



June 11, 2013

Via electronic mail – EnglandD@monroeohio.org

City of Monroe
Attn: Deana England, Administrator
233 S. Main Street
Monroe, OH 45050

RE: Option to Lease and Lease Agreement dated October 12, 1998 by and between the Municipality of Monroe and American Tower Delaware Corporation, as a successor in interest to New Par d/b/a Airtouch Cellular (the "Lease"; Attached)

**AT&T Mobility at Lemon Twp OH; 83135; colo 531573
Telecommunications Facility at 6250-6262 Hamilton Middletown Road
Request for Consent**

Dear Deana England,

As you are aware, American Tower operates that telecommunications facility located at 6250-6262 Hamilton Middletown Road, Middletown, Ohio, on that property owned by the City of Monroe and from which the City operates its Fire Department headquarters. American Tower operates the telecommunications facility pursuant to the aforementioned Lease.

The purpose of this letter is to obtain the City's consent for AT&T Mobility, an American Tower customer, to seek governmental land use and construction permitting approvals to modify the existing telecommunications facility. Specifically, under Exhibit B to the Lease, the premises includes a 60' x 60' ground parcel upon which a telecommunications tower not to exceed 150' shall be erected. AT&T is seeking to extend the height of the telecommunications tower by 15', more or less. American Tower cannot authorize AT&T to seek necessary government approvals, however, until American Tower first obtains the City's consent on a contractual level to amend the Lease. I have attached the Lease, with Exhibit B thereto for your review.

The City's consent hereto shall not be construed by American Tower or AT&T as a land use or construction permitting approval. Rather, American Tower is confirming that if AT&T successfully obtains governmental land use and construction permitting approvals, then American Tower and the City will cooperate to amend Exhibit B to the Lease accordingly. Without the City's consent and commitment to amend the underlying lease, American Tower cannot authorize AT&T to seek governmental permitting.



AMERICAN TOWER®
CORPORATION

Please acknowledge the City's consent in the space below and contact me at (781) 926-4737 with any questions regarding this matter.

Sincerely,

Brandon Ruotolo
Attorney, US Tower Legal
American Tower

WITNESS

NAME

Title: City Manager

9-6-13
DATE

Enclosures: Lease



AMERICAN TOWER®
CORPORATION

Lease

003/3524-12-10

OPTION TO LEASE
AND LEASE AGREEMENT

THIS LEASE AGREEMENT is made the 12th day of October, 1998, by and between MUNICIPALITY OF MONROE, an Ohio municipal corporation, having an address at 233 S. Main Street, Monroe, OH 45050 (hereