

This MICROCELL SITE LEASE is dated as of June 30, 1997, between BAY AREA CELLULAR TELEPHONE COMPANY, a California general partnership, doing business as Cellular One ("CellularOne") having its principal place of business at 651 Gateway Blvd., Ste. 1500, South San Francisco, CA 94080, Attn. Director, Systems Development, and BARCLAYS PLAZA ASSOCIATES, a California limited partnership ("Lessor"), having its principal place of business c/o Moyer Realty Company, 1000 Marina Village Parkway, Suite 110, Alameda, CA 94501.

1. **The Site.** Lessor is the record owner of a building (the "Building") constructed on that certain parcel of real property located in the State of California, County of Alameda, City of Oakland commonly known as 171 12th Street also known as Assessor's Parcel No. 002-0081-003 and for which a legal description is attached as Exhibit A (the "Site").

2. Lease of the Premises.

(a) **Premises.** Lessor hereby leases to CellularOne and CellularOne leases from Lessor that portion of the Site generally described as follows: approximately fifty (50) square feet of space on the roof of the Building for placement of CellularOne's communications equipment cabinet and space on the northeast corner of the Building at an elevation of approximately thirty-seven feet (37) above ground level for the placement of up to two (2) cellular telephone antennas (collectively the "Premises") as shown for legal purposes in attached Exhibit B.

(b) **CellularOne Improvements.** Following the Commencement Date (defined herein), CellularOne shall have the right to construct the MicroCell Site (defined herein) in substantial conformance with the plans attached as Exhibit B which are hereby approved for construction by Lessor. CellularOne shall obtain all necessary governmental approvals and permits prior to commencing construction and shall provide Lessor with notice prior to the start of construction. All CellularOne contractors and subcontractors shall be duly licensed in the state of California.

3. Rent.

(a) **Base Rent.** CellularOne shall pay to Lessor as rent the sum of Eight Hundred Dollars (\$800.00) per month, due and payable on the first day of each month, in advance, commencing on the Commencement Date and continuing during the term.

(b) **Utility Charge.** CellularOne shall install separate utility meters or submeters at the Premises and, when permitted by the serving utilities, shall be responsible directly to the serving utilities for all utility service required for CellularOne's use of the Premises. In the event utilities are provided by Lessor, CellularOne shall pay to Lessor the cost of utility service provided to the Premises and attributable to CellularOne's use ("Utility Charge"). Calculation of the actual Utility Charge due shall be made jointly by Lessor and CellularOne, and, if they cannot agree, by an arbitrator reasonably acceptable to both parties.

(c) **Administrative Fee.** With each payment of rent CellularOne shall also pay to Lessor an administrative fee of Two Hundred Dollars (\$200.00). The monthly rental payment and administrative fee are herein together referred to as the "Lease Payment".

(d) **Initial Payment.** Notwithstanding the provisions of

Paragraph 3(a), on the Commencement Date CellularOne shall pay to Lessor the Lease Payments for the first three months of the Lease Term together with a non-refundable security deposit of One Thousand Dollars (\$1000.00).

(d) **Annual Adjustment.** The Lease Payment shall be subject to adjustment on each anniversary of the Commencement Date (the "Adjustment Date(s)") based upon the Consumer Price Index, All Urban Consumers (CPI-U), San Francisco-Oakland-San Jose Area, All items (standard reference base period 1982-84 = 100) published by the U.S. Department of Labor, Bureau of Labor Statistics (the "Index"), in effect on the Commencement Date (the "Beginning Index"). If the Index published most immediately preceding the Adjustment Date in question (the "Adjustment Index") has increased over the Beginning Index, the monthly rent for the period following the Adjustment Date in question and until the next Adjustment Date shall be set by multiplying the Section 3(a) Lease Payment by a fraction, the numerator of which is the Adjustment Index and the denominator of which is the Beginning Index. In no case shall the monthly rent be less than the Section 3(a) Lease Payment and in no case shall the monthly rent increase more than four percent (4%) on any Adjustment Date. If the Index is changed the Index shall be converted in accordance with the conversion factor published by the U.S. Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised, such other government index or computation with which it is replaced shall be used.

4. **Term of Lease.** This Lease shall be for an initial term of five (5) years commencing on the Commencement Date. The Lease term will automatically renew on the same terms and conditions at the expiration of the initial term or any subsequent extension term for a total of three (3) optional extension terms of five (5) years each unless CellularOne gives Lessor notice of its intention not to renew any such five year term not less than sixty (60) days prior to the expiration of the then current term.

5. **Commencement Date: Governmental Permits.** The initial term of this Lease shall commence on the day that CellularOne obtains all permits and approvals necessary for CellularOne to be legally entitled to construct a facility for providing cellular telephone services at the Premises (the "Commencement Date"). CellularOne shall notify Lessor in writing of the date on which all such permits and approvals have been obtained. CellularOne shall be permitted to occupy the Premises and commence construction of the MicroCell Site upon receipt of all such permits and approvals and notice to Lessor as required in Section 2.

6. **Use of the Premises.** CellularOne shall use the Premises as one of CellularOne's communications sites (a "MicroCell Site") comprising CellularOne's system (the "System") for furnishing all cellular telephone, radio and telecommunications services to the public that CellularOne is legally authorized to provide during the term of this Lease.

7. **Easement.** Lessor hereby grants to CellularOne for the term of this Lease, an unimpaired, non-exclusive easement in and over the common areas at the Site providing physical access to or from the Premises by personnel, equipment, cables and utilities, including all utility ducts and conduits and any other means by which utilities or communications signals may be delivered to or from the Premises (collectively the "Access Areas"). The rights granted to CellularOne herein are for the purpose of installing, constructing, maintaining, restoring,

replacing, and operating CellularOne's equipment located within or on the Premises or such Access. Such rights shall include the right of ingress and egress, twenty-four (24) hours per day, seven (7) days per week over such Access Areas for access to or from any of CellularOne's equipment. CellularOne will use a key card security system to access to the Premises after regular business hours. Lessor will provide CellularOne with a private code for such system and CellularOne will pay Lessor a Ten Dollar (\$10.00) deposit to obtain a key card for such system.

8. Protections Against Interference. CellularOne acknowledges that InterCity Express has an existing antenna on the roof of the Building, and CellularOne agrees not to interfere with said existing antenna provided said antenna is being properly operated within its assigned frequencies and is in compliance with all applicable F.C.C. rules and regulations. Lessor shall provide CellularOne with notice of any proposed installation of communication antennas on the Site. CellularOne shall advise Lessor within ten (10) days receipt of such notice whether CellularOne has determined in good faith that the proposed use will cause interference with CellularOne's operation of the System. Lessor will not grant rights to any party for use of the Site, nor materially modify its use of the Site, if such new use would interfere with CellularOne's operation of the System or diminish the superiority of CellularOne's signal quality for the area serviced by the MicroCell Site. Any future lease of the Site which permits the installation of communication equipment shall be conditioned upon not interfering with CellularOne's operation of the MicroCell Site.

9. Damage, Destruction and Condemnation. If the Premises are: (a) wholly damaged or destroyed so that all of the Premises are rendered unusable as a MicroCell Site then upon either party's election and thirty (30) days notice to the other party, this Lease shall terminate and CellularOne shall be liable for the rent only up to the time of such destruction; but (b) if only partially damaged or destroyed and still usable as a MicroCell Site (or if the Lease is not terminated pursuant to 9(a)), Lessor shall, within a reasonable time, repair the Premises with a reduction of rent from the time of such partial destruction until the Premises are again fully usable by CellularOne. A decision whether destroyed Premises (or condemned Premises) are still usable as a MicroCell Site, shall be made by CellularOne and Lessor and, if they cannot agree, by an arbitrator acceptable to both parties. The foregoing notwithstanding, CellularOne may re-occupy the Premises for operation of the MicroCell Site for the remainder of the term if the Premises are re-built within eighteen (18) months of any such damage or destruction. If all or part of the Premises is taken by condemnation and are no longer usable as a MicroCell Site, this Lease shall terminate unless CellularOne's equipment and improvements can be relocated to another position at the Site acceptable to Lessor and CellularOne.

10. Need to Prevent Unsupervised Access. Lessor shall never access or disturb CellularOne's antennas or equipment. In case of emergency requiring Lessor access to CellularOne's equipment, Lessor shall first call CellularOne's Network Management Center at (800)481-9500.

11. Termination. Lessor may terminate this Lease upon the occurrence of any of the following: (a) failure by CellularOne to pay rent when due if such failure shall continue for more than ten (10) days after notice to CellularOne of such failure; or (b) failure by CellularOne to comply with any material term, condition or covenant of this Lease, other than the payment of rent, if such failure is not cured within thirty (30) days after written notice to CellularOne, or in the event of a cure which requires in excess of thirty (30) days to complete, if CellularOne has not commenced such cure within thirty (30) days of such notice and is not diligently prosecuting said cure to completion. CellularOne may

terminate this Lease cause upon the giving of thirty (30) days' written notice if: (a) CellularOne fails to obtain or loses any necessary permits, approvals or orders and is thereby unable to use the Premises as a MicroCell Site; (b) CellularOne determines at any time that the Site is not appropriate for locating CellularOne's communication equipment; or (c) Lessor fails to comply with any term, condition or covenant of this Lease and does not cure such failure within thirty (30) days of CellularOne's notice or in the event of a cure which requires in excess of thirty (30) days to complete, if Lessor has not commenced such cure within thirty (30) days of such notice and is not diligently prosecuting said cure to completion. CellularOne shall have the right to cure any default by Lessor following such notice and cure period and to deduct the cost of such cure from rent upon presentation of an accounting of such costs to Lessor.

12. Warranties and Covenants of CellularOne. CellularOne warrants and covenants that for the term of this Lease, CellularOne shall maintain comprehensive general liability insurance, with a single combined limit of \$1,000,000, insuring against claims arising out of and in connection with CellularOne's use or occupancy of the Premises. Said policy shall name Lessor as an additional insured and shall contain cross liability endorsements. CellularOne shall also maintain insurance for perils usual to a standard "all risk" insurance policy on all its equipment, personal property, fixtures, tenant improvements and alterations in, on or about the Premises. CellularOne shall furnish Lessor with a certificate indicating the applicable coverage, upon request.

13. Warranties and Covenants of Lessor. Lessor warrants and covenants that: (a) Lessor has legal right to possession of the Premises and the power and the right to enter into this Lease and that CellularOne, upon the faithful performance of all of the terms, conditions and obligations of CellularOne contained in this Lease, shall peaceably and quietly hold and enjoy the Premises upon the terms, covenants and conditions set forth in this Lease throughout the term of this Lease; (b) Lessor shall deliver the Premises to CellularOne clean and free of debris on the Commencement Date and shall maintain the Site in a manner which will not interfere with CellularOne's use of the Premises as a MicroCell Site; (c) Lessor shall make available to CellularOne at the Premises, all presently existing utility services required by CellularOne for purposes of the operation of CellularOne's equipment at the Premises, provided that CellularOne may at its own expense install any additional utilities service facilities which are so required; (d) Lessor shall maintain at its expense throughout the term of this Lease a policy of property insurance for perils usual to a standard "all risk" insurance policy in an amount equal to the full replacement cost of the Building and all improvements now or hereafter located on the Site, excepting CellularOne's fixtures, equipment, personal property, tenant improvements and alterations; and (f) CellularOne shall have access to the Premises from the nearest public way at all times.

14. Title To and Removal Of CellularOne's Equipment; Surrender. Title to CellularOne's equipment, and all improvements installed at and affixed to the Premises by CellularOne shall be and shall remain the property of CellularOne. CellularOne may, at any time, including any time it vacates the Premises, remove CellularOne's equipment, fixtures, and all of CellularOne's personal property from the Premises. Upon termination of this Lease, CellularOne shall remove the equipment and improvements installed at the Premises by CellularOne and shall surrender the Premises in as good order and condition as when first occupied by CellularOne, wear and tear and damage by fire or other casualty excepted. The foregoing notwithstanding, CellularOne shall not be required to remove any structural improvements made to the Site or the

Premises in order to provide sufficient support for CellularOne's equipment and antennas.

15. 15. Holding Over. If CellularOne holds over after this Lease has been terminated, the tenancy shall be month-to-month, subject to the provisions of this Lease.

16. 16. Notices and Other Communications. Notices required by this Lease shall be delivered by (i) personal delivery (including delivery by overnight courier service which obtains confirmation of receipt) or (ii) postage prepaid return receipt requested certified mail, addressed to the party for whom intended at the addresses appearing in the first paragraph above or such other address as the intended recipient may designate by written notice. A copy of each notice to CellularOne shall be sent to: Paul Albritton, Mackenzie & Albritton, One Post St., Ste. 500, S.F., CA 94104.

17. 17. Mutual Release: Waivers Of Subrogation. The parties release each other, and their respective authorized representatives, from any claims for damage to the Premises and the Building and other improvements in which the Premises are located, and to the fixtures, personal property, tenant improvements, and alterations of either Lessor or CellularOne in or on the Premises and the Building and other improvements in which the Premises are located that are caused by or result from risks insured against under property insurance policies carried by the parties and in force at the time of any such damage. Each party shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy. Neither party shall be liable to the other for any damage caused by any risks insured against under any insurance policy required by this Lease.

18. 18. Confidential Information. In connection with this Lease, and Lessor's access to the Premises, CellularOne has or will disclose to Lessor certain information which is non-public, confidential and/or proprietary in nature, including, without limitation, CellularOne equipment specifications, the terms and

conditions of this Lease, including rent, and any studies or documents prepared in connection with this Lease, all of which are referred to herein as "Confidential Information". Lessor shall not disclose Confidential Information to any third party without the express written authorization of CellularOne; except (a) as required by law, (b) in confidence, to legal counsel, technical consultants, financing sources, prospective purchasers of the Site, and brokers, appraisers and financing sources involved in a sale and purchase of the Site with a "need to know"; or (c) regarding the enforcement of this Lease. A breach or threatened breach of this covenant will result in irreparable and continuing damage to CellularOne without adequate remedy at law which Lessor agrees shall entitle CellularOne to injunctive relief and/or a decree of specific performance, and all other relief legally available to CellularOne.

19. 19. Waivers: Written Agreement to Govern: Attorneys' Fees. Any waiver of any right under this Lease must be in writing and signed by the waiving party. This Lease is the entire understanding between the parties relating to the subjects it covers. The prevailing party in any action or proceeding brought to enforce this Lease shall be entitled to recover its reasonable attorneys' fees, costs, and expenses in connection with such action or proceeding from the other party.

20. 20. Further Assurances. In addition to the actions specifically mentioned in this Lease, the parties shall each do whatever may be reasonably necessary to accomplish the transactions contemplated by this Lease including, without limitation, execution of all applications, permits and approvals required of Lessor for construction of the MicroCell Site by CellularOne; cooperation in obtaining Non-Disturbance Agreements from holders of senior encumbrances on the Property; execution of IRS Form W-9; and a Memorandum of this Lease in a form appropriate for recording in the county in which the Premises are situated.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first set forth above.

CELLULARONE: BAY AREA CELLULAR TELEPHONE COMPANY, a California general partnership

By: CMT Partners, a Delaware general partnership, its general partner

By: Glenn T. Umetsu
Title: Vice President of Engineering & Operations

Printed Name: Glenn T. Umetsu

LESSOR: BARCLAYS PLAZA ASSOCIATES, a California limited partnership

By: Terence W. Moyer
Terence Moyer, general partner

Federal Tax ID. No: 94-2646595

SCHEDULE OF EXHIBITS: (a) Exhibit A (the "Site"); (b) Exhibit B (the "Premises");

IRS Form W-9

EXHIBIT A

LEGAL DESCRIPTION:

Real property in the City of Oakland, County of Alameda, State of California, described as follows:

Lots 10 to 18, inclusive, and the eastern .29 feet of Lot 9, Block 164, Kellersberger's Map of Oakland, filed September 2, 1853, Map Book 1, Page 21, Alameda County Records, described as follows:

Beginning at the point of intersection of the southern line of 12th Street with the western line of Madison Street; and thence N. $63^{\circ} 45'$ W. along said line of 12th Street, 200.29 feet; thence at right angles S. $26^{\circ} 15'$ W. 100 feet; thence at right angles S. $63^{\circ} 45'$ E. 200.29 feet to the western line of Madison Street; and thence N. $26^{\circ} 15'$ E. along said last named line 100 feet to the point of beginning.

Geo

EXHIBIT B



ARCHITECTS
 1200 CALIFORNIA STREET, SUITE 200, OAKLAND, CA 94612
 (415) 778-8800
 FAX: (415) 778-8801
 www.tdsarchitects.com

CELLULARONE
 Bay Area Cellular Telephone Company

PROJECT NAME:
12TH & MADISON
 CLIENT ADDRESS:
 171 12TH STREET
 OAKLAND, CA
 CLIENT PHONE:
 #6050

COVER SHEET

PROJECT NO.		SHEET NO.	
DATE	PAGE	DATE	PAGE
6/7/91	1		
CVR			
AS NOTED			
BY ARCHITECT			
BY ENGINEER			
BY CITY ENGINEER			

PROJECT DATA

SUMMARY
 APT. AREA: 149 SF
 SITE AREA: [Blank]
 ROOFING: [Blank]
 SOIL: [Blank]

NO. OF CONSTRUCTION: 1
 BUILDING OCCUPANCY GROUP: B1
 PROJECT AREA: 149 SF
 TEL. EQUIP. CABINET: 349 SF

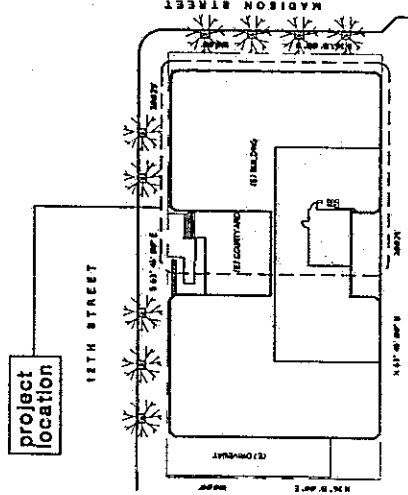
TYPE OF CONSTRUCTION: N/A
 NUMBER OF STORES: N/A
 FIRE PROTECTION: N/A

DRAWING INDEX

ARCHITECTURAL:
 CVR COVER SHEET
 A-1 ROOF PLAN
 A-2 EXTERIOR ELEVATIONS

SITE PLAN

NOT TO SCALE



CELLULARONE

Bay Area Cellular Telephone Company

Call Site Name:
12TH & MADISON

Call Site Number:
#G050

Call Site Address:
 171 12TH STREET
 OAKLAND, CA

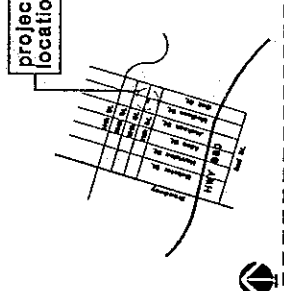
PROJECT DESCRIPTION

INSTALLATION OF CELL-OCCUPIED TELEPHONE EQUIPMENT 349 SQ. FT. AND CELLULAR ONE

TITLE 24 / ACCESSIBILITY

THE PROPOSED TELEPHONE EQUIPMENT CABINET SHALL BE NON-OCCUPIED. THE PROPOSED TELEPHONE EQUIPMENT CABINET SHALL BE NON-OCCUPIED. THE PROPOSED TELEPHONE EQUIPMENT CABINET SHALL BE NON-OCCUPIED. THE PROPOSED TELEPHONE EQUIPMENT CABINET SHALL BE NON-OCCUPIED.

VICINITY MAP



PROJECT DIRECTORY

CELLULARONE
 171 12TH STREET
 OAKLAND, CA 94612
 (415) 778-8800

ARCHITECTURAL SYMBOLS

	ACCESS DOOR
	STAIRS
	ELEVATOR
	LIFT
	RAMP
	HANDICAP ACCESS
	LIGHT FIXTURE
	CEILING MOUNTED EXIT SIGN
	WALL MOUNTED EXIT SIGN
	DOOR SIGN
	SIGN/MARKER
	MASONRY
	BRICK
	CONCRETE
	METAL

1. WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS. DO NOT SCALE DIMENSIONS.

2. ALL DIMENSIONS ARE FACE UNLESS OTHERWISE NOTED.

3. 1/8" MAXIMUM TOLERANCE AND SPACING ACCORDING TO THE DATE OF THE CONTRACT.

GENERAL NOTES

ALL WORK TO BE IN ACCORDANCE WITH REQUIREMENTS AS STATED IN THE FOLLOWING CODES:

CALIFORNIA BUILDING CODE (CBC)
 INTERNATIONAL BUILDING CODE (IBC)
 NATIONAL FIRE PROTECTION AGENCY (NFPA)
 NATIONAL ELECTRICAL CODE (NEC)
 NATIONAL MECHANICAL CODE (NMC)
 NATIONAL PLUMBING CODE (NPC)
 NATIONAL GAS CODE (NGC)
 NATIONAL LIFTING CODE (NLC)
 NATIONAL PIPE CODE (NPC)
 NATIONAL FIRE PROTECTION AGENCY (NFPA)
 UNLESS OTHERWISE STATED, IT IS INTENDED THAT THE ABOVE CODES AND REGULATIONS REFER TO THE LATEST EDITIONS AND ANY AMENDMENTS THEREON WHICH MAY BE IN FORCE AT THE DATE OF THE CONTRACT.

EXISTING CONDITIONS

ALL INFORMATION RELATIVE TO EXISTING CONSTRUCTION IS GIVEN AS BEING THE BEST INFORMATION AVAILABLE. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND LOCATIONS AT THE JOB SITE. ANY DISCREPANCIES REQUIRING MODIFICATION TO THE EXISTING CONDITIONS SHALL BE REPORTED TO THE ARCHITECT IMMEDIATELY. NO MODIFICATIONS TO THE EXISTING CONDITIONS SHALL BE MADE WITHOUT APPROVAL FROM THE ARCHITECT.

ABBREVIATIONS

AC	ACCESS	AD	ADDITUM
AL	ALUMINUM	AS	AS NOTED
AN	ANODIZED	AT	AT THE DATE OF THE CONTRACT
AR	ARCHITECTURAL	AW	AWAY FROM
AS	AS NOTED	B	BRICK
AT	AT THE DATE OF THE CONTRACT	C	CONCRETE
AW	AWAY FROM	D	DRY
B	BRICK	E	ELEVATOR
C	CONCRETE	F	FLOOR
D	DRY	G	GALVANNEAL
E	ELEVATOR	H	HANDICAP
F	FLOOR	I	IRON
G	GALVANNEAL	L	LIFT
H	HANDICAP	M	MASONRY
I	IRON	N	NON-OCCUPIED
L	LIFT	O	OAK
M	MASONRY	P	PAPER
N	NON-OCCUPIED	R	RAMP
O	OAK	S	STAIRS
P	PAPER	T	TILE
R	RAMP	V	VANISHED
S	STAIRS	X	CROSS
T	TILE	Y	YIELD
V	VANISHED	Z	ZINC
X	CROSS		
Y	YIELD		
Z	ZINC		

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FOR INFORMATION OF THE CONTRACTOR, THE ARCHITECT HAS CONDUCTED VISUAL GENERAL VERIFICATION OF THE EXISTING CONDITIONS AT THE PROJECT SITE. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND LOCATIONS AT THE JOB SITE. ANY DISCREPANCIES REQUIRING MODIFICATION TO THE EXISTING CONDITIONS SHALL BE REPORTED TO THE ARCHITECT IMMEDIATELY. NO MODIFICATIONS TO THE EXISTING CONDITIONS SHALL BE MADE WITHOUT APPROVAL FROM THE ARCHITECT.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. THE CONTRACTOR SHALL MAINTAIN ALL NECESSARY RECORDS AND SHALL PROVIDE THEM TO THE ARCHITECT UPON COMPLETION OF THE PROJECT.

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EXHIBIT B



ARCHITECTURE
 PLANNING DESIGN
 1001 CALIFORNIA BLVD
 SUITE 1000
 DALLAS, TEXAS 75201-1001
 TEL: 214-771-1111
 FAX: 214-771-1111

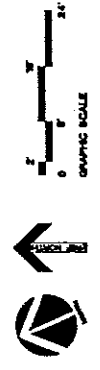
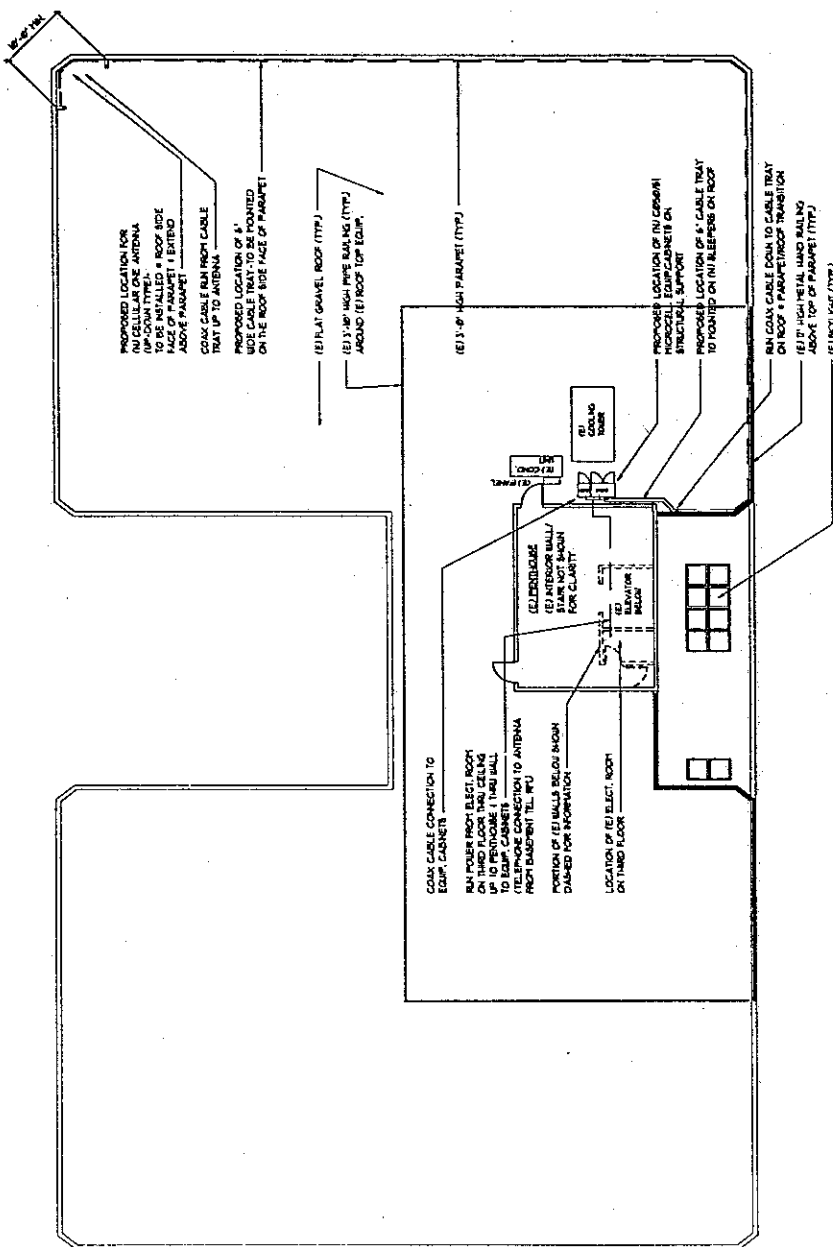
PROJECT NO.	C-1
DATE	6/27/97
DESCRIPTION	PRELIMINARY REVIEW

CELLULARONE
 Bay Area Cellular Telephone Company

PROJECT: 12TH/MADISON
 CLIENT NAME: CELLULAR ONE
 CLIENT NO: #G050
 CLIENT ADDRESS: 711 12TH STREET, DALLAS, TX

ROOF PLAN

A-1



Jan

EXHIBIT B



TDS ARCHITECTS

TOTAL DESIGN SOLUTIONS

ARCHITECTS
 1001 S. GARDEN STREET, SUITE 200
 ANAHEIM, CALIFORNIA 92805
 (714) 942-1111

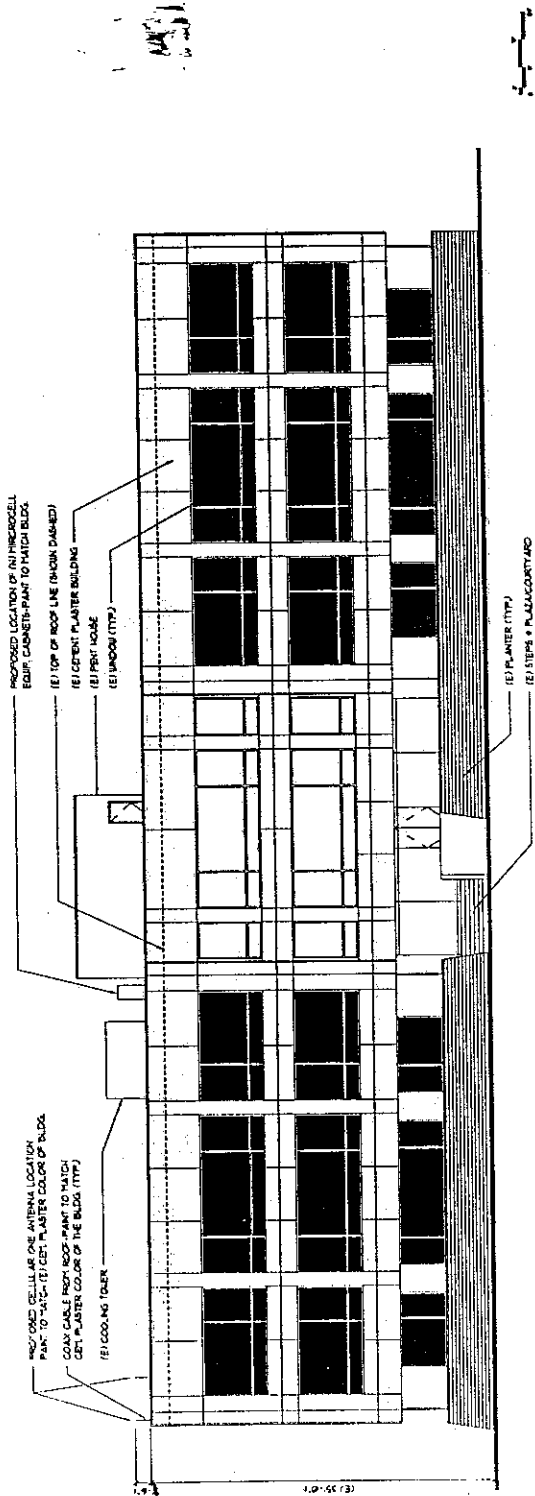
DATE: 6/27/97
 C-1 PRELIMINARY REVIEW

CELLULARONE
 Bay Area Cellular Telephone Company

CLIENT NAME: **12TH/MADISON**
 COLLECT. NO.: #G050
 CLIENT ADDRESS: 771 26TH STREET, DALLAS, TX

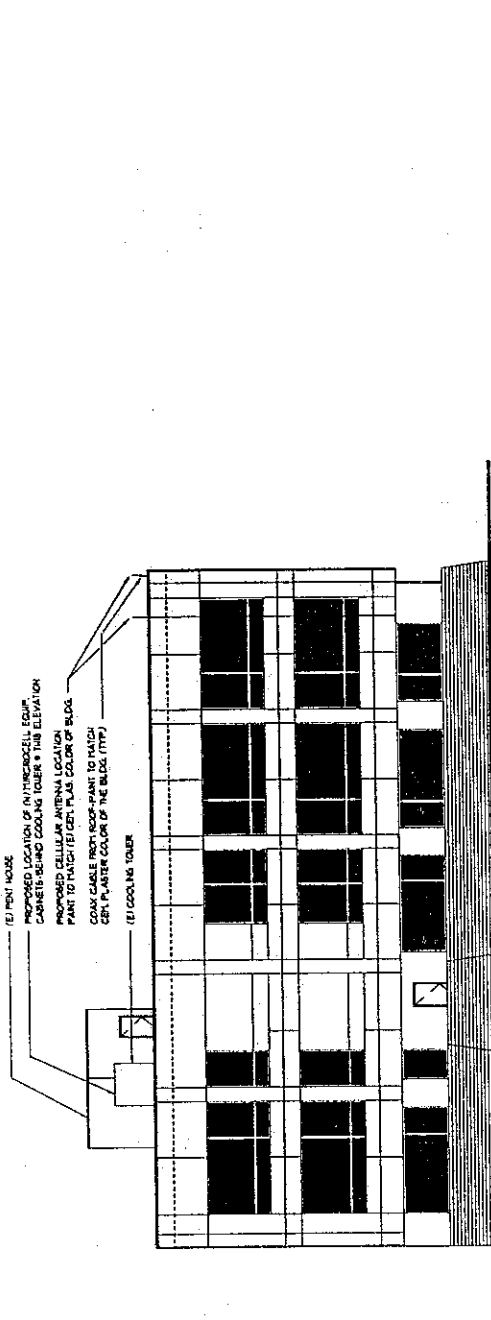
ROOF PLAN

A-2



1 NORTH ELEVATION (FROM 12TH STREET)

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



2 EAST ELEVATION (FROM MADISON STREET)

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

Signature