

RECEIVED MAY 18 1996

U S WEST NewVector Group, Inc.  
3350 161st Avenue Southeast  
Post Office Box 7329  
Bellevue, WA 98008-1329

**USWEST**

*File in  
Vault w/  
cell site  
staff*

May 16, 1996

City of Newberg  
Duane Cole  
414 East First Street  
Newberg, OR 97132

RE: Pending Joint Venture between U S WEST NewVector Group, Inc. and AirTouch Communications Cellular Properties.

Dear Patrick Perini:

In July 1994, U S WEST, Inc. and AirTouch Communications agreed to combine their respective domestic cellular properties to achieve the advantages of scale and scope in the provision of cellular services (the "JV"). This transaction contemplates a series of steps to form the joint venture (the "Transaction"). The Transaction will be effective at a "closing" upon the satisfaction of certain conditions. Upon the closing, certain of the parties' cellular properties will be transferred to the JV, along with related agreements and leases. This may include your agreement ("the Agreement").

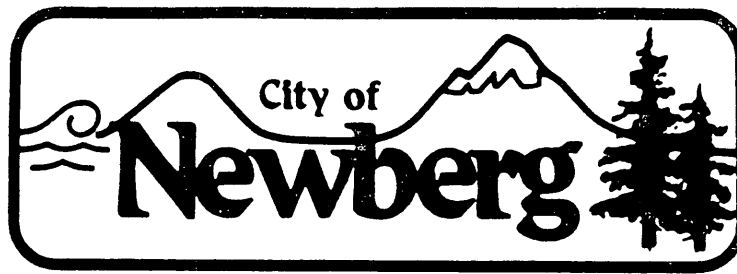
The purpose of this letter is to notify you of the tentative assignment from U S WEST NewVector Group, Inc. ("NVG") to the JV. If the Agreement is transferred to the JV, then the JV will assume and agree to perform the duties and obligations of NVG. After the closing, you will be notified whether the Agreement was transferred to the JV.

Please call me at (206) 603-7405 if you have any questions or would like additional information.

Very truly yours,



Carol Omland  
Contract Specialist



City Manager  
(503) 538-9421

City Attorney  
(503) 537-1208

414 E. First St.  
Newberg, Oregon 97132

City FAX  
(503) 538-5393

May 16, 1996

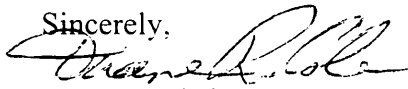
Carol Omland  
Contract Specialist  
US West NewVector Group, Inc.  
P.O. Box 7329  
Bellevue, WA 98008-1329

Dear Ms. Omland:

I have enclosed a copy of an agreement between GTE Mobilnet an Oregon Limited Partnership and the City of Newberg, Oregon. This is the agreement to which I was referring to telephonically today. I have not been able to find an agreement with US West or GTE dated December 22, 1995. I am assuming that this is the agreement in question.

If you will look on page 6 of this agreement, it discusses assignment by licensor. It appears to give the licensor the rights to transfer and assign the agreement.

If I can be of further assistance to you, please do not hesitate to contact me.

Sincerely,  
  
Duane R. Cole  
City Manager

DRC/bjm

Enc.

ut\omland.ltr

March 2, 1995



**GTE Mobilnet**

15575 S.W. Sequoia Parkway  
Portland, Oregon 97224  
(503) 624-1500

Mr. Bob Tardiff  
Chief of Police  
City of Newberg  
414 E. First Street  
Newberg, Oregon 97312

Re: License Agreement

Dear Chief Tardiff,

Attached please find one (1) fully executed original of the referenced document for your files. GTE Mobilnet's construction coordinator, Pat Evans will be scheduling a meeting with Motorola to finalize the plans for the collocation of the City's equipment and antennas at GTE Mobilnet's site

Should you have any questions or if I can be of any further assistance please feel free to contact me at (503) 624-6905. For you information Randy Walter, GTE Mobilnet's major accounts representative phone number is (503) 624-6149.

Sincerely,

A handwritten signature in black ink, appearing to read "Don deBlanc". The signature is fluid and cursive, with a large loop at the beginning.

Don deBlanc  
Site Acquisition  
Project Manager

File: Newberg

**LICENSE AGREEMENT  
FOR  
INSTALLATION AND OPERATION OF  
TELECOMMUNICATION EQUIPMENT AT  
GTE MOBILNET'S TELECOMMUNICATION SITE**

THIS LICENSE AGREEMENT is made and entered into this 1st day of February, 1995, by and between GTE MOBILNET OF OREGON LIMITED PARTNERSHIP, by GTE Mobilnet of Oregon, Inc., it's General Partner with offices located at 15575 SW Sequoia Parkway, Portland, Oregon 97224, hereinafter referred to as "Licensor, and CITY OF NEWBERG, OREGON hereinafter referred to as "Licensee".

On the terms, provisions, and conditions hereinafter set forth, and in consideration of the mutual covenants and obligations of the parties hereunder, the parties agree as follows:

1. Premises

Licensor is the lessor of approximately Fifty square feet ( 50' ) of space within a certain building ("Building" herein) situated in the county of Yamhill, state of Oregon, commonly known as Newberg, Oregon Cell Site and located on the real property ("Property" herein) described in Exhibit "A" and Access and Utility Easements described in Exhibit "B" attached hereto and incorporated herein by this reference, together with appurtenant easements for the location and maintenance of antennas, tower, cables, conduits, poles, and wires, pursuant to that certain lease dated February 1, 1995 ("Master Lease" herein) between Licensor as tenant and Patricia Hunter, et al ("Owner" herein) and pursuant to an Easement for Access and Utilities dated January 27, 1993 between Licensor as Grantee and Leonard D. and Gloria L. Attrell, Grantors. ("Easement" herein). Licensor operates a cellular mobile radio-telephone services facility thereon ("Telecommunications Site" herein).

Licensor and Licensee have selected a portion of the Building for installation of an Equipment Cabinets and a portion of Licensor's tower ("TOWER" herein) in the specific locations identified below, together with appurtenant easements described below, as the Licensed Premises under this License Agreement.

2. Grant of License

Licensor hereby grants to Licensee the right to install, maintain, and operate at its own expense the following telecommunication facilities and equipment on the Licensed Premises:

- (A) One (1) 7' x 21" equipment rack containing one Celwave Model SJ880-5CS "SMR" Series Trunking Transmit Combiners. specifically operating in the frequency range of 840- 960 MHz with a maximum permitted RF Output Power of 150 Watts. Equipment must be attached to existing walls with standard construction earthquake bracing.
- (B) One (1) shelf mounted Motorola trunked system radio controller measuring 3.7" x 14.2" x 15.4".
- (C) Three (3) Motorola MSF 5000 trunked repeaters, Model 451C. The repeater cabinets would be stacked and each cabinet measures approximately 22' x 10".
- (D) One (1) tower mounted receive amplifier, Celwave Model RMC800-24K for the master receive antenna.
- (E) Two (2) Decibel Products 3dB gain Broad Band Antennas, Model DB583XT operating in the 806-960 MHz range to be installed on Licensor's Tower, preferably in the corner of the tower facing the City of Newberg and at an elevation to be agreed upon between the parties. Antenna lines must have Polyphaser Model ISB50HN-MA lightning arrestors (or exact equivalent), installed at a minimum of 7.5 feet above the floor level and grounded with 10 gauge or heavier solid copper wire to achieve less than 0.1 ohms earth ground. Antenna installation shall be further subject to the review and approval provisions of Paragraph 7 below and the use limitations and non competition provisions of Paragraph 28 below, and subject to any permit requirements of governmental agencies with jurisdiction over the proposed facilities. Licensee shall provide Licensor with copies of required certifications (i.e., FAA) and approvals for antenna installation prior to installing the antenna.
- (F) Right to install one-half inch (7/8") Andrews heliax transmission cable and electrical power connections between Licensee's antenna on the tower and Licensee's Equipment Cabinet and connecting to public utility conduits in the nearest public right-of-way, subject to the review and approval provisions of Paragraph 7 below.
- (G) Licensee may, at any time during the term hereof, remove or replace its antennas, conduits, or coaxial cable on the tower, including replacement with an equivalent number of different antennas, provided that the replacement antennas are of a size equivalent to the replaced antennas, that the replacement antennas have equivalent or reduced visual impacts, and that the removal or replacement is done otherwise in accordance with the terms of this License Agreement and any applicable rules and regulations, the particular reference to those relating to Licensee's obligation to restore the Licensed Premises to such state as existed prior to installation of equipment.

3. Access to Licensed Premises

Licensee, its agents and representatives and its contractors and subcontractors, shall have the nonexclusive right of ingress to and egress from the Licensed Premises 24 hours per day, 365 days per year, subject to security restrictions imposed by Licensor, provided that Licensee, its agents and representatives and its contractors and subcontractors, shall not interfere with the use of Licensor's Telecommunication Site. Licensee shall have the right to bring construction equipment and delivery vehicles onto the Property in convenient proximity to the Licensed Premises, subject to the reasonable coordination of vehicular access and parking by Licensor.

4. Term

This License Agreement shall become effective on the date of execution of this License Agreement ("Effective Date"). Licensee's obligations to pay the licensee fee and other charges shall commence on February 1, 1995, ("Commencement Date"). This License shall continue to be in effect through January 31, 2000 for an initial term of five (5) years from the Effective Date hereof. At the end of such initial term, Licensee shall have the option(s) to renew this License Agreement on the same terms and conditions for two (2) successive periods of five (5) years each, each such renewal term to commence at the expiration of the initial term or renewal term, subject to the termination of the Master Lease. Licensee shall exercise the option to renew in writing at least sixty (60) days prior to the end of the initial term of a subsequent renewal term.

5. License Fee and Adjustments

Commencing upon the Commencement Date and thereafter during the term hereof and any renewal term, as consideration for said license, Licensee shall pay to Licensor the sum of Seventy-Five Dollars (\$ 75.00 ) per month as the licensee fee, subject to adjustment as provided for herein, payable in advance on the first day of each calendar month during the term and any extension thereof, except for the first month's license fee shall be a prorated portion of the monthly installment due herein based upon a thirty (30) day month. Beginning in and thereafter during the term of this License Agreement, including any extension thereof, the then current monthly license fee shall be increased each by three percent (3%). This adjustment of 3% shall not begin until after the initial term of five (5) years (January 31, 2000).

6. Subject to Licensor's Lease

This License Agreement is subject to Licensor's underlying lease dated February 1, 1995 ("Master Lease" herein) between Licensor as tenant and Patricia Hunter, the current Owner of the Property (the "Master Lease"), a copy of which Master Lease Licensor will furnish to Licensee. If said Lease shall ever terminate during the period of this License Agreement, this License Agreement shall be terminated. Licensee agrees that it shall not, by any act or omission, cause Licensor to incur additional obligations, costs, or expenses, or to be in violation of or default under the Master Lease. Licensee shall not initiate any direct communications with the Owner with respect to matters included in this License Agreement and shall coordinate any such communications with the Owner through Licensor. Should Licensor be in default under the

Master Lease and receive notification thereof from the Owner, or decide not to renew a term of the Master Lease, Licensor shall give timely written notice thereof to Licensee, and Licensee shall have the opportunity to either cure the default or to obtain a license or sublease directly from the Owner upon the termination of the Master Lease.

7. Licensor's Right of Approval

Licensor shall have the right of prior written approval of any future modifications to the structural, electrical, and aesthetic impacts of Licensee's proposed antenna and related conduit or coaxial cable and equipment, based upon drawings or photographs and specifications presented to Licensor, provided that such approval shall not be unreasonably withheld or delayed.

8. Ad Valorem Taxes and Other Expenses

If Licensee's use of the Licensed Premises shall cause an increase in the amount of ad valorem taxes assessed against the property or the insurance premiums payable with respect to said Property, Licensee shall pay the amount of any such increase to Owner through Licensor or demand accompanied by documentation demonstrating that said increase and the amount thereof is attributable to Licensee's use of the Licensed Premises.

9. Utility Charges

Licensee shall be allowed to attach to Licensor's electrical panel for their power requirements. The cost incurred for such power consumption shall be included in the license fee. Licensee agrees to indemnify and hold Licensor, its officers, employees, and agents harmless from and against any and all claims for loss or damage, arising from or in any way connected to such power usage, including power from Licensor's generator.

10. Repairs by Owner or Licensor

Licensee accepts the conditions of the Licensed Premises, the Telecommunication Site and the access way thereto AS IS, in their present condition. Licensee acknowledges that neither the Owner nor Licensor shall be required to make any repairs of any kind or character on or to any improvements or equipment installed by Licensee.

11. Repairs by Licensee

Subject to a waiver of subrogation rights provided in Paragraph 19 below, Licensee shall at its own cost and expense, promptly repair or replace any damage or injury done to the property of Owner or of Licensor or of other licensees or to the Licensed Premises caused by Licensee or Licensee's agents, employees, contractors, or subcontractors, including any damage or injury to the Property of the Owner or of Licensor or of other licensees resulting therefrom.

12. Care of the Premises

Licensee shall keep and maintain its antenna and associated improvements in a clean and safe condition at Licensee's sole cost and expense. Licensee shall not commit or allow any waste or damage to be committed on any portion of the Licensed Premises or elsewhere at the Telecommunications Site or on Owner's surrounding Property. At the termination of this License Agreement, by lapse of time or otherwise, Licensee shall deliver up the Licensed Premises to Licensors in as good condition as on the Commencement Date, normal wear and tear excepted, and at Licensors request, shall remove all equipment belonging to Licensee from the Licensed Premises. Licensee shall repair any damage to the Licensed Premises or the property of Owner caused by the removal of any Licensee's facilities or equipment.

13. Compliance with Laws

Licensee, at its sole cost and expense, shall comply fully with all laws, ordinances, orders, rules, and regulations (state, federal, municipal, and other agencies or bodies having any jurisdiction thereof) relating to Licensee's use of or placing of its antenna or other improvements in, on, or upon the Licensed Premises. Licensee hereby agrees to indemnify and hold harmless Licensors, and Owner from and against any and all costs (including attorney's fees and costs of suit), expenses, claims, liabilities, or causes of action relating thereto.

14. Local Governmental Permits and Clearances

Licensee shall be responsible for obtaining all land use clearances, zoning approvals, and permits, including building permits, required from Yamhill County for the construction, installation, and use of its proposed facilities and equipment. Licensors shall have the right of prior approval of all applications and plans submitted to the Yamhill County in pursuit of said clearances, approvals, and permits. Licensors shall cooperate with Licensee's reasonable requests for written or verbal support of the permit applications pending with Yamhill County. If any required clearance, approval, or permit is not granted by Yamhill County, Licensee shall promptly furnish a copy of a notice thereof to Licensors, and Licensee may terminate this License Agreement by written notice to Licensors within thirty (30) days of Licensors receipt of a copy of said notice that such required clearance, approval, or permit has been denied and that such denial is a final action by said jurisdiction.

15. Assignment, Sublicensing, Subletting

- (A) Assignment by Licensee. Licensee shall not assign this License Agreement to any other person or entity without the prior written consent of Licensors, which consent shall not be unreasonably withheld. Licensors may reasonably object to the proposed assignment of this License Agreement to a competitor of Licensors in the cellular mobile radio-telephone services industry.



- (B) Assignment by Licensors. Licensors shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in the leased property referred to herein, and in such event and upon its transfers' assumption of Licensors' obligations hereunder, no further liability or obligations shall thereafter accrue against Licensors hereunder.

16. Condemnation

Subject to the provisions of the Master Lease, if the Property on which the Licensed Premises is located shall be taken or condemned in whole or in part for any public purpose, and should such taking or condemnation render the Licensed Premises unsuitable for the intended telecommunications purposes, Owner has the right to terminate the underlying Master Lease, whereupon this License Agreement shall forthwith cease and terminate. Further, under such circumstances, either Licensors or Licensee has the right to terminate this License Agreement. Otherwise, this Agreement shall continue in full force and effect; provided, however, in the case of a partial taking or condemnation which renders a portion of the Licensed Premises unsuitable for the intended telecommunication purposes, Licensors shall first attempt to obtain from Owner and/or provide elsewhere within the Telecommunications Site additional property for an amended Licensed Premises suitable for Licensee's full operations, and if not available, the license fee provided for herein shall be equitable abated on a pro rata basis. All proceeds payable by any condemning authority shall be paid to, and shall be the exclusive property of Owner, except to the extent such proceeds are attributable to, or paid on account of, the tower, antennas or other improvements installed by Licensee, all of which proceeds shall be payable to Licensee.

17. Indemnification

Licensee, as a material part of the consideration for this License Agreement, shall indemnify and hold harmless Licensors, its officers, employees, and agents, from and against any and all claims for loss or damage due to injury to or death of any person or damage to property arising out of or in any way connected with the construction and/or use of Licensee's telecommunications equipment installed hereunder by Licensee, its agents or employees.

18. Liability Insurance

Licensee shall, at its expense, maintain a policy or policies of comprehensive general liability insurance covering the acts and omissions of Licensee and in such an amount not less than one million dollars (\$1,000,000) combined single limit in respect of personal injury or death to persons or for property damage. Licensee shall furnish Owner and Licensors with a Certificate of Insurance providing for no cancellation without notice, and maintaining Owner and Licensors as additional insureds.

19. Waiver of Subrogation

Licensor waives as against Licensee, and Licensee waives as against Licensor, any and all claims and demands for damage, loss or injury to the Premises, or to Licensee's furnishings, furniture, business machines, equipment and other property in and upon the Premises and the building in which the Premises are located, which damage results from fire and other perils, events or happenings to the extent covered by insurance. The insuring party hereunder shall give notice to the insurance carrier or carriers that the foregoing waiver of subrogation is contained in this License Agreement, and obtain said insurance carrier(s) consent to this waiver of said subrogation.

20. Free from Liens

Licensee shall keep the Licensed Premises free from any and all mechanics' liens or materialmen's lines arising out of or relating to improvements constructed or installed by Licensee. Licensee shall give Licensor notice of all of Licensee's construction activities, if any, so that Licensor may post a Notice of Nonresponsibility and may give due notice to Owner so that Owner may post a Notice of Nonresponsibility.

21. Frequency Interference

- (A) At all times during the term of this License Agreement and any extension thereof, Licensee agrees to use and maintain equipment of the type and frequency which will not cause interference to or with the operations of Licensor or of other then-present licensees of Licensor on Licensor's Telecommunications Site. Licensee further agrees that it shall make no changes in or to its originally installed equipment or frequencies without the prior approval of Licensor, which approval will not be unreasonably withheld, so long as such change does not cause interference with Licensor's own equipment or facilities with the equipment or facilities of then-present licensees of Licensor at the Telecommunications Site.
- (B) Licensor agrees that subsequent to the date of this License Agreement it will not license or permit other persons or entities to use its Telecommunications Site, if the operation of Licensee's then-in-use signal or frequency or physical location of equipment would be interfered with by such new licensee.
- (C) Licensor further agrees as a material consideration of this License Agreement that subsequent to the date of this License Agreement, it will not license or permit other persons or entities to use its Telecommunications Site, or to subsequently alter or modify their respective frequencies or signals, if such persons, entities, or licensees will cause interference with Licensee's then-in-use frequency or signal.
- (D) If Licensee's equipment causes interference in violation of Section (A) of this Paragraph, Licensee shall promptly take all steps necessary to correct or eliminate such interference. Upon telephone notice from Licensor of an emergency

situation, Licensee shall provide on-site, within four (4) hours, a technician capable of taking corrective action. In the event that the frequency interference has not been resolved within four (4) hours of the arrival of Licensee's technician to the Licensed Premises, Licensor shall have the right of disconnecting Licensee's equipment causing such interference. For the purpose of this Paragraph, "interference" shall mean such electronic interference that Licensor's signal is so impaired that Licensor's customers' mobile radio/telephone calls are prevented from completion. If following diligent investigation Licensee disputes that its equipment is the source of an interference causing disconnection of Licensee's equipment, the issue shall be referred to an independent licensed broadcast engineer selected by Licensee upon demand from a list of not less than three of such engineers suggested by Licensor. The opinion of the engineer shall be conclusive. The engineer's fee shall be paid for by Licensee if the engineer determines that all or any portion of the interference is caused by Licensee's equipment in violation of Section (A) of this Paragraph, but shall otherwise be paid by Licensor. Licensee shall have the right to reconnect its equipment on a test basis of supported by an independent engineering study that modifications to Licensee's equipment will eliminate the interference. If licensee cannot achieve a noninterfering signal within a reasonable time, Licensee shall remove its equipment from Licensor's Telecommunications Site. If Licensee pursuant to this Paragraph removes its equipment from Licensor's Telecommunications Site, this License Agreement shall thereupon terminate without further obligation on either side, except as otherwise provided herein.

- (E) If Licensor breaches its obligations under this Paragraph, Licensor, upon receiving notice from Licensee or any other licensee of such violation, will correct or eliminate such interference. If such interference cannot be corrected to the satisfaction of Licensee within thirty (30) days of Licensor being informed in writing by Licensee of such interference, Licensor will cause those persons or entities responsible for such interference to remove their facilities or equipment from the Telecommunications Site.
- (F) For purposes of this License, interference will be deemed to exist if there is a measurable impairment in the quality of the frequency of signals received and/or transmitted in connection with the operations conducted by Licensee, Licensor, or a licensee of Licensor at the Telecommunications Site which results in harmful interference or out-of-channel products, as defined by the Federal Communications Commission.

## 22. Entry by Licensor

In addition to Licensor's right to disconnect interference-causing equipment as specified in Paragraph 21, Licensor shall have the right to enter the Licensed Premises for the purpose of inspecting the Licensed Premises for conformance with the terms and conditions of this

Agreement, provided that Licensor shall give Licensee reasonable advance notice so that Licensee may have a representative at this Licensed Premises during such activity.

23. Holding Over

In the event of unauthorized holding over by Licensee after expiration or termination of this License Agreement, License shall pay a prorated license fee at the last applicable annual license fee rate for the licensed Premises, said license fee to be paid for the entire unauthorized holdover period. No holding over by Licensee after the term of this License Agreement without consent of Licensor shall operate to extend this Agreement for a longer period than one (1) month, during which time licensee is subject to all covenants and obligations of this License Agreement; and any holding over with the consent of Licensor in writing shall thereafter constitute a license agreement for such designated period.

24. Damage or Destruction

If the Premises shall be partially destroyed by fire or other casualty so as to render the Licensed Premises unsuitable in whole or in part for the purposes and uses intended by Licensee, the license fee provided for herein shall abate thereafter as to the portion of the Licensed Premises rendered unsuitable until such time as the licensed Premises are made suitable; provided, however, in the event such destruction results in the Licensed Premises being unsuitable for Licensee's purposes in whole or in substantial part for a period reasonable estimated by a responsible contractor selected by Licensee to be one (1) month or longer, at Licensee's option then all the license fee owed up to the time of such destruction to be returned by Licensor, and thenceforth this Agreement shall cease and come to an end. Licensee shall give written notice of its decisions, estimates, or elections under this Paragraph within thirty (30) days after any such damage or destruction; provided that Licensee may take reasonable additional time to complete its assessment of the damage and its decisions relating thereto by furnishing Licensor with written notice thereof, and thereupon the abatement of the license fee shall not be applicable during the additional time required by Licensee.

25. Default by License

If default shall be made in payment of any sum to be paid by Licensee under this Agreement, and default shall continue for fifteen (15) days after written notice to Licensee, or default shall be made in the performance of any of the other covenants or conditions which Lessee is required to observe or to perform and such default shall continue for thirty (30) days after written notice to Licensee (except for defaults which cannot reasonably be cured within thirty (30) days, in which case the Licensee shall commence good faith efforts to cure such default within such period, and in any event shall effect and complete said cure of said default as soon as possible thereafter), then Licensor may have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:

- (A) Licensor may terminate this License Agreement and recover forthwith as damages a sum of money equal to the total of (i) the cost of recovering the Licensed Premises, (ii) the remainder of the annual license fee paid by Licensee if not delinquent, or the unpaid license fee earned at the time of termination, plus interest thereon at the rate of ten percent (10%) per annum from the due date, (iii) the present value (discounted at the same rate) of the fair market value of the Licensed Premises for said period and (iv) any other sum of money and damages owed by Licensee to Licensor.
- (B) Licensor may terminate Licensee's right of possession (but not this Agreement) and may repossess the Premises by forcible entry after notice to Licensee as required by law and without terminating this Agreement, in which event Licensee may reasonably relicense the same for the account of Licensee for a reasonable license fee and upon reasonable terms. If Licensor is unable to relicense the Premises, or if the same are re licensed and a sufficient sum shall not be realized from such relicensing to pay the unpaid fee due hereunder, then Licensee shall pay to Licensor as damages a sum equal to the deficiency.
- (C) Notwithstanding the termination of this License Agreement or Licensee's right to possession, Licensee shall have the right to enter on the Premises and remove therefrom all antennas and other improvements installed or constructed thereon by Licensee (whether or not constituting fixtures or trade fixtures or personal property), subject to the repair and restoration requirements of Paragraph 11 and 12 hereof.

26. Notices

All notices or demands are deemed to have been given or made when delivered in person or delivered by certified, return receipt requested, postage prepaid, United States mail, addressed to the respective parties as follows:

LICENSEE:

THE CITY OF NEWBERG, OREGON  
414 E. First Street  
Newberg, Oregon 97312

Attn: Bob Tardiff - Chief of Police  
Phone: (503) 538-8321

LICENSOR:

GTE MOBILNET OF OREGON  
LIMITED PARTNERSHIP  
15575 SW Sequoia Parkway  
Portland, Oregon 97224  
Attn: Network Systems Manager  
Phone: (503) 624-1500

With a Copy to:  
GTE Mobilnet Incorporated  
245 Perimeter Center Parkway  
Atlanta, GA 30346  
Attn: Legal Department

The address to which any notice or demand may be given to either party may be changed by written notice.

27. Termination

Notwithstanding anything to the contrary contained herein, Licensor shall at its option have the right to declare this License Agreement terminated without further obligation by either Licensor and Licensee, if the Federal Communications Commission or any other governmental authority or agency having jurisdiction takes any action that results in the governmental authority or agency having jurisdiction takes any action that results in the imposition of such restrictions on the Licensor or the Licensed Premises that the Licensed Premises are not suitable for Licensor's continued operation of its telecommunications equipment.

Licensor shall have the right to terminate this License Agreement at any time upon any of the following events:

- (a) Upon providing Licensee six (6) months written notice; or,
- (b) If the approval of any agency, board, court, or other governmental authority necessary for the construction and/or operation of the communications equipment is revoked, or,
- (c) If Licensor determines at any time that the Premises are not appropriate under Licensor's design or engineering specifications for its Communication Facility or the communications system to which the Communication Facility belongs.

Licensor will give Licensee thirty (30) days written notice of termination of this License Agreement under the terms of this Section 27 (b) and (c). Upon termination, neither party will owe any further obligation under the terms of this License Agreement except for Licensee's responsibility of removing all of Licensee's communications equipment from the Premises and restoring the Premises to its original condition, as near as practicable, save and except normal wear and tear and acts beyond Licensee's control.

28. Use Limitations and Noncompetition

Licensee's right to attach an antenna on Licensor's tower and to use such an antenna on the licensed Premises is limited to public safety radio communications services, and licensee shall not allow the attachment of antennas or equipment for the provision of cellular mobile radio-telephone services by a competitor of Licensor.

29. Standard Terms

- (A) Binding Effect. This License Agreement shall be binding upon and insure to the benefit of Licensor and Licensee and their respective successors and assigns. No termination of this License Agreement, regardless of how such termination may be brought about or occur, insofar as it relates to or affects any party hereto, shall relieve any party hereto of any duties, obligations, or liabilities which shall theretofore have accrued or become payable or performable by such party.
- (B) Severability. If any term of provision of this License Agreement, or the application thereof to any person or circumstance shall, to any extent, be in contravention of law or declared void as against public policy, the remainder of this License Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this License Agreement shall be valid and be enforced to the fullest extent permitted by law.
- (C) Attorney's Fees. In the event either party defaults in its performance of any of the terms, covenants, agreements, or conditions contained in this License Agreement and the other party places the enforcement or interpretation of this Agreement, or any part thereof, or the collection of any license fee due, or damages recoverable hereunder, or recovery of the possession of the Premises in the hands of an attorney, or files suite upon the same, the nonprevailing party agrees to pay the prevailing party's reasonable attorney's fees and costs of court.
- (D) Applicable Law. This License Agreement shall be governed by the laws of the state of Oregon.
- (E) Alternation or Amendment. This License Agreement may not be altered, changed, or amended, except by an instrument in writing, executed by both parties hereto or their duly authorized agent.

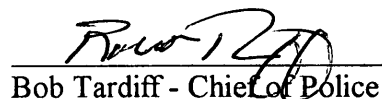
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this License Agreement on the day and year first above written.

**LANDLORD:**

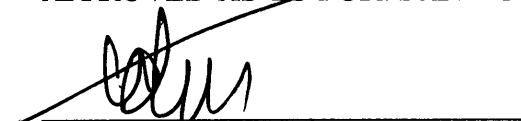
THE CITY OF NEWBERG



Duane R. Cole  
City Manager

  
Bob Tardiff - Chief of Police

APPROVED AS TO FORM AND CONTENT



Terrence D. Mahr  
Newberg City Attorney

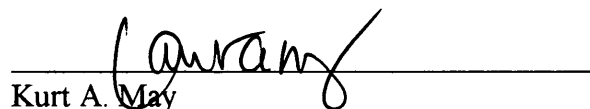
Tax ID #: 93-6002221

Date: 2/10/95

**TENANT:**

GTE MOBILNET OF OREGON  
LIMITED PARTNERSHIP

By: GTE Mobilnet of Oregon,  
Its General Partner

  
Kurt A. May  
Area Vice President - Northwest  
Date: 2/28/95



## ACKNOWLEDGMENT

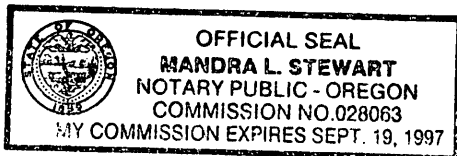
STATE OF OREGON )

) ss

COUNTY OF WASHINGTON )

Before me, the undersigned authority, on this day personally appeared Kurt A. May, Area Vice President- Northwest, and acknowledged to me that being duly authorized, signed the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein stated and in the capacity therein stated.

Given under my hand and seal of office this 28TH day of FEBRUARY, 1995.



Mandra L. Stewart  
Notary Public in and for the State of Oregon

My Commission Expires: SEPT 19, 1997

## ACKNOWLEDGMENT

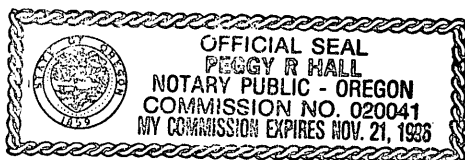
STATE OF OREGON )

) ss

COUNTY OF YAMHILL )

Before me, the undersigned authority, on this day personally appeared Duane R. Cole, City Manager, and acknowledged to me that being duly authorized, signed the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein stated and in the capacity therein stated.

Given under my hand and seal of office this 8<sup>th</sup> day of February, 1995.



Peggy R. Hall  
Notary Public in and for the State of Oregon

My Commission Expires: 11/21/96

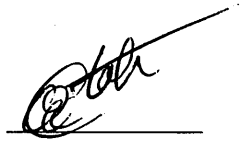
## EXHIBIT "A"

Exhibit "A" attached to and made a part of that certain License Agreement entered into by and between the City of Newberg, Oregon as Licensee, and GTE MOBILNET OF OREGON LIMITED PARTNERSHIP, as Licensor, and dated February 1, 1995.

### [PREMISES]

A tract of land in the D. Ramsey D.L.C. No. 40, in the S.W. 1/4 of Section 19, T.3S., R.2W., Willamette Meridian, County of Yamhill, State of Oregon, being a portion of Lot C of "RAMSEY TERRACE", a duly recorded Plat in Yamhill County Records, being more particularly described as follows: BEGINNING at a point on the West line of said lot C said point bears N00°46'08"E 618.38 feet from the initial point of said "RAMSEY TERRACE"; thence S89°13'52"E at right angles to said West line 50.00 feet; thence S00°46'08"W parallel with said West line 50.00 feet; thence N89°13'52"W 50.00 feet to a point on said West line of said Lot C; thence N00°46'08"E following said West line 50.00 feet to the Point of Beginning. Containing 2,500 square feet. All bearings are based on true North.

Initials

A handwritten signature in dark ink, appearing to be "C. H. H.", written over a horizontal line.A handwritten signature in dark ink, appearing to be "Lan", written over a horizontal line.

## EXHIBIT "B"

Exhibit "B" attached to and made a part of that certain License Agreement entered into by and between the City of Newberg, Oregon as Licensee, and GTE MOBILNET OF OREGON LIMITED PARTNERSHIP, as Licensor, and dated February 1, 1995.

### [ACCESS EASEMENT]

A 20.00 foot wide tract of land in "RAMSEY-HILL", a duly recorded cemetery plat in Yamhill County Records, in the S.W. 1/4 of Section 19, T.3S., R.2W, Willamette Meridian, County of Yamhill, State of Oregon, being 10.00 feet either side of the following described centerline: BEGINNING at a point on the West line of Lot C of "RAMSEY TERRACE"; thence N00° 46'08"E 628.38 feet from the initial point of said "RAMSEY TERRACE"; thence N89° 37'01"W 66.91 feet; thence S32° 56'59"W 51.91 feet; thence S55° 57'24"W 49.00 feet; thence S00° 29'42"W 1,136.42 feet to a point on the northerly right-of-way line of Dayton Ave. (C.R. No. 119), said point bears S75° 24'07"W 19.92 feet from a 5/8 inch iron rod set in R.W. Mursell and Associates survey dated June 2, 1981 and recorded as Survey No. 7872, Yamhill County Survey Records, said point also being the terminus of this centerline description.

All bearings are based on true North.

### [UTILITY EASEMENT]

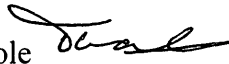
A tract of land in the D. Ramsey D.L.C. No. 40 in the S.W. 1/4 of Section 19, T.3S., R.2W., Willamette Meridian, County of Yamhill, State of Oregon, being a portion of Lot C of "RAMSEY TERRACE", a duly recorded Plat in Yamhill County Records, being more particularly described as follows: BEGINNING at a point on the West line of said Lot C said point bears N00° 46'08"E 618.38 feet from the initial point of said "RAMSEY TERRACE"; thence N00° 46'08"E following said West line of said Lot C 17.00 feet; thence S89° 13'52"E at right angles to said West line 20.00 feet; thence S00° 46'08"W parallel with said West line 17.00 feet; thence N89° 13'52"W 20.00 feet to the Point of Beginning. All bearings are based on true North.

Initials





# MEMO

**To:** File  
**From:** Duane R. Cole   
**Subject:** Request to Authorize Assignment  
**Date:** May 16, 1996

Looked at an agreement dated in February on this issue. Searched files for an agreement date 12/22/1995 as indicated in the letter, but this is the only agreement we have.

Spoke with Carol Omland person from letter. Indicated that the agreement on page 6 states that the Licensor does not need permission to assign the agreement. No action is planned on the permission to assign. I will send a copy of the agreement to Carol Omland at USW with a cover letter explaining why the permission is not necessary.

# IMPORTANT MESSAGE

For                       
 Day 5/16 Time 1:48 AM  
 M Carol Omland  
 Of 112. West  
 Phone                      Area Code                      Number                      Extension                       
 FAX                       
 MOBILE                      Area Code                      Number 206-603-1290 Extension                     

|                  |                                                        |                                                       |
|------------------|--------------------------------------------------------|-------------------------------------------------------|
| Telephoned       | <input checked="" type="checkbox"/> Returned your call | <input type="checkbox"/> RUSH                         |
| Came to see you  | <input type="checkbox"/> Please call                   | <input checked="" type="checkbox"/> Special attention |
| Wants to see you | <input type="checkbox"/> Will call again               | <input type="checkbox"/> Caller on hold               |

Message                       
                      
                      
                      
                      
                      
                      
                      
                      
                    

Signed Betty

## INTERNAL ROUTING SLIP

FROM:

*Duane*

DATE: *May 13, 1996*

☒ DUANE R. COLE, City Mgr  
☐ TERRENCE MAHR, City Atty.  
☒ Peggy Hall, Paralegal  
☐ KATHY TRI, Fin. Director  
☐ Diane Padilla, Asst Fin. Dr.  
☐ Pauline Maben, Sr Acct Clk  
☐ MICHAEL SHERMAN, FD Chief  
☐ LEAH GRIFFITH, Librarian  
☐ Carol Foutts, Asst. Lib.  
☐ ROBERT TARDIFF, PD Chief

☐ GREG SCOLES, Com. Dev. Dir.  
☐ Larry Anderson, Eng. Mgr.  
☐ Darla Baldoni, Office Mgr.  
☐ Michael Hailey, Bldg. Off.  
☐ John Knight Planning Mgr.  
☐ Alan Lee, Oper. Sup.  
☐ Chuck Liebert, Utly. Mgr.  
☐ Barb Mingay, Plan. Tech  
☐ Russ Thomas, Maint. Sup.  
☐ Hal Turpen, PW Sup.

(Other) \_\_\_\_\_

*Please match this up and  
advise me re. signing. It looks  
straight-forward. Should we be  
paid?*

*Deadline in the letter is May  
24 '96 so I should sign by  
May 20 or so.*



U S WEST NewVector Group, Inc.  
3350 161st Avenue Southeast  
Post Office Box 7329  
Bellevue, WA 98008-1329



May 10, 1996

City of Newberg  
Duane R. Cole  
414 E. Frist Street  
Newberg, OR 97132

RE: Assignment of Agreement dated 12/22/95, by and between U S WEST NewVector Group, Inc. and City of Newberg (the "Agreement")

Dear Duane R. Cole:

In July 1994, U S WEST, Inc. and AirTouch Communications agreed to combine their respective domestic cellular properties to achieve the advantages of scale and scope in the provision of cellular services (the "JV"). This transaction contemplates a series of steps to form the joint venture (the "Transaction"). The Transaction will be effective at a "closing" upon the satisfaction of certain conditions. Upon the closing, certain of the parties cellular properties will be transferred to the JV, along with related agreements and leases. This may include the Agreement.

If the Agreement is transferred to the JV, then the JV will assume and agree to perform the duties and obligations of U S WEST NewVector Group, Inc. ("NVG"). After the closing, you will be notified whether the Agreement was transferred to the JV.

To the extent consent to assign the Agreement is required, NVG hereby requests the consent of City of Newberg to the assignment, which assignment will be contingent upon the closing. If the Agreement is assigned to the JV, then:

1. NVG may assign all of its rights and privileges under the Agreement to the JV and the JV shall assume all of those obligations.
2. On and after the closing, the JV will be solely liable for performance of NVG's obligations under the Agreement, and NVG will not have any further obligations regarding the Agreement. Also, the JV may, upon notice to you (but without further consent) assign or transfer the Agreement to any parent, subsidiary, affiliate, or successor entity.
3. NVG will hold all rights and remain liable under the Agreement prior to the closing, but after that time, NVG will not hold any rights or have any liability under the Agreement.



Please sign in the space provided below to acknowledge your consent to the assignment described above and return this letter in the enclosed self-addressed stamped envelope.

We would appreciate hearing from you no later than May 24, 1996.

Should you have any questions, please contact me at (206) 603-7405. Thank you for your cooperation in this matter.

Very truly yours,

A handwritten signature in cursive script that reads "Carol Omland".

Carol Omland  
Contract Specialist

The undersigned hereby consents to the assignment of the referenced Agreement as provided above.

Dated: \_\_\_\_\_, 1996

By: \_\_\_\_\_

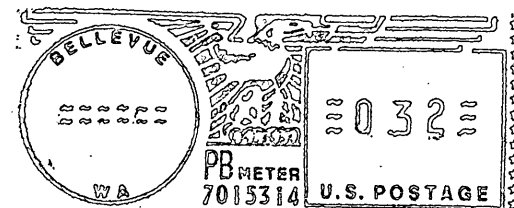
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**USWEST**

**NEW VECTOR GROUP**

U S WEST NewVector Group, Inc.  
3350 - 161st Avenue S.E.  
P.O. Box 7329  
Bellevue, Washington 98008-1329



U S WEST NewVector Group, Inc.  
3350 161st Avenue SE  
P.O. Box 7329  
Room B-24  
Bellevue, WA 98008-1329

Peggy - 30007-01271

Here is a letter  
to attach to the  
original agreement.  
Mary

2/8/95

U S WEST NewVector Group, Inc.  
Real Estate & Property Management Services  
3350 - 161st Avenue S.E.  
P.O. Box 91211, M/S 581  
Bellevue, Washington 98009-9211  
206 450-8100  
FAX 206 450-8149



September 11, 1995

Mr. Bob Tardiff  
City of Newburg  
414 East First Street  
Newburg, Oregon 97312

**RE: License Agreement for Installation and Operation of Telecommunication Equipment  
at GTE Mobilnet's Telecommunication Site between The City of Newburg, Oregon  
("Newburg") and GTE Mobilnet of Oregon Limited Partnership, dated 2/1/95 (OR0062)  
(Newburg Site)**

Dear Mr. Tardiff:

You've recently received correspondence notifying you that U S WEST NewVector Group, Inc., has assumed the obligations of GTE Mobilnet Inc. Unfortunately, incorrect addresses and/or telephone numbers were used. Please disregard the prior notices and use the following contact information:

Inquiries regarding the transaction itself, or rental payments should be directed to:

Anne Drebin or Kimberly Ramee  
U S WEST NewVector Group, Inc.  
3350 161st Ave. S.E., M/S 581  
Bellevue, WA 98008  
(206) 450-8101 (Anne) (206) 450-8105 (Kim)  
(206) 450-8149 (fax)

Day-to-day maintenance issues can be directed to:

Mandi Stewart  
U S WEST Cellular  
15575 SW Sequoia Parkway  
Portland, OR 97224  
(503) 603-3907 Office  
(503) 936-8555 Cellular  
(503) 301-6721 Emergency Pager

We apologize for any inconvenience this has caused and on behalf of U S WEST NewVector Group, Inc., look forward to establishing a positive and rewarding relationship with you.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Anne Drebin", written over a horizontal line.

Anne E. Drebin, Manager  
Cell Site Properties

AED:kb

# IMPORTANT MESSAGE

For Peggy A.M.  
P.M.  
 Day 8-31 Time \_\_\_\_\_  
 M Bonnie  
 Of \_\_\_\_\_

Phone \_\_\_\_\_  
 FAX \_\_\_\_\_  
 MOBILE \_\_\_\_\_  
Area Code Number Extension

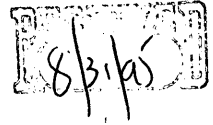
|                  |                    |                   |
|------------------|--------------------|-------------------|
| Telephoned       | Returned your call | RUSH              |
| Came to see you  | Please call        | Special attention |
| Wants to see you | Will call again    | Caller on hold    |

Message Please file  
with the agreement.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signed \_\_\_\_\_

**VENEMA, DOHERTY & DELASHMIT, P.C.**

Attorneys at Law



Suite 1650, Platinum Tower  
400 Interstate North Parkway  
Atlanta, Georgia 30339

**Nancy K. Haberkorn**  
Telephone: (404) 563-9300  
Telecopier: (404) 563-9330

August 25, 1995

**VIA CERTIFIED MAIL**  
**Return Receipt Requested**

Mr. Bob Tardiff  
City of Newburg  
414 E. First Street  
Newburg, OR 97312

RE: Transaction between GTE Mobilnet Incorporated and US WEST NewVector  
(the "Transaction")

Dear Mr. Tardiff:

Please be advised that the Transaction, as described in our previous correspondence, closed on July 1, 1995.

