

COMMUNICATIONS SITE LICENSE AGREEMENT (SHELTER SPACE)

This Communications Site License Agreement ("Agreement") is entered into this _____ day of _____, 2004, by and between NEXTEL WIP LEASE CORP., a Delaware corporation, d/b/a Nextel Partners ("Licensor"), and CITY OF LINCOLN, a political subdivision of the State of Nebraska ("Licensee").

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

1. **Premises.**

(a) Licensor currently licenses approximately Four hundred sixteen (416) square feet of ground space ("Ground Space") located on real property at RR2 Box 110 Ceresco, NE 68017 ("Land") and owns and operates an equipment shelter thereon ("Building") (the Ground Space and Building are, collectively, the "Property"). The Land is more particularly described in Exhibit A annexed hereto. Licensor hereby licenses to Licensee and Licensee licenses from Licensor approximately eight (8) square feet in Licensor's Building and all access and utility easements, if any (collectively the "Premises"), as described and depicted in Exhibit B annexed hereto.

(b) The Premises are located on the Land leased to the Licensor under that certain Communications Site Lease Agreement between Wireless Solutions Inc., as Lessor, and Nextel WIP Lease Corp., a Delaware corporation, d/b/a Nextel Partners, as Lessee, dated March 9th 2004, (the "Prime Lease"), which is attached hereto and made a part hereof as Exhibit 1. Except as otherwise expressly provided herein or except as the terms of the Prime Lease may be in conflict with or inconsistent with the terms provided herein, all of the terms, covenants, and provisions in the Prime Lease are hereby incorporated into and made a part of this Agreement as if fully set forth herein; the Licensor herein being substituted for the Lessor named in the Prime Lease, and the Licensee herein being substituted for the Lessee named in the Prime Lease, as it relates to the Premises only. To the extent that the provisions of the Prime Lease are not incorporated herein, the provisions above as to the respective substitution of the Licensor and Licensee for the Lessor and the Lessee named in the Prime Lease shall not apply. Licensee acknowledges that this Agreement is contingent upon Licensor obtaining consent hereof from the Prime Lessor. Should Licensor be unable to obtain such consent, Licensor shall provide Licensee with written notice thereof, and this Agreement shall be deemed null and void.

2. **Use.** Licensor, for the term set forth herein and subject to the terms and conditions of this Agreement, hereby grants to Licensee a non-exclusive license to use the Premises for (i) the transmission and reception of VHF/800 signals at the frequencies of TX 868.1875, 867.2500, 154.355 or 154.295, not both VHF TX frequencies at the same time and RX frequencies of 823.1875 and 822.2500. (ii) the construction, maintenance, repair and replacement of related equipment, cables and facilities and improvements related thereto, and (iii) activities related to any of the foregoing, provided such activities do not require an expansion of or change in the Premises and/or the Licensee Facilities, as defined in paragraph 6(a) (collectively, "Licensee's Permitted Use"). If any increase in the insurance premiums paid by Licensor is caused by Licensee's use and occupancy of the Premises, then Licensee shall pay as additional Rent the amount of such increase to Licensor.

3. **Tests and Construction.**

(a) None of the Licensee Facilities (as defined in Paragraph 6(a)) shall be installed on the Premises nor shall any construction pertaining to the Licensee Facilities commence until Licensee has submitted its construction and installation plans, contractors and subcontractors to Licensor in writing and such plans have been approved in writing by Licensor. Licensor shall give such approval or provide Licensee with its requests for changes within ten (10) working days after Licensor's receipt of Licensee's plans. Licensee shall not alter any plans so approved without following the same procedures. During the Term of this Agreement, subject to Licensor's approval, which may be withheld at Licensor's sole discretion, Licensee shall have the option to add additional equipment or other facilities to the Premises. Should Licensee add such additional equipment or other facilities to the Premises, Licensor and Licensee agree that Rent may be charged which shall be in a mutually acceptable dollar amount agreed upon in writing, prior to any equipment additions or modifications. Licensee shall be responsible for grounding all external and internal wiring and cabling installed by Licensee. Licensee shall obtain Licensor's prior written approval of such grounding plans. Any deviation from the aforementioned shall result in a default of this Agreement.

