that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachments or distress. Landlord's

representations in this Paragraph 13.4 shall inure to the benefit of Tenant, the Lenders and any replacement or refinancing lenders, their successors and assigns.

Landlord further acknowledges that Landlord shall provide notice to any Lender of which Landlord has been advised in writing at least 30 days before the occurrence of an event of default, of any demand for cure issued by Landlord and the Lender shall have the right to cure any default of Tenant within the applicable cure period provided for in this Lease, and may, by assuming all of Tenant's obligations under this Lease and providing written notice of same to Landlord, be substituted as Tenant hereunder. Nothing contained herein shall be deemed or construed to obligate any Lender or any replacement or refinancing lender to take any action under this Lease or to perform or discharge any indebtedness, liability, obligations or duty of Tenant hereunder unless such Lender has assumed Tenant's obligations under this Lease as provided above.

#### **14. Taxes and Assessments**

14.1 Tenant shall be liable for all taxes levied against Tenant's Equipment and any other improvements, personal property or trade fixtures placed by Tenant on the Premises, all taxes levied or assessed on Tenant's leasehold interest in the Premises, and any other levies, assessments, fees, or business or other taxes of any kind levied or accruing because of Tenant's occupancy of the Premises or on the business or income of Tenant generated from the Premises. Tenant shall pay the same directly to the tax assessing authority prior to delinquency.

14.2 Upon Landlord's request and following Tenant's failure to pay such taxes, levies, assessments or fees prior to delinquency, Tenant shall pay to Landlord additional monthly installments of Rental in an amount sufficient to pay all taxes and assessments that are Tenant's obligation and that accrue during the then current Lease Year.

#### **15. Default by Tenant and Remedies**

15.1 The following events shall be deemed to be events of default by Tenant under this Lease:

- a. Tenant fails to pay any installment of Rental or any other sum payable by Tenant under this Lease within five (5) days after it is due.
- b. Tenant fails to comply with any other term, provision or covenant of this Lease within fifteen (15) days after written notice thereof to Tenant; provided, however, that if the nature of Tenant's obligation is of such a nature that it cannot reasonably be cured within said fifteen-day period, Tenant shall not be deemed in default so long as Tenant commences curing such failure within said fifteen-day period and diligently prosecutes same to completion. Notwithstanding the foregoing, in no event shall the time within which Tenant may cure a failure to timely correct interference with Other Communication Uses exceed fifteen (15) days and Landlord shall not be required to provide notice of interference with Other Communication Uses more than once in any 12-month period.
- c. Tenant or any guarantor of Tenant's obligation hereunder becomes insolvent, or makes any transfer in fraud of creditors, or makes an assignment for the benefit of creditors.

d. Tenant or any guarantor of Tenant's obligations hereunder files a petition under any section or chapter of any applicable federal or state bankruptcy or insolvency law, or is adjudged bankrupt or insolvent in proceedings filed against Tenant or such guarantor.

e. A receiver or trustee is appointed for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations hereunder.

f. Tenant does or permits to be done anything that creates a lien upon the Premises and the lien is not removed or bonded around within thirty (30) days after written notice thereof from Landlord to Tenant.

15.2 Upon the occurrence of any event of default specified in this Lease, Landlord shall have the option to pursue any and all remedies that Landlord then may have hereunder or at law or in equity, including, without limitation, any one or more of the following, in each case, without any further notice or demand whatsoever:

a. Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy that Landlord may have for possession or arrearage in rent, enter upon and take possession of the Premises by any lawful means, including by picking or changing locks if necessary, and lock out, expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, without being liable for prosecution or any claim for damages therefor. Tenant agrees to pay to Landlord on demand the amount of all loss and damage that Landlord may suffer by reason of such termination, whether through inability to relet the Premises on satisfactory terms or otherwise.

b. Enter upon and take possession of the Premises by any lawful means, including by picking or changing locks if necessary, and lock out, expel or remove Tenant and any other person who may be occupying the Premises or any part thereof without being liable for prosecution or any claim for damages therefor, and if Landlord so elects, relet all or any part of the Premises on such terms as Landlord shall deem advisable and receive the rent therefor, and Tenant agrees to pay to Landlord on demand any deficiency that may arise by reason of such reletting for the remainder of the Lease Term or any extension thereof (if the event of default occurs during such extension term). Tenant shall be liable immediately to Landlord for all costs Landlord incurs in repossessing and reletting the Premises, including, without limitation, brokers' commissions, reasonable attorneys' fees incurred in connection with the reletting or in connection with Tenant's default hereunder, expenses of repairing, altering, and remodeling the Premises required by the reletting and like costs. In no event shall Tenant be entitled to receive any excess in the rental received by Landlord following a reletting over the amounts owed by Tenant to Landlord hereunder.

c. Make such payments, and/or take such action (including entering the Premises by picking or changing locks if necessary, without being liable for prosecution or any claim for damages therefor), and pay or perform whatever Tenant is obligated to do under the terms of this Lease. Tenant

agrees to reimburse Landlord on demand for any expenses that Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease (including reasonable attorneys' fees), and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action.

15.3 No re-entry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease, unless a written notice of such intention be given to Tenant. Notwithstanding any such reletting or re-entry or taking possession, Landlord may at any time thereafter elect to terminate this Lease for a previous default. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions, and covenants herein contained. Landlord's acceptance of rent following an event of default hereunder shall not be construed as Landlord's waiver of such event of default. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or default. No payment by Tenant or receipt by Landlord of any amount less than the amounts due by Tenant hereunder shall be deemed to be other than on account of the amounts due by Tenant hereunder, nor shall any endorsement or statement on any check or document accompanying any payment be deemed an accord and satisfaction.

15.4 In the event of termination for an event of default, Landlord shall not have any obligation to relet or attempt to relet the Premises, or any portion thereof, or to collect rental after reletting; and in the event of reletting, Landlord may relet the whole or any portion of the Premises for any period, to any tenant, and for any use and purpose.

15.5 Landlord shall not be deemed to be in default in the performance of any obligation required to be performed by Landlord hereunder unless and until Landlord has failed to perform such obligation within thirty (30) days after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for Landlord's performance, then Landlord shall not be deemed to be in default if Landlord shall commence such performance within such thirty-day period and thereafter diligently prosecute the same to completion. Unless and until Landlord fails to so cure any default after such notice, Tenant shall not have any remedy or cause of action by reason thereof. Tenant hereby waives any right Tenant may have to assert a lien upon any of Landlord's property or upon any rental due to Landlord.

15.6 In the event that Landlord shall have taken possession of the Premises pursuant to the authority herein granted, then Landlord shall have the right to keep in place and use all of the improvements, furniture, fixtures, and equipment at the Premises, including that which is owned or leased to Tenant, at all times prior to any foreclosure thereon by Landlord or repossession thereof by a lessor thereof or third party having a lien thereon. Landlord shall also have the right to remove from the Premises (without the necessity of obtaining a distress warrant, writ of sequestration or other legal process) all or any portion of such furniture, fixtures, equipment, and other property located thereon and place same in storage at any premises within the county in which the Premises are located; and in such event, Tenant shall be liable to Landlord for costs incurred by Landlord in connection with such removal and storage and shall indemnify and hold

Landlord harmless from all loss, damage, cost, expense and liability in connection with such removal and storage. Landlord shall also have the right to relinquish possession of all or any portion of such furniture, fixtures, equipment, and other property to any person ("Claimant") claiming to be entitled to possession thereof who presents to Landlord a copy of any instrument represented to Landlord by Claimant to have been executed by Tenant (or any predecessor of Tenant) granting Claimant the right under various circumstances to take possession of such furniture, fixtures, equipment, or other property, without the necessity on the part of Landlord to inquire into the authenticity of said instrument's copy of Tenant's or Tenant's predecessor's signature thereon and without the necessity of Landlord's making any nature of investigation or inquiry as to the validity of the factual or legal basis upon which Claimant purports to act; and Tenant agrees to indemnify and hold Landlord harmless from all cost, expense, loss, damage and liability incident to Landlord's relinquishment of possession of all or any portion of such furniture, fixtures, equipment, or other property to Claimant. The rights of Landlord herein stated shall be in addition to any and all other rights which Landlord has or may hereafter have at law or in equity; and Tenant stipulates and agrees that the rights herein granted Landlord are commercially reasonable.