Please direct any further correspondence regarding the Transaction to the following address:

Ms. Anne Drebin  
US WEST NewVector Group, Inc.  
Post Office Box 581  
Bellevue, Washington 98009-9211  
(206) 450-8900

Please call me if you have any questions.

Sincerely,

  
Nancy K. Haberkorn

## NOTICE OF ASSIGNMENT OF LEASE

Re: License Agreement for Installation and Operation of Telecommunication Equipment at GTE Mobilnet's Telecommunication Site between The City of Newburg, Oregon ("**City of Newburg**") and GTE Mobilnet of Oregon Limited Partnership, dated 2/1/95 (OR0062) (Newburg Site) (the "**Lease**").

GTE MOBILNET INCORPORATED, a Delaware corporation ("**GTE**"); GTE MOBILNET OF OREGON LIMITED PARTNERSHIP, a Delaware limited partnership (the "**Portland Partnership**"); GTE MOBILNET OF NORTHWEST OREGON LIMITED PARTNERSHIP, a Delaware limited partnership (the "**Oregon Partnership**"); GTE MOBILE COMMUNICATIONS SERVICE CORPORATION, a Delaware corporation ("**GTE Service**"); CONTEL CELLULAR INC., a Delaware corporation ("**Contel**"), (collectively, the "**GTE Parties**" or "**Assignor**"); and US WEST NEWVECTOR GROUP, INC., a Colorado corporation ("**US West**"), entered into that certain Asset Exchange Agreement (the "**Agreement**"), dated February 3, 1995, involving a series of transactions affecting the following cellular telephone markets: San Diego, California; Albuquerque, New Mexico; Minneapolis, Minnesota; Portland, Oregon; Seattle, Washington; Bremeton and Tacoma, Washington; Oregon RSA 1; Salem, Oregon; and Washington RSA 1 (collectively, the "**Relevant Markets**"). The aforementioned series of transactions (the "**Transactions**"), will close within ten (10) days of the satisfaction of all the conditions set forth in the Agreement, with the actual date of consummation of the Transactions being referred to herein as the "**Closing Date**."

### TRANSACTIONS

The GTE Parties hereby notify City of Newburg that, upon the closing of that portion of the Transactions involving cellular telephone markets that are directly or indirectly related to the Lease, the following will obtain:

(a) Upon Assignor's transfer of the one or more of the Relevant Markets that are directly or indirectly related to the Lease to US West on the Closing Date, Assignor will assign to US West all of Assignor's rights and privileges under the Lease, including any and all easements and other rights appurtenant thereto, and US West shall assume all obligations under the Lease.

(b) On and after the Closing Date, US West shall hold Assignor's rights and shall be liable for the performance of Assignor's obligations, under the Lease.

(c) Assignor shall hold all rights and remain liable for the performance of all obligations under the Lease for the period prior to the Closing Date, but on and after the Closing date, Assignor shall hold no rights and shall have no liability for the performance of any obligations under the Lease.



VENEMA, THOMAS, DOHERTY & DELASHMIT, P.C.

Attorneys at Law



Suite 1650, Platinum Tower  
400 Interstate North Parkway  
Atlanta, Georgia 30339

Nancy K. Haberkorn  
Telephone: (404) 563-9300  
Telecopier: (404) 563-9330

May 11, 1995

VIA CERTIFIED MAIL

Mr. Bob Tardiff, Chief of Police  
The City of Newburg  
414 E. First Street  
Newburg, Oregon 97312

RE: Notice of Assignment of Lease (the "**Notice**"); License Agreement for Installation and Operation of Telecommunication Equipment at GTE Mobilnet's Telecommunication Site between The City of Newburg, Oregon ("**City of Newburg**") and GTE Mobilnet of Oregon Limited Partnership, dated 2/1/95 (OR0062) (Newburg Site) (the "**Lease**").

Dear Mr. Tardiff:

Please be advised that this law firm has been retained by Contel Cellular Inc. and GTE Mobilnet Incorporated to assist them with certain transactions involving the transfer of the assets used in the operation of several cellular telephone markets (the "**Transactions**") to US West NewVector Group, Inc. ("**US West**").

Enclosed, please find the Notice that advises you of the Partnership's intent to assign the Lease at the closing of the Transactions described in the Notice. The Notice is provided for your records and does not require you to take any further action.

The Transactions described in the Notice are expected to close on or about July 17, 1995. After the closing, US West should advise you to whom you should direct any future correspondence and notices.

In the meantime, if you have any questions concerning the Transactions, please contact one of the following individuals at (404) 563-9300:

Preston C. Delashmit  
Nancy K. Haberkorn  
William H. Venema

Thank you for your cooperation.

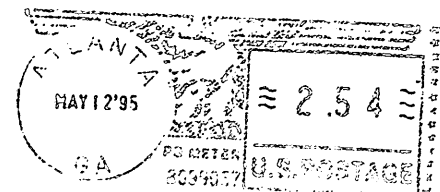
Sincerely,

Nancy K. Haberkorn

Enclosure

**VENEMA, THOMAS, DOHERTY & DELASHMIT, P.C.**  
Attorneys at Law

Suite 1650, Platinum Tower  
400 Interstate North Parkway  
Atlanta, Georgia 30339

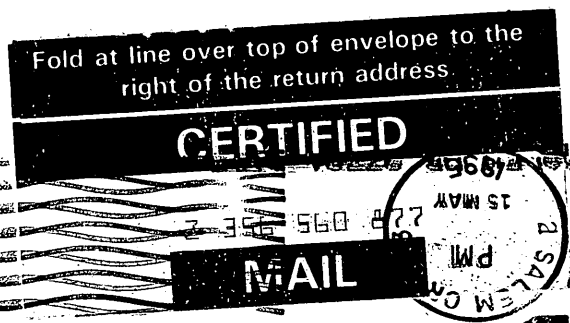


**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

The City of Newburg  
414 E. First Street  
Newburg, Oregon 973

Attn: Mr. Bob Tardiff  
Chief of Police

Name \_\_\_\_\_  
1st Notice 5-17  
2nd Notice \_\_\_\_\_  
Return \_\_\_\_\_



*Peggy -  
original to you  
we retained a  
copy for our  
file.  
Mary*

INTA, GA