(b) Licensee shall provide all labor for the installation, maintenance and repair of Licensee's equipment on the Premises, unless Licensor, in its sole discretion, elects to provide such labor, in which case Licensee shall pay Licensor for such labor; provided,

however, that such labor costs shall be reasonable and that Licensor shall provide Licensee copies of all bills and invoices for such work.

(c) Notwithstanding anything to the contrary, in the event that any permit, approval or authorization required for Licensor's use, operation or right to license space to Licensee of the Property is challenged by any governmental authority or third party as part of any governmental, regulatory or legal proceeding, Licensee acknowledges that (i) Licensor shall reserve the right to withhold its approval of the Licensee Facilities or modification of its equipment on the Property until such time as such challenge has been finally adjudicated or settled and Licensor prevails, (ii) prior to the installation of the Licensee Facilities, Licensor may terminate this Agreement or (iii) following prior written notice from Licensor to Licensee, specifically referencing this paragraph, Licensee may elect to install its equipment on the Premises at its sole cost and risk and acknowledges that in the event of a governmental or legal order requiring the removal of the Licensee Facilities from the Premises that Licensee shall do so promptly at its sole cost and expense.

(d) Licensee shall indemnify Licensor and hold it harmless from all expenses, costs, damages, loss, claims or other expenses or liabilities arising from any activities on the Premises by Licensee and its agents, engineers, contractors and other representatives, excluding, however, any liability arising from any pre-existing condition.

4. Term.

(a) The initial term of this Agreement shall commence on _____, 2004 ("Commencement Date") and shall terminate on the fifth anniversary of the Commencement Date, ("Initial Term") unless earlier terminated as provided herein. Upon prior written approval of Licensor, and provided that Licensee is not in default of its obligations hereunder, Licensee shall have the right to extend the term for Four (4) successive five (5) year periods ("Renewal Term(s)") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless either Licensor or Licensee notifies the other party of its intention not to renew at least ninety (90) days prior to commencement of the succeeding Renewal Term.

(b) Notwithstanding anything to the contrary in this Agreement, in the event that the Prime Lease expires or terminates prior to the end of the Initial Term or any Renewal Term hereunder, then this Agreement shall automatically terminate upon termination of Licensor's right to possession of the Property under said Prime Lease; provided that such Prime Lease has not been otherwise extended by Licensor. Licensor shall give Licensee no less than thirty (30) days written notice of its intention not to exercise any renewal option(s) which may be available to it under the Prime Lease. If the Prime Lease is terminated for any other reason by either party thereto, Licensor shall immediately provide Licensee written notice of such early termination.

5. License Fee and Confidentiality.

Licensee shall pay Licensor an annual license fee of One Dollar (\$1). Notwithstanding, the parties agree that the value of this License Agreement is \$2,400 per year. Licensee agrees Licensor may disclose and/or otherwise distribute the terms and conditions of this Agreement to any third party for any purpose, including publicity purposes.

6. Facilities; Utilities; Access.

(a) Licensee shall have the right, at its sole expense, to install, construct and maintain on the Premises from time to time a VHF/UHF transmit/receive facility for the Licensee's Permitted Use, including equipment in the Building and other improvements relating thereto (collectively, the "Licensee Facilities"). Exhibit C attached hereto further describes the Licensee Facilities. All work by Licensee shall be performed in compliance with applicable laws and ordinances. Title to the Licensee Facilities shall be held by Licensee. Licensee Facilities shall remain Licensee's personal property and are not fixtures, and Licensor waives any lien rights it may have concerning the Licensee Facilities. Licensee has the right to remove all Licensee Facilities at its sole expense on or before the expiration or earlier termination of the Agreement; provided, Licensee repairs any damage to the Premises caused by such removal and subject to Paragraph 3(b) above.

(b) Licensee shall not permit, obtain or cause to be obtained any lien against the Land, Tower or other property, real and otherwise, owned or licensed by Licensor; and if such lien shall at any time be so filed, within fifteen (15) days after notice of the filing thereof, cause it to be canceled and discharged of record. Violation of this Paragraph shall constitute a material breach of this Agreement.

(c) Licensor shall pay for the electricity, provided the cost of electricity for the 911 equipment does not exceed Two Hundred Fifty Dollars and 00/100 (\$250.00) per month, at which time the Licensor shall require additional compensation from

Licensee. Licensee shall pay for any other utilities it consumes in its operations at the rate charged by the servicing utility company. Licensee shall have the right to draw electricity, by submeter, and other utilities from the existing utilities on the Premises or obtain, at its sole cost and expense, separate utility service from any utility company that will provide service to the Premises. Any easement necessary for such power or other utilities will be at a location acceptable to Licensor, the Prime Lessor, and the servicing utility company.

(d) With prior notice to Licensor, Licensee, Licensee's employees, agents and subcontractors may enter on or across the Property, to perform or arrange to be performed normally scheduled installation, maintenance or repair of the Licensee Facilities on the Premises. Any emergency installation, maintenance or repair of the Licensee Facilities on the Premises shall be performed only with prior oral or written approval from Licensor. Licensor shall consider telephonic notification (with a live person, not by message) at the time of the emergency installation, maintenance or repairs responsive to the above stipulations. It shall be the responsibility of the Licensor to provide the Licensee with a security key to access the Premises in the absence of the Licensor.

(e) Licensee shall, at Licensee's expense keep and maintain the Premises in commercially reasonable condition and repair during the term of this Agreement. Licensee agrees to maintain the Licensee Facilities in proper operating condition and within industry accepted safety standards. All installations and operations in connection with this Agreement by Licensee must be in compliance with all federal, state, and local laws, codes and regulations, including but not limited to local zoning requirements, and Licensee agrees to adhere to reasonable technical standards developed by Licensor as amended from time to time

7. Interference.

(a) Licensee shall operate and maintain the Licensee Facilities in a manner that will not cause interference to Licensor or other lessees or licensees of the Property whose installations predate that of the Licensee Facilities ("Pre-Existing Users"). All operations by Licensee shall be in compliance with all Federal Communications Commission ("FCC") requirements. In the event that Licensor, or Pre-Existing Users on the Property, experience interference caused by Licensee or the Licensee Facilities, Licensor or such other Pre-Existing User shall notify Licensee of such interference in writing, and Licensee shall power down its equipment and/or cease operations in order to correct and eliminate such interference within 72 hours after receipt of Licensor's notice. Upon prior written approval of Licensor, Licensee may operate its equipment intermittently during off-peak hours for testing purposes only. If Licensee is unable to eliminate the interference, or reduce it to a level acceptable to Licensor or other Pre-Existing User, within a period of thirty (30) days, then Licensor may, in addition to any other rights it may have, terminate this Agreement. Licensor may, in its sole discretion and with prior written notice to Licensee, require Licensee to have a circulator and harmonic filter installed. Also, Licensor may, at its option, require Licensee to supply additional radio frequency interference (RFI) limiting equipment for installation on the equipment of each person whose equipment is experiencing such interference.

(b) Licensor agrees not to, and to cause any user of the Property whose equipment is installed or modified subsequent to the Licensee's then-current operation of the Licensee's Facilities not to, interfere with the operation of Licensee's Facilities. In the event Licensee experiences interference caused by any subsequent lessee or licensee of the Property or equipment of any subsequent lessee or licensee, Licensee shall notify Licensor of such interference in writing and Licensor shall, or shall cause any other subsequent lessee or licensee, to power down its equipment and/or cease operations in order to correct and eliminate such interference within 72 hours after receipt of Licensor's notice.

8. Taxes. Licensee shall be solely responsible for the payment of any taxes, levies, assessments and other charges including franchise and similar taxes imposed upon the business conducted by Licensee or upon the Licensee Facilities. Licensee shall further be responsible for payment of any increase in real property taxes directly attributable to the construction and placement of the Licensee Facilities upon the Premises. Licensor agrees to provide written proof of such increase attributable to the Licensee Facilities upon Licensee's request.

9. Termination.

(a) This Agreement may be terminated by either party on one hundred and twenty (120) days prior written notice for any reason.

(b) No termination under this Paragraph 9 shall be effective until a termination notice is given by the terminating party to the other party and such notice is specifically identified as a termination notice under this Paragraph 9. The party exercising its termination rights in accordance with this paragraph shall have such cumulative rights and remedies as may be available at law or in

equity. Termination shall not affect any obligations or liabilities arising under this Agreement prior to the effective date of such termination or those obligations that expressly survive such termination.

(c) Upon the termination of this Agreement by operation of this paragraph or as otherwise provided by the terms of this Agreement, Licensee shall remove all of the Licensee Facilities within thirty (30) days of the date of such termination and shall restore the Premises to its original condition, reasonable wear and tear excepted. Any of the Licensee Facilities remaining on the Premises thirty (30) days following termination shall be declared abandoned by Licensee and disposed of at Licensor's discretion and Licensee's cost. All permanent alterations, installations, changes, replacements, additions or improvements that (a) have been made by Licensee to the Premises and (b) cannot be removed without material damage to the remainder of the Premises shall be deemed a part of the Premises and the same shall not be removed.

10. Destruction or Condemnation. If the whole or any part of the Property are damaged or destroyed by any casualty or condemnation and, as a result of such casualty or condemnation, the Property cannot be used by Licensee to conduct in all material respects its operations consistent with its past practices, Licensee shall notify Licensor and provide information to confirm the nature of the operational disruption to Licensee caused by such casualty or condemnation. In such event, Licensor shall have five (5) days after receipt of Licensee's notification to determine whether Licensor will repair, rebuild or restore the Property to the same condition as it was immediately prior to such casualty or condemnation. If Licensor chooses not to repair, rebuild or restore the Property and the Licensor does not provide an alternate location (whether in the same Building or on other Property, subject to Licensee's sole discretion as to the suitability of such alternate location) or if such repairs cannot be completed within 45 days after Licensor's receipt of Licensee's initial notice, either party hereto may terminate immediately without penalty by giving written notice of cancellation to the other party.

11. Insurance.

(a) The Licensee is a political subdivision in the state of Nebraska, and is self insured for general liability and worker's compensation. In that regard,

- i) the City maintains specific funds as self insurance reserves to pay legal liabilities;
- ii) the City has the general power to sue and be sued under City Charter and state law;
- iii) the City is legally authorized to pay lawful judgments and settlements; and ,
- iv) the City has the legal authority to levy taxes in amounts sufficient to pay its legal liabilities.

All policies shall be written by an insurer acceptable to Licensor, in its commercially reasonable discretion, and licensed to do business within the State where the Premises are located. Such insurance shall name Licensor as an additional insured. All policies, including any renewals thereof, must specify that such coverage shall not be cancelled or materially changed without a minimum of thirty (30) days' prior written notification to Licensor. On or before the date of its execution of this Agreement, Licensee shall provide Licensor with a certificate of insurance evidencing that such insurance is in effect. Licensee shall deliver to Licensor a renewal certificate evidencing that such insurance is in effect each year on the anniversary of the date of this Agreement and within ten (10) days of any written request for such evidence from Licensor.

(b) Licensee shall require that its contractors produce, prior to commencing any installation, repair, or maintenance work on the Premises, a certificate of original insurance policy evidencing that the following insurance is maintained:

- i) Comprehensive General Liability and Property Damage Insurance (including completed operations and contractual liability) on an occurrence basis in an amount not less than \$4,000,000 combined single limit;
- ii) Commercial Liability Insurance with minimum limits no less than \$4,000,000 combined single limit; and
- iii) Workers' Compensation (at statutory limits) and Employer's Liability Insurance with minimum limits of \$500,000.

All policies shall name Licensor as an additional insured, and all shall contain a thirty (30) day written notice of cancellation to Licensor.

12. **Waiver of Subrogation.** Licensor and Licensee release each other and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the Property or to the Licensee Facilities thereon caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Licensor and Licensee shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither Licensor nor Licensee shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by Paragraph 11.

13. **Assignment and Subleasing.** Licensee may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Property without the prior written consent of Licensor. Licensor may assign or otherwise transfer this Agreement upon written notice to Licensee, subject to the assignee or transferee assuming all of Licensor's obligations herein.

14. **Warranty of Title and Quiet Enjoyment.** Licensor warrants that: (i) Licensor has full right to make and perform this Agreement; and (ii) Licensor covenants and agrees with Licensee that upon Licensee observing and performing all the terms, covenants and conditions on Licensee's part to be observed and performed pursuant to the terms of this Agreement, Licensee may peacefully and quietly enjoy the Property.

15. **Maintenance and Repairs.**

(a) Licensee shall have the sole responsibility to perform all repairs necessary or appropriate to keep Licensee Facilities on or about the Premises or located on any appurtenant rights-of-way or access to the Property in good and tenantable condition, reasonable wear and tear, damage by fire, the elements and other casualty excepted. Damage resulting from the acts or omissions of Licensee shall be repaired by Licensee, at Licensee's sole cost and expense.

(b) If the Licensor, in its reasonable opinion, determines that any structural modifications, repair or maintenance are needed to be made to the Property or surrounding premises, Licensor shall provide Licensee with reasonable notice of such modifications, repair or maintenance should such modifications, repair or maintenance impact the operation of the Licensee Facilities. Every effort will be made by Licensor to avoid an interruption of Licensee's operations. Licensee acknowledges that an interruption of service may, due to the nature of the modification, repair or maintenance, be inevitable but will work with Licensor to limit such interruption.

16. **Miscellaneous.**

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

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

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

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

Licensee: City Of Lincoln
Radio Maintenance
2540 Fair Street
Lincoln, NE 68503

Licensor: Nextel WIP Lease Corp.
c/o Nextel Partners
4500 Carillon Point
Kirkland, WA 98033
Attn: Legal Department

Copy to: _____

Nextel Partners, Inc.
6750 Westown Parkway, Suite 115
West Des Moines, IA 50266
Attn: Project Manager

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

- (e) This Agreement shall be governed by the laws of the State in which the Property is located.
- (f) All Riders and Exhibits annexed hereto form material parts of this Agreement.
- (g) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.
- (h) Each party agrees and hereby waives, any claim for consequential or incidental damages or lost property as to the other party.
- (i) Licensor's liability hereunder shall be limited to its interest in the Property and to Licensor's insurance, and in no event shall Licensor, its affiliates, or anyone owning an interest in Licensor have any further liability hereunder.

17. Indemnity.

Licensee agrees that Licensor and its respective agents, employees, officers, directors, shareholders and partners (collectively, the "Indemnitees") shall not be liable to Licensee and Licensee hereby releases Indemnitees from any liability for any personal injury, loss of income or damage to or loss of property or persons, or loss of use of any property, including economic losses in or about the Premises from any cause whatsoever, or in connection with or arising from any 911 traffic delivered to or from the Premises, unless such damage, loss or injury results from the gross negligence or willful misconduct of the Indemnitees. Licensee agrees to assume the entire responsibility and liability for and defense of and to pay and indemnify "Indemnitees" and will hold them harmless from and against all losses, liabilities, obligations, damages, claims, causes of action, costs, charges and expenses (including reasonable attorney's fees and court costs) which the Indemnitees incur because of bodily injury to or death of any person or property damage (including the loss of use thereof) to persons arising out of (i) work performed by Licensee, its authorized personnel, agents, contractors, subcontractors; (ii) any act or omission on the part of Licensee or its authorized personnel, agents, contractors, subcontractors; or (iii) any failure by Licensee to perform or comply with the terms and conditions of this Agreement.

The duties described in this paragraph shall survive the termination of this Agreement.

18. Hazardous Substances. Licensee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Property is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Licensee agrees to defend, indemnify and hold harmless Licensor and the Indemnitees against any and all losses, liabilities, claims and/or costs (including reasonable attorney's fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. This paragraph shall survive the termination of this Agreement.

19. License Only. This Agreement creates a license only and Licensee acknowledges that Licensee does not and shall not claim at any time any interest or estate of any kind whatsoever in the Property by virtue of this Agreement or Licensee's use of the Premises pursuant hereto. In connection with the foregoing, Licensee further acknowledges that in no event shall the relationship between Licensor and Licensee be deemed to be a Landlord-Tenant relationship and in no event shall Licensee be entitled to avail itself of any rights afforded to tenants under the laws of the state where the Property is located.

[SIGNATURES APPEAR ON NEXT PAGE]

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

LICENSOR

NEXTEL WIP LEASE CORP. d/b/a Nextel Partners

By: _____

Denise J. Swerland

Title: Assistant Secretary

Date: _____

Tax ID# 51-0386891

LICENSEE

CITY OF LINCOLN, NEBRASKA

By: _____

Title: _____

Date: _____

Tax ID# _____

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated _____, 2004, by and between Nextel WIP Lease Corp., a Delaware corporation, d/b/a Nextel Partners, as Licensor, and the City of Lincoln, Nebraska, as Licensee.