#### **16. Holding Over**

16.1 If Tenant remains in possession of the Premises after the expiration of this Lease and without the execution of a new lease, it shall be deemed to be occupying the Premises as a tenant at will at a rental equal to the Rental herein provided plus three hundred percent (300%) of such amount calculated on a daily basis and otherwise subject to all the conditions, provisions, and obligations of this Lease insofar as the same are applicable to a tenancy at will.

#### **17. Notices**

17.1 Wherever any notice is required or permitted hereunder, such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the parties hereto at the respective addresses set out in Section 1.1, or at such other addresses as they have hereafter specified by written notice.

17.2 If and when included within the term "Tenant" as used in this instrument there are more than one person, firm or corporation, all shall arrange among themselves for their joint execution of such notices specifying some individual at some specific address for the receipt of notices and payments to Tenant. All parties included within the term "Tenant" shall be bound by notices and payments given in accordance with the provisions of this Article to the same effect as if each had received such notice or payment.

#### **18. Miscellaneous**

18.1 Nothing contained in this Lease shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of Rental, nor any other provisions contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and

Tenant. Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include each other gender.

18.2 Except as expressly set forth in this Lease, Landlord shall not be required to make any expenditure, incur any obligation, or incur any liability of any kind whatsoever in connection with this Lease or the financing, ownership, construction, maintenance, operation, or repair of the Premises.

18.3 The captions used herein are for convenience only and do not limit or amplify the provisions hereof.

18.4 One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to any act of the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

18.5 Whenever a period of time is herein prescribed for action to be taken by either party hereto, such party shall not be liable or responsible for and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of such party. This provision shall not excuse or extend the time for payment of any monetary obligation of Tenant to Landlord. At any time when there is outstanding a mortgage, deed of trust or similar security instrument covering Landlord's interest in the Premises, and Tenant is given written notice thereof, including the address of the holder of the indebtedness secured thereby, Tenant may not exercise any remedies for default by Landlord hereunder unless and until the holder of the indebtedness secured by such mortgage, deed of trust or similar security instrument shall have received written notice of such default and a reasonable time for curing such default shall thereafter have elapsed.

18.6 This Lease and the exhibits attached hereto contain the entire agreement between the parties, and no agreement shall be effective to change, modify or terminate this Lease in whole or in part unless such agreement is in writing and duly signed by the party against whom enforcement of such change, modification or termination is sought.

18.7 Tenant warrants that it has had no dealing with any broker or agent in connection with the negotiation or execution of this Lease. If any agent or broker shall make a claim for a commission or fee as a result of the actions or alleged actions of Tenant, Tenant shall be responsible for payment thereof and hereby indemnifies and holds Landlord harmless from such claim for commission or fees.

18.8 If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the Lease Term, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or



unenforceable clause or provision as may be possible in order to make such clause or provision legal, valid and enforceable.

18.9 Tenant warrants that it has the full right, power and authority to enter into this Lease and to carry out Tenant's obligations under this Lease, and the person signing this Lease on behalf of Tenant has been duly authorized by Tenant to execute this Lease.

18.10 The terms, provisions and covenants contained in this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors in interest and legal representatives except as otherwise herein expressly provided.

18.11 Notwithstanding anything contained in this Lease to the contrary, Landlord does not warrant or represent that the Premises contains any particular number of square feet, and the Rental specified in this Lease shall not vary based upon the actual number of square feet contained in the Premises.

18.12 The submission of this Lease to Tenant for examination does not constitute an offer, reservation or option in favor of Tenant, and Tenant shall have no rights with respect to this Lease or the Premises unless and until Landlord shall execute a copy of this Lease and deliver the same to Tenant.

18.13 Nothing herein expressed or implied is intended, or shall be construed, to confer upon or give to any person or entity, other than the parties hereto, any right or remedy under or by reason of this Lease.

18.14 This Lease shall be construed and enforced in accordance with the laws of the State of New Mexico. Venue shall be in the First Judicial District of New Mexico in Los Alamos County.

Executed on the dates set forth below to be effective on the Effective Date.

**LANDLORD:**

INCORPORATED COUNTY OF LOS ALAMOS,  
an incorporated county of the State of New  
Mexico

Date: March 5, 2002

By: Mary M. McNerny  
Mary M. McNerny  
County Administrator

Approved as to form:

Pamela S. Bacon  
Pamela S. Bacon  
County Attorney

Approved: BOARD OF PUBLIC UTILITIES

By: D. Christopher Ortega  
Name: D. Christopher Ortega  
Title: Utilities Manager

TENANT:

Alamosa Properties, L.P,  
Texas limited partnership

Date: \_\_\_\_\_

By: *Charles B. Sherwood*  
Name: Charles B. Sherwood  
Title: Director of Site Development

STATE OF NEW MEXICO     )  
  : ss  
COUNTY OF LOS ALAMOS    )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of March, 2002 by Mary M. McNerny, County Administrator for the Incorporated County of Los Alamos.

*Pauline V. Marston*  
NOTARY PUBLIC

My Commission Expires:

11-17-03

STATE OF Missouri     )  
  : ss  
COUNTY OF Jackson    )

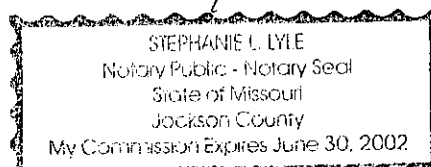
On this 28<sup>th</sup> day of March, 2002, before me, personally appeared *Charles B. Sherwood* me known to be the identical person who executed in the name of the maker thereof to the within and foregoing instrument and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, in the capacity and for the uses and purposes set forth therein.

Given under my hand and seal the day and year first written above.

*Stephanie L. Lyle*  
NOTARY PUBLIC IN AND FOR  
THE STATE OF Missouri

My Commission Expires:

June 30, 2002



List of Exhibits:

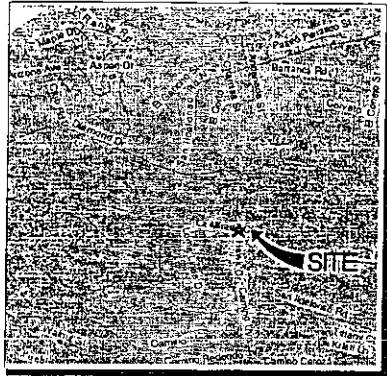
Exhibit A - Land

Exhibit B - Tenant's Equipment

Exhibit C - Premises

Exhibit D - Non-exclusive Easement

Exhibit E – Other Communication Uses (This exhibit describes the communication uses existing at the Facility as of the Effective Date and other anticipated communications frequencies and uses with which Tenant's Equipment must not interfere.)

VICINITY MAP  
N.T.S.

# **ALAMOSA PCS** **NORTH MESA WT** **LOS ALAMOS, NEW MEXICO** **SF-25/EP03AL504**

## LEGAL DESCRIPTION

PROPERTY DESCRIPTION  
 TRACT 6 NORTH MESA NO. 1, SHEET 1 OF 4-5-6 LYING WITHIN SECTION 10 T18N, R6E, N48W, LOS ALAMOS COUNTY, NEW MEXICO

LEASE AREA DESCRIPTION  
 ALL THAT PART OF TRACT 6 NORTH MESA NO. 1, U.S. ATOMIC ENERGY COMMISSION SHEET 1 OF 4-5-6 LYING WITHIN SECTION 10 T18N, R6E, N48W, LOS ALAMOS COUNTY, NEW MEXICO WHICH PART MAY BE MORE PARTICULARLY DESCRIBED AS FOLLOWS COMMENCING AT A POINT WHICH LIES S73°25'35"E, 442.38 FEET FROM THE NORTHWESTERLY CORNER OF SAID TRACT 6, THENCE MAY 25°10'E, 27.39 FEET; THENCE S35°01'18"E, 32.00 FEET; THENCE S41°46'37"W, 12.00 FEET; THENCE N02°10'20"W, 33.40 FEET TO THE POINT OF COMMENCEMENT, CONTAINING 0.014 ACRES, MORE OR LESS.

## GENERAL NOTES

- THE GENERAL CONTRACTOR'S SCOPE OF WORK SHALL INCLUDE FURNISHING ALL MATERIALS, EQUIPMENT, LABOR, AND ANYTHING ELSE DEEMED NECESSARY TO COMPLETE INSTALLATIONS AS DESCRIBED HEREIN.
- PRIOR TO THE SUBMISSION OF BIDS, THE CONTRACTORS INVOLVED SHALL VISIT THE JOB SITE AND FAMILIARIZE THEMSELVES WITH ALL CONDITIONS AFFECTING THE PROPOSED PROJECT, WITH THE CONSTRUCTION AND CONTRACT DOCUMENTS, FIELD CONDITIONS AND CONDITIONS THAT THE PROJECT MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY ERRORS, OMISSIONS, OR DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER.
- THE GENERAL CONTRACTOR SHALL RECEIVE WRITTEN AUTHORIZATION PRIOR TO STARTING CONSTRUCTION ON ANY ITEM NOT CLEARLY DEFINED BY THE CONSTRUCTION DRAWINGS/CONTRACT DOCUMENTS.
- THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE PROJECT DESCRIBED HEREIN. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.
- THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS ACCORDING TO MANUFACTURER'S / VENDOR'S SPECIFICATIONS UNLESS OTHERWISE NOTED OR WHERE LOCAL CODES OR ORDINANCES TAKE PRECEDENCE.
- ALL WORK PERFORMED ON PROJECT AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. CONTRACTOR SHALL OBEY ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWS, ORDERS OF ANY PUBLIC AUTHORITY BEARING ON THE PERFORMANCE OF THE WORK. ALL ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS, AND LOCAL, STATE, JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
- GENERAL CONTRACTOR SHALL PROVIDE AT THE PROJECT SITE A FULL SET OF CONSTRUCTION DOCUMENTS UPDATED WITH THE LATEST REVISIONS AND ADDENDA OR CLARIFICATIONS FOR THE USE BY ALL PERSONNEL INVOLVED WITH THE PROJECT.
- CONTRACTOR SHALL NOTIFY CONSTRUCTION MANAGER OF ALL PRODUCTS OR ITEMS NOTED AS "EXISTING" WHICH ARE NOT IN FIELD. DETAILS INCLUDED HEREIN ARE INTENDED TO SHOW END RESULT OF DESIGN. MINOR MODIFICATIONS MAY BE REQUIRED TO SUIT JOB CONDITIONS OR SITUATIONS, AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE SCOPE OF WORK.
- CONTRACTOR SHALL PERFORM HIGH QUALITY PROFESSIONAL WORK. JOIN MATERIALS TO UNIFORM ACCURATE FITS SO THEY MEET WITH NEAT, STRAIGHT LINES, FREE OF SLEAMS OR OVERLAPS. NO ALL EXPOSED MATERIALS APPROPRIATELY LEVEL, PLUMB AND AT ACCURATE RIGHT ANGLES OR FLUSH WITH ADJOINING MATERIALS. WORK OF EACH TRADE SHALL MEET ALL NATIONAL STANDARDS PUBLISHED BY THAT TRADE.
- DRAWINGS, NOTES AND SPECIFICATIONS ARE COMPLEMENTARY. WHAT IS CALLED FOR BY ANY SHALL BE BINDING AS IF CALLED FOR BY ALL WORK SHOWN OR REFERRED TO ON ANY DRAWING SHALL BE PROVIDED AS THOUGH SHOWN ON ALL RELATED DRAWINGS.
- PROTECT ALL EXISTING EQUIPMENT, MATERIALS, AND FEATURES DURING CONSTRUCTION. CONTRACTOR SHALL REPAIR ANY DAMAGE THAT MAY HAVE OCCURRED DUE TO CONSTRUCTION ON OR ABOUT THE PROPERTY AT NO ADDITIONAL COST TO ALAMOSA PCS.
- CONTRACTOR SHALL SEE TO IT THAT GENERAL WORK AREA IS KEPT CLEAN AND HAZARD FREE DURING CONSTRUCTION AND DISPOSE OF ALL DIRT, DEBRIS, RUBBISH AND REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY.
- THE ARCHITECTS/ENGINEERS HAVE MADE EVERY EFFORT TO SET FORTH IN THE CONSTRUCTION AND CONTRACT DOCUMENTS THE COMPLETE SCOPE OF WORK. CONTRACTORS BIDDING THE JOB ARE NEVERTHELESS CAUTIONED THAT MINOR OMISSIONS OR ERRORS IN THE DRAWINGS AND OR SPECIFICATIONS SHALL NOT EXCUSE SABB CONTRACTOR FROM COMPLETING THE PROJECT AND IMPROVEMENTS IN ACCORDANCE WITH THE INTENT OF THESE DOCUMENTS. THE BIDDER SHALL BEAR THE RESPONSIBILITY OF NOTIFYING (IN WRITING) THE ARCHITECT/ENGINEER OF ANY CONFLICTS, ERRORS, OR OMISSIONS PRIOR TO THE SUBMISSION OF CONTRACTOR'S PROPOSAL. IN THE EVENT OF DISCREPANCIES THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SUBMISSION OF CONTRACTOR'S PROPOSAL. IN OTHERWISE.
- CONTRACTOR MUST PERFORM WORK DURING OWNER'S PREFERRED HOURS.

Attachment B

## GENERAL NOTES

1. ADA COMPLIANCE. PCS FACILITY IS NOT STAFFED AND NOT NORMALLY OCCUPIED.

## UTILITY INFORMATION

COORDINATE POWER SERVICE WITH LOS ALAMOS COUNTY UTILITIES. PH. (505) 662-8130.

COORDINATE TELEPHONE SERVICE WITH QWEST COMMUNICATIONS. PH. (505) 245-6594.

## PROJECT SUMMARY

- INSTALLATION OF BASE TRANSMISSION STATION (BTS) EQUIPMENT ON A RAISED STEEL PLATFORM.
- INSTALLATION OF 3 ANTENNA ARRAYS (2 ANTENNAS IN EACH ARRAY MOUNTED ON EXISTING WATER TANK).
- GPS INSTALLED ON & ABOVE EQUIPMENT CABINET.
- POWER FROM EXISTING SERVICES.

## PROJECT INFORMATION

SITE ADDRESS: 280 NORTH MESA ROAD  
 LOS ALAMOS, NM 87544

ZONING PROCESS: (1) SPECIAL USE PERMIT  
 (2) SITE PLAN  
 (3) VARIANCE FOR HEIGHT

AREA OF CONSTRUCTION (SQ FT): 624 SQ FT.  
 OCCUPANCY CLASSIFICATION: U (UNMANNED OUTDOOR TELECOMMUNICATIONS FACILITY)

## PROJECT DIRECTORY

OWNER: LOS ALAMOS COUNTY  
 LOS ALAMOS, NEW MEXICO 87544

CONTACT: FRED BRUEGGEMAN  
 (505) 662 8080

APPLICANT: ALAMOSA PCS

TIMBERLANDS BUILDING  
 4000 W. TOMAHAWK CREEK PARKWAY  
 114th STREET, SUITE 210  
 LEANWOOD, KS 66206

CONTACT: BOB CECIL (913) 253-7644

AGENT: TELECOM ACQUISITION GROUP  
 1918 LOGAN ST.  
 DENVER, CO 80203  
 (303) 832-6097

CONTACT: SUSAN CUNNINGHAM (720) 985-8424

ENGINEER: TOWNER ENGINEERING SERVICES, INC.  
 8205 SPAIN N.E. SUITE 205  
 ALBUQUERQUE, NEW MEXICO 87109  
 (505) 828-1930

CONTACT: JOE TOWNER, P.E. (505) 620-9183

## DRAWINGS

- T-1 TITLE SHEET
- SP-1 SPECIFICATIONS
- SP-2 SPECIFICATIONS
- G-1 SITE PLAN
- G-2 ENLARGED SITE PLAN
- G-3 ELEVATION
- G-4 LANDSCAPING PLAN
- G-5 STRUCTURAL DETAILS
- G-6 STRUCTURAL DETAILS
- G-7 ELEC CALCS, ONE LINE & GROUNDING DIAGRAMS
- G-8 GROUNDING PLAN
- G-9 ELECTRICAL DETAILS

RF DATA

SITE ID	SF-25	CONTACT PERSON	KEITH WRIGHT
SITE NAME	NORTH MESA		(806) 463-7490
ESCAPE NO.	EP03AL504		

ADDRESS	NORTH MESA WATER TANK LOS ALAMOS, NEW MEXICO
---------	---

NAD 83 LAT:	35.89584 N	NAD 83 LONG:	106.29508 W
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MORPHOLOGY	SUBURBAN	STRUCTURE TYPE	WATER TOWER
ASHL (FT)=	170.0	ASHL (M)=	51.8

ANTENNA CL	117	BETA	117	GAMMA	117
RE SEPARATION	6		6		6
ANTENNA TRAIL NORTH	0		100		250
COMPASS AZIMUTH (MAG)	11		111		251
ANTENNA TYPE	EWS-RV50-18-020P		EWS-RV33-20-000P		EWS-RV33-20-000P
NO. OF ANTENNAS	2		2		2
POLARIZATION	0°		0°		0°
VERTICAL SW					
GAIN (dB)					

ELECTRICAL	2	0	0
MECHANICAL	0	2	1
NO. OF CARRIERS	1	1	1

ESTIMATED FROM AVAILABLE INFORMATION  
 FIELD VERIFY CABLE TYPE BEFORE CONSTRUCTION

NOTES

ALL ANTENNAS TO BE FURNISHED WITH DOWN TILT BRACKETS.

CONTRACTOR TO COORDINATE REQUIRED MECHANICAL DOWN TILT FOR EACH ANTENNA WITH RF ENGINEER ANTENNA AND COAX OF CA.

ANTENNA CENTERLINE HEIGHT IS IN REFERENCE TO ELEVATION D.D. ANTENNA HEIGHTS ARE SHOWN ON TOWER/MONOPOLE ELEVATION SHEET.

ANTENNA AZIMUTHS (VERIFY IN FIELD)

SEE COAX CABLE CHART FOR CABLE DIAMETERS

CHECK WITH RF ENGINEER FOR THE LATEST ANTENNA TYPE AND AZIMUTH

ANTENNA SHALL VERIFY ANTENNA TYPE AND AZIMUTH WITH CONSTRUCTION MANAGER PRIOR TO CONSTRUCTION

DATE ISSUED \_\_\_\_\_

ACCEPTED BY:  
 ALAMOSA  
 RF ENGINEERING \_\_\_\_\_

ALAMOSA  
 SITE DEVELOPMENT \_\_\_\_\_

NO.	DATE	REVISIONS	BY	CHKD	APPR
1	8/27/01	NOTED LANDSCAPING PLAN	JC	JC	BC
2	8/27/01	NOTED LANDSCAPING & FENCE NOTE	JC	JC	BC
3	8/27/01	REVISED FOR CONSTRUCTION	JC	JC	BC
4	8/27/01	INCORPORATED L.A. COMMENTS	JC	JC	BC
5	8/27/01	ISSUED FOR CONSTRUCTION	JC	JC	BC
6	8/27/01	REVISED ANTENNAS	JC	JC	BC

ENGINEER'S SEAL



**TES**  
 TOWNER ENGINEERING SERVICES, INC.  
 8205 SPAIN N.E. SUITE  
 ALBUQUERQUE, NM 8  
 PHONE: (505) 828-  
 FAX: (505) 828-1



SITE INFORMATION  
 NORTH MESA WATER TANK  
 280 N MESA ROAD  
 LOS ALAMOS, NEW MEXICO 87544  
 SF-25/EP03AL504

DESIGN TYPE

OUTDOOR EQUIPMENT  
 & EXISTING WATER TANK  
 MOUNTED ANTENNAS

SHEET TITLE

TITLE SHEET

SHEET NUMBER /REV.

**T-1** 6

Mar. 1. 2002 12:17PM

Alamosa PCS 505 998 2108

No. 2294 P. 2

## Exhibit B



## Sprint PCS

5601 Office Boulevard N.E., Suite 500  
Albuquerque, NM 87109  
Voice 505 938 5800  
Fax 505 938 5801

March 1, 2002

To whom it may concern;

The following is a list of specifications of the proposed Nortel Metrocell installation for North Mesa Water Tank in Los Alamos, New Mexico.

Operating Frequencies: Tx: 1946.25 MHz  
Rx: 1866.25 MHz  
FCC Call Sign: KNLH 599

## Metrocell Physical Specifications:

Dimensions: 114" W x 72" H x 30" D  
Digital Enclosure: 42" W x 72" H x 30" D  
Radio Enclosure: 42" W x 72" H x 30" D  
Battery Enclosure: 30" W x 72" H x 30" D  
Weight: As configured: approx 4800 lbs.  
Power: 240/120 Vac, single phase, 60Hz, 200A service

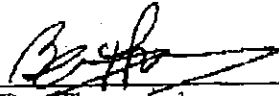
## Power and Phone Cabinet (PPC) Physical Specifications:

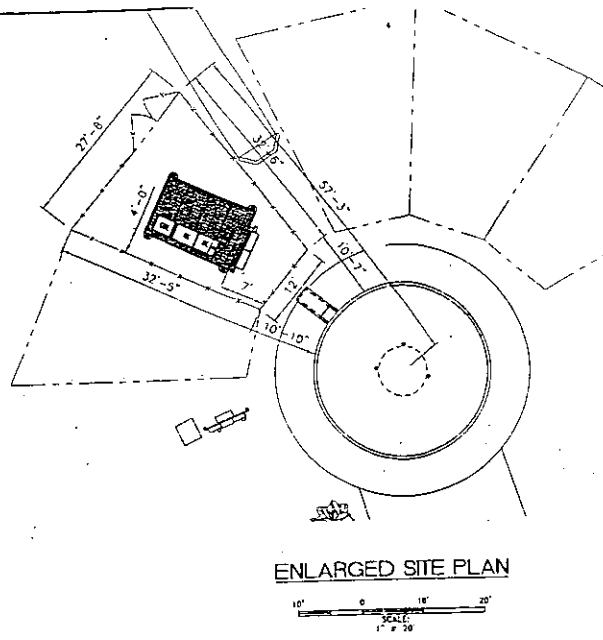
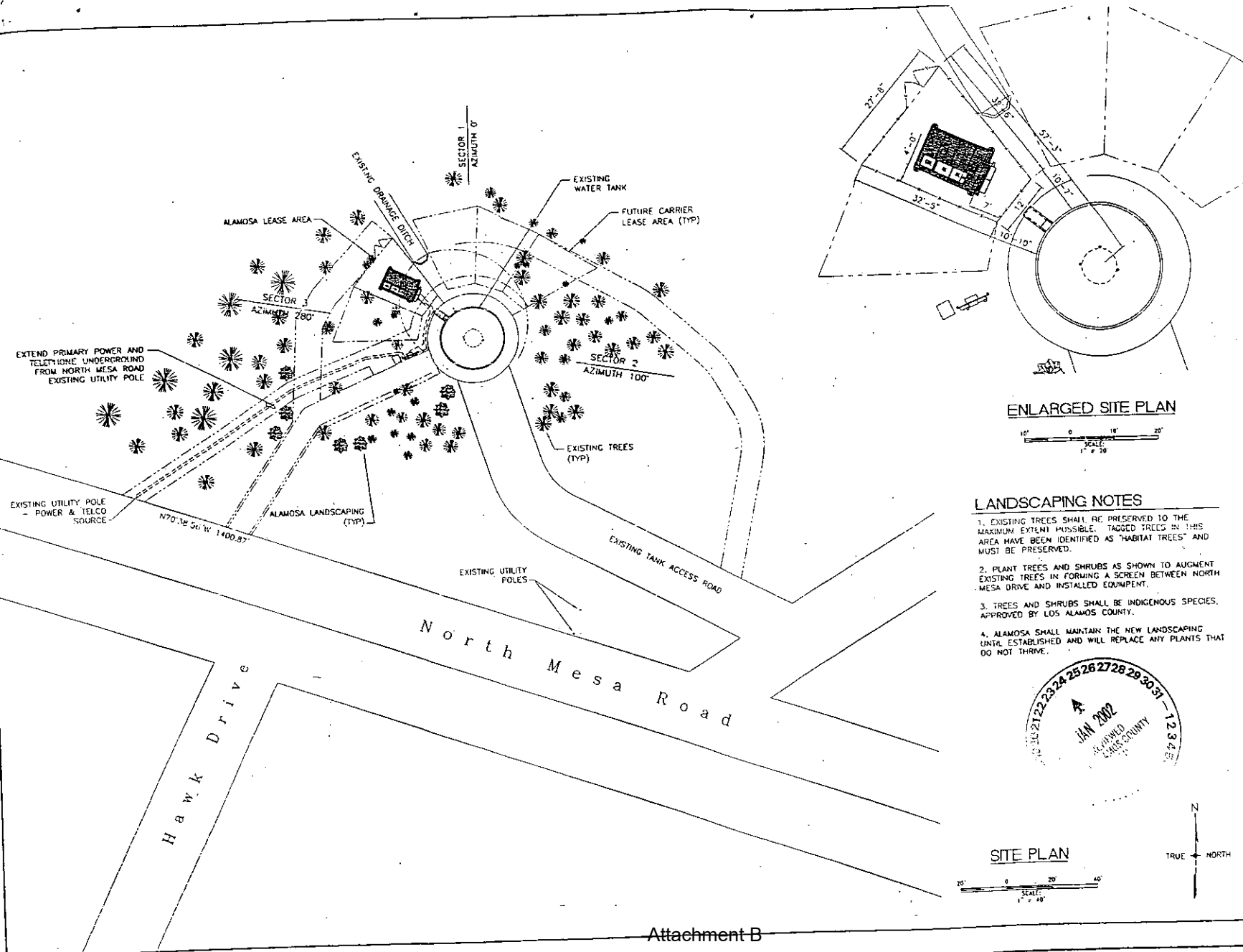
Dimensions: 48" W x 48" H x 12" D  
Weight: approx 150 lbs.

## Antennas:

Model Numbers: 2 each EMS RV90-18-02DP  
Dimensions: 8" W x 72" H x 2.75" D each  
Weight: 23 lbs each  
Model Numbers: 4 each EMS RV33-20-00DPL4  
Dimensions: 12" W x 60" H x 7" D each  
Weight: 27 lbs each

Coaxial Cable:  
CommScope CellReach 7/8" diameter.  
132 ft per run x 6 runs

  
Ben Thurmond  
RF Engineer  
Alamosa PCS



- LANDSCAPING NOTES**
1. EXISTING TREES SHALL BE PRESERVED TO THE MAXIMUM EXTENT POSSIBLE. TAGGED TREES IN THIS AREA HAVE BEEN IDENTIFIED AS "HABITAT TREES" AND MUST BE PRESERVED.
  2. PLANT TREES AND SHRUBS AS SHOWN TO AUGMENT EXISTING TREES IN FORMING A SCREEN BETWEEN NORTH MESA DRIVE AND INSTALLED EQUIPMENT.
  3. TREES AND SHRUBS SHALL BE INDIGENOUS SPECIES, APPROVED BY LOS ALAMOS COUNTY.
  4. ALAMOSA SHALL MAINTAIN THE NEW LANDSCAPING UNTIL ESTABLISHED AND WILL REPLACE ANY PLANTS THAT DO NOT THRIVE.

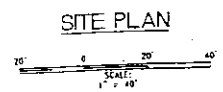


Exhibit C					
DATE	BY	REVISIONS	DATE	BY	REVISIONS
9/7/01	BC	ADDED LANDSCAPE & FENCE NOTES			
9/27/01	JG	REVISED FOR CONSTRUCTION			
9/7/01	JG	INCORPORATED L.A. CO. COMMENTS			
9/27/01	JG	REVISED FOR CONSTRUCTION			
9/27/01	JG	FOR REVIEW			
9/27/01	JG	FOR REVIEW			

ENGINEER'S SEAL

JOE TOWNER  
NEW MEXICO  
10582  
PROFESSIONAL ENGINEER

**TES**  
TOWNER ENGINEERING SERVICES, INC.  
8205 SPAIN N.E. SUITE #205  
ALBUQUERQUE, NM 87109  
PHONE: (505) 828-1930  
FAX: (505) 828-1967

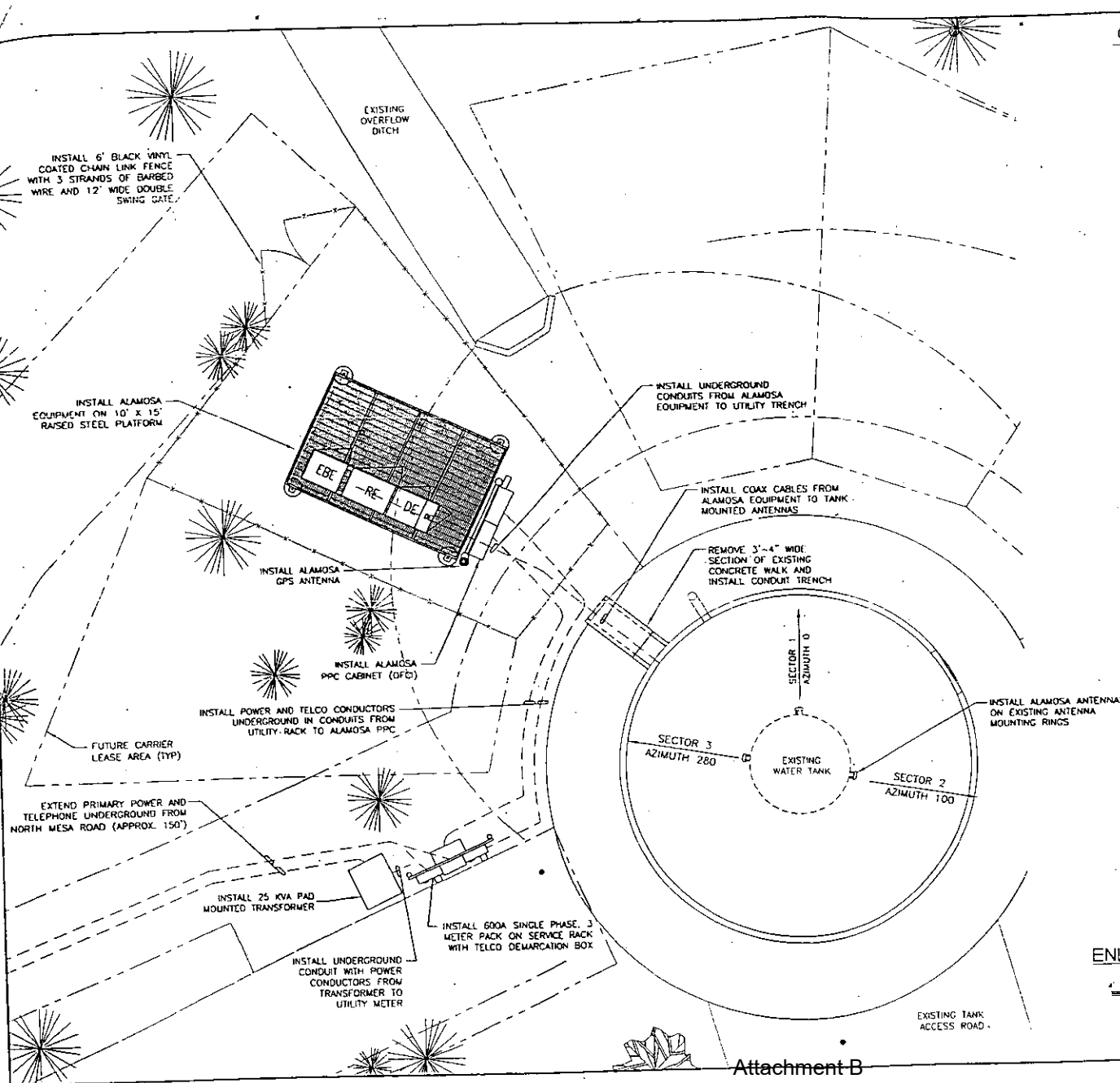
**ALAMOSA**  
PERSONAL COMMUNITY SERVICE

**SITE INFORMATION**  
NORTH MESA WATER TANK  
280 N MESA ROAD  
LOS ALAMOS, NEW MEXICO 87455  
SF-25/EPO3AL504

**DESIGN TYPE**  
OUTDOOR EQUIPMENT  
& EXISTING WATER TANK  
MOUNTED ANTENNAS

**SHEET TITLE**  
SITE PLAN

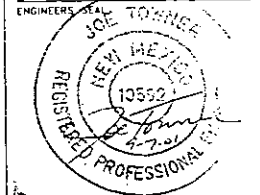
**SHEET NUMBER**  
G-1



### GENERAL NOTES

1. THESE DRAWINGS ARE FOR THE SPECIFIC USE OF PLANNING CELLULAR COMMUNICATIONS SITES ONLY. DO NOT USE FOR ANY OTHER PURPOSE.
2. PAINT TANK MOUNTED EQUIPMENT TO MATCH EXISTING. ANTENNAS MUST BE PAINTED WITH NON-METALLIC PAINT APPROVED BY THE CARRIER.
3. NO WELDING OR CUTTING IS ALLOWED ON THE TANK STRUCTURE.
4. CALL LOS ALAMOS UTILITY DEPARTMENT TWO DAYS PRIOR TO ANY EXCAVATION (866) 494-2244.
5. ALL AZIMUTHS ARE TRUE NORTH.

NO.	DATE	REVISIONS	BY	CHKD	APPRD
1	8/17/01	ADDED LANDSCAPE & FENCE NOTES	JG	JT	BC
2	8/27/01	REVISED FOR CONSTRUCTION	JG	JT	BC
3	8/11/01	INCORPORATED L.A. CO. COMMENTS	JG	JT	BC
4	8/17/01	NEW CONSTRUCTION	JG	JT	BC
5	8/17/01	FOR REVIEW	JG	JT	BC



### TES

TOWNER ENGINEERING SERVICES, INC.  
8205 SPAIN N.E. SUITE #205  
ALBUQUERQUE, NM 87109  
PHONE: (505) 828-1930  
FAX: (505) 828-1957



### SITE INFORMATION

NORTH MESA WATER TANK  
280 N MESA ROAD  
LOS ALAMOS, NEW MEXICO 87544  
SF-25/EP03AL504

### DESIGN TYPE

OUTDOOR EQUIPMENT  
& EXISTING WATER TANK  
MOUNTED ANTENNAS

### SHEET TITLE

ENLARGED SITE PLAN

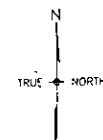
### SHEET NUMBER

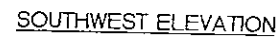
G-2

### RE

### ENLARGED SITE PLAN

SCALE:  
1/8" = 1'-0"





10° 0 10°

SCALE:  
1" = 20'

OWNER ENGINEERING SERVICES, INC.  
8205 SPAIN N.E. SUITE #205  
ALBUQUERQUE, NM 87109  
PHONE: (505) 828-1270  
FAX: (505) 828-1270



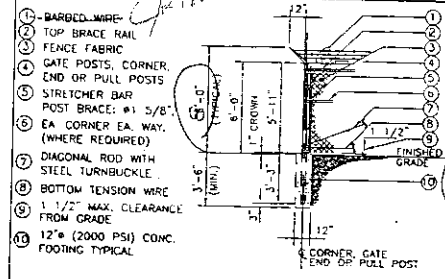
SITE INFORMATION	
NORTH MESA WATER TANK 280 N MESA ROAD LOS ALAMOS, NEW MEXICO 87455	
SF-25/EPO3AL504	
DESIGN TYPE	
OUTDOOR EQUIPMENT & EXISTING WATER TANK MOUNTED ANTENNAS	
SHEET TITLE	
ELEVATION	
SHEET NUMBER	REV.
G-3	4



9-14

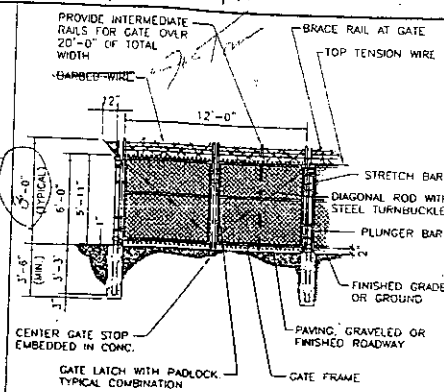
TENCING PER ASTM F-367, SWING GATES PER ASTM F-900  
 POST 4" CORNER, END OR PULL POST 3" NOMINAL (2.875" O.D.)  
 40 PIPE 5.75 LBS/LIN FOOT FOR GATE WIDTHS UP THRU  
 12 FEET FOR DOUBLE SWING GATE PER ASTM-F1083  
 POST: 2 1/2" (2.375" O.D.) SCHEDULE 40 PIPE, 3.65 LBS/LIN FOOT  
 PER ASTM-F1083.  
 GATE FRAME: 1 1/2" (1.875" O.D.) PIPE, 2.72 LBS/LIN FOOT PER ASTM-F1083.  
 RAIL & BRACE RAIL: 1 1/2" (1.875" O.D.) PIPE, 2.72 LBS/LIN FOOT  
 PER ASTM-F1083.  
 FABRIC: 16 GA. CORE WIRE SIZE 2" MESH, BLACK VINYL COATED,  
 CONFORMING TO ASTM-A392.  
 TIE WIRE: MEDIUM 12 GA. GALVANIZED STEEL AT POSTS AND RAILS  
 A SINGLE WRAP OF FABRIC TIE AND AT TENSION WIRE BY HOC  
 RINGS SPACED MAX. 24" INTERVALS.  
 TENSION WIRE: 7 GA. GALVANIZED STEEL.  
 BARBED WIRE: DOUBLE STRAND 13-1/2" O.D. TWISTED WIRE TO MATCH  
 WITH FABRIC 14 GA. 4 PT. BARBS SPACED ON APPROXIMATELY 5"  
 CENTERS.  
 GATE LATCH: 1 3/8" O.D. PLUNGER HOU W/ MUSHROOM TYPE CATCH  
 AND LOCK KEYED ALIKE FOR ALL SITES IN A GIVEN MTA.  
 LOCAL ORDINANCE OF BARBED WIRE PERMIT REQUIREMENT SHALL BE  
 COMPLIED IF REQUIRED.  
 HEIGHT = 6" VERTICAL + 1" BARBED WIRE VERTICAL DIMENSION.

TYPICAL WOVEN WIRE FENCE NOTES N.T.S. 1

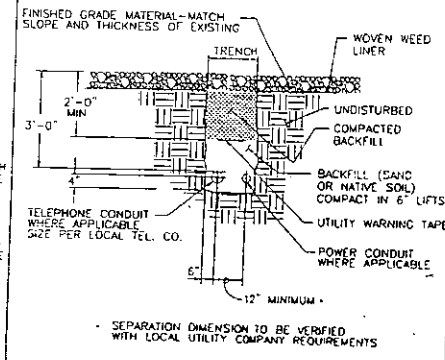


1. BARBED WIRE  
 2. TOP BRACE RAIL  
 3. GATE POSTS, CORNER, END OR PULL POSTS  
 4. STRETCH BAR  
 5. POST BRACE: #1 5/8"  
 6. EA CORNER EA WAY, (WHERE REQUIRED)  
 7. DIAGONAL ROD WITH STEEL TURNBUCKLE  
 8. BOTTOM TENSION WIRE  
 9. 1 1/2" MAX. CLEARANCE FROM GRADE  
 10. 12" (2000 PSI) CONC. FOOTING TYPICAL

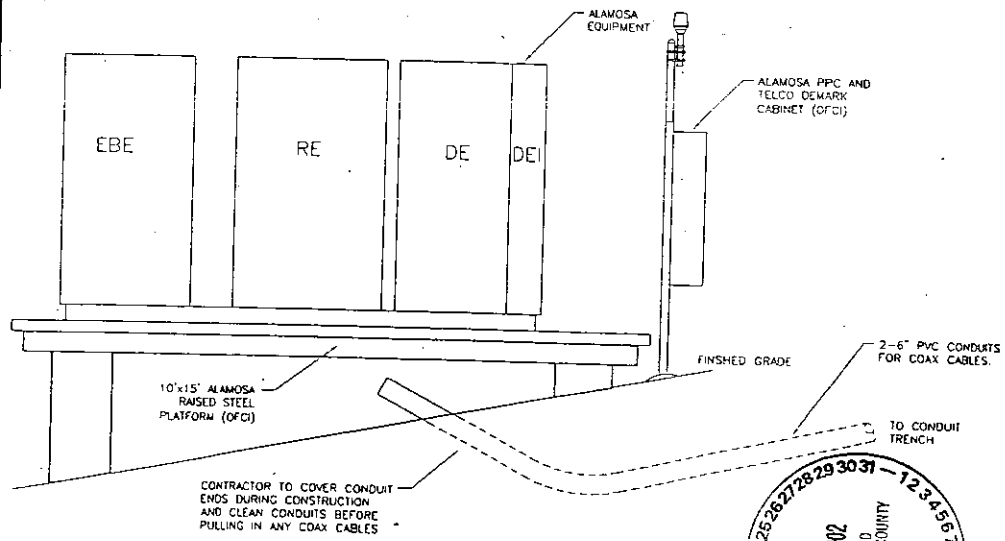
CHAIN LINK FENCE DETAIL N.T.S. 2



CHAIN LINK SWING GATE DETAIL N.T.S. 3



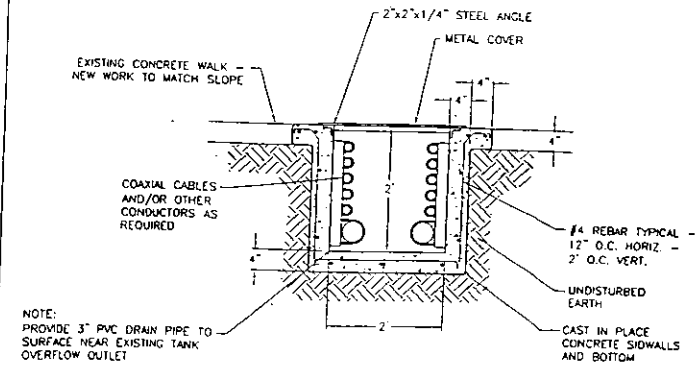
TYPICAL UTILITY TRENCH DETAIL N.T.S. 4



CONDUIT DETAIL N.T.S. 5

GRAVEL BASE WITHIN LEASE AREA NOTES:

- PROVIDE FILL MATERIAL OR CUT SUBGRADE TO 6" BELOW PROPOSED GRADE IN LEASE AREA.
- COMPACT SUBGRADE TO 95 % MAXIMUM DENSITY PER ASTM D 1557 IN 6" LIFTS MAXIMUM
- REPLACE/COMPACT WITH 4" OF GRAVEL, TOPPED WITH 2" OF CRUSHED 3/4" LESTONE (NO FINES).



CONDUIT TRENCH DETAIL N.T.S. 6

DATE	BY	REVISION
11/7/01	BC	ADDED LANDSCAPE & FENCE NOTE
11/7/01	BC	REVISION FOR CONSTRUCTION
11/7/01	BC	INCORPORATED COMMENTS
11/7/01	BC	ISSUED FOR



**TES**  
 TOWNER ENGINEERING SERVICES, INC.  
 8205 SPAIN N.E. SUITE #20  
 ALBUQUERQUE, NM 87109  
 PHONE: (505) 828-1000  
 FAX: (505) 828-1001

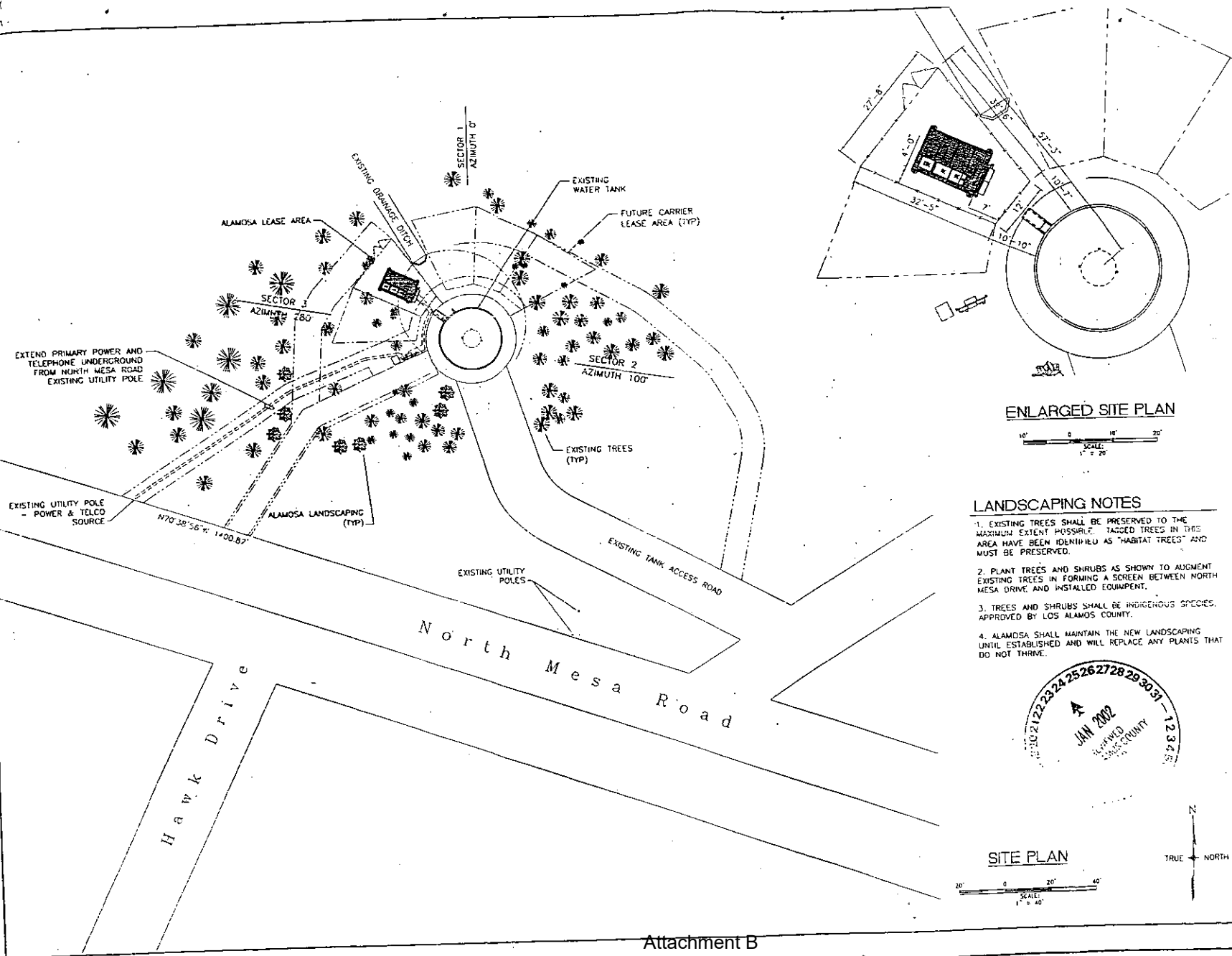


**SITE INFORMATION**  
 NORTH MESA WATER TANK  
 280 N MESA ROAD  
 LOS ALAMOS, NEW MEXICO 87541  
 SF-25/EP03AL504

**DESIGN TYPE**  
 OUTDOOR EQUIPMENT & EXISTING WATER TANK MOUNTED ANTENNAS

**SHEET TITLE**  
 STRUCTURAL DETAILS

**SHEET NUMBER**  
 G-4



ENLARGED SITE PLAN

LANDSCAPING NOTES

1. EXISTING TREES SHALL BE PRESERVED TO THE MAXIMUM EXTENT POSSIBLE. TAGGED TREES IN THIS AREA HAVE BEEN IDENTIFIED AS "HABITAT TREES" AND MUST BE PRESERVED.
2. PLANT TREES AND SHRUBS AS SHOWN TO AUGMENT EXISTING TREES IN FORMING A SCREEN BETWEEN NORTH MESA DRIVE AND INSTALLED EQUIPMENT.
3. TREES AND SHRUBS SHALL BE INDIGENOUS SPECIES, APPROVED BY LOS ALAMOS COUNTY.
4. ALAMOSA SHALL MAINTAIN THE NEW LANDSCAPING UNTIL ESTABLISHED AND WILL REPLACE ANY PLANTS THAT DO NOT THRIVE.



SITE PLAN

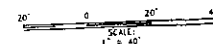
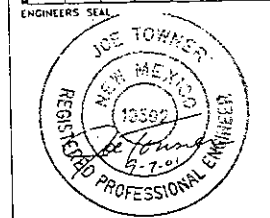


Exhibit D					
NO.	DATE	REVISIONS	BY	CHKD	APPLS
1	8/1/01	FOR CONSTRUCTION			
2	8/1/01	FOR REVIEW			
3	8/1/01	FOR REVIEW			
4	8/1/01	FOR REVIEW			
5	8/1/01	FOR REVIEW			
6	8/1/01	FOR REVIEW			
7	8/1/01	FOR REVIEW			
8	8/1/01	FOR REVIEW			
9	8/1/01	FOR REVIEW			
10	8/1/01	FOR REVIEW			
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12	8/1/01	FOR REVIEW			
13	8/1/01	FOR REVIEW			
14	8/1/01	FOR REVIEW			
15	8/1/01	FOR REVIEW			
16	8/1/01	FOR REVIEW			
17	8/1/01	FOR REVIEW			
18	8/1/01	FOR REVIEW			
19	8/1/01	FOR REVIEW			
20	8/1/01	FOR REVIEW			



**TES**  
TOWNER ENGINEERING SERVICES, INC.  
8205 SPAIN N.E. SUITE #205  
ALBUQUERQUE, NM 87109  
PHONE: (505) 828-1930  
FAX: (505) 828-1967



SITE INFORMATION	
NORTH MESA WATER TANK 280 N MESA ROAD LOS ALAMOS, NEW MEXICO 87455 SF-25/EPO3AL504	
DESIGN TYPE	
OUTDOOR EQUIPMENT & EXISTING WATER TANK MOUNTED ANTENNAS	
SHEET TITLE	
SITE PLAN	
SHEET NUMBER	RE
G-1	

## EXHIBIT E – OTHER COMMUNICATION USES

1. Los Alamos County will be attaching County communications equipment to the tower in addition to the carrier equipment. The equipment location and heights will be determined by Los Alamos County.

STEVEN A. PORTNOY  
ATTORNEY AND COUNSELOR AT LAW  
14800 QUORUM DRIVE - SUITE 200  
DALLAS, TEXAS 75240

(972) 308-8510

FAX (972) 308-8515

## FACSIMILE COVER LETTER

**IMPORTANT/CONFIDENTIAL:** This message is intended only for the use of the individual or entity to which it is addressed. This message contains information from the law firm of Steven A. Portnoy which may be privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately at our telephone number (972) 308-8510. We will be happy to arrange for the return of this message to us via the United States Postal Service at no cost to you.

DATE: 11/9/01TOTAL NUMBER OF PAGES INCLUDING THIS COVER PAGE: 1TO: Susan CunninghamFAX NO. 720-294-1423

North Mesa water Tank

RE: SF 25. lease for Antenna collocation and Facilities Site

MESSAGE: Above lease is legally acceptable for execution  
by Alamosa Properties, L.P., a Texas limited  
partnership. Please fill in Citicorp USA, Inc.  
info/address on page 12 of lease.