The Land is described and/or depicted as follows:

LEASE AREA TRACT:

A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 12 NORTH, RANGE 6 EAST, CERESCO, LANCASTER COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 2; THENCE N88°01'39"E ON THE NORTH LINE OF SAID SECTION 2 A DISTANCE OF 861.35 FEET; THENCE S01°58'21"E A DISTANCE OF 583.59 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE S17°52'44"E A DISTANCE OF 199.14 FEET; THENCE N72°07'16"E A DISTANCE OF 40.00 FEET; THENCE S17°52'44"E A DISTANCE OF 67.32 FEET; THENCE S77°52'44"E A DISTANCE OF 197.49 FEET; THENCE S12°07'16"W A DISTANCE OF 20.00 FEET; THENCE N77°52'44"W A DISTANCE OF 185.94 FEET; THENCE S17°52'44"E A DISTANCE OF 9.59 FEET; THENCE S72°07'16"W A DISTANCE OF 100.00 FEET; THENCE N17°52'44"W A DISTANCE OF 9.59 FEET; THENCE S42°07'16"W A DISTANCE OF 185.75 FEET; THENCE N47°52'44"W A DISTANCE OF 20.00 FEET; THENCE N42°07'16"E A DISTANCE OF 197.30 FEET; THENCE N17°52'44"W A DISTANCE OF 67.32 FEET; THENCE N72°07'16"E A DISTANCE OF 40.00 FEET; THENCE N17°52'44"W A DISTANCE OF 199.14 FEET; THENCE N72°07'16"E A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. CONTAINS 21,648 SQUARE FEET OR 0.50 ACRES, MORE OR LESS.
END OF DESCRIPTION.

and otherwise known as _____

A.P.N. or P.I.N. or Real Property Tax ID#: _____

EXHIBIT B

DESCRIPTION OF PREMISES

to the Agreement dated _____, 2004, by and between Nextel WIP Lease Corp., a Delaware corporation, d/b/a Nextel Partners, as Licensor, and the City of Lincoln, Nebraska, as Licensee.

The Premises are described and/or depicted as follows:

LEASE AREA TRACT:

A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 12 NORTH, RANGE 6 EAST, CERESCO, LANCASTER COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 2; THENCE N88°01'39"E ON THE NORTH LINE OF SAID SECTION 2 A DISTANCE OF 861.35 FEET; THENCE S01°58'21"E A DISTANCE OF 583.59 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE S17°52'44"E A DISTANCE OF 199.14 FEET; THENCE N72°07'16"E A DISTANCE OF 40.00 FEET; THENCE S17°52'44"E A DISTANCE OF 67.32 FEET; THENCE S77°52'44"E A DISTANCE OF 197.49 FEET; THENCE S12°07'16"W A DISTANCE OF 20.00 FEET; THENCE N77°52'44"W A DISTANCE OF 185.94 FEET; THENCE S17°52'44"E A DISTANCE OF 9.59 FEET; THENCE S72°07'16"W A DISTANCE OF 100.00 FEET; THENCE N17°52'44"W A DISTANCE OF 9.59 FEET; THENCE S42°07'16"W A DISTANCE OF 185.75 FEET; THENCE N47°52'44"W A DISTANCE OF 20.00 FEET; THENCE N42°07'16"E A DISTANCE OF 197.30 FEET; THENCE N17°52'44"W A DISTANCE OF 67.32 FEET; THENCE N72°07'16"E A DISTANCE OF 40.00 FEET; THENCE N17°52'44"W A DISTANCE OF 199.14 FEET; THENCE N72°07'16"E A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. CONTAINS 21,648 SQUARE FEET OR 0.50 ACRES, MORE OR LESS.
END OF DESCRIPTION.

Notes:

1. This Exhibit may be replaced by a land survey of the Property once it is received by Licensee.
2. Setback of the Property from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. This Exhibit is to include any plans for routing lines, utility wires, etc. on or across the Property.

EXHIBIT C

DESCRIPTION OF LICENSEE FACILITIES

to the Agreement dated _____, 2004, by and between Nextel WIP Lease Corp., a Delaware corporation, d/b/a Nextel Partners, as Licensor, and the City of Lincoln, Nebraska, as Licensee.

Two foot by two foot by 7 foot cabinet inside shelter.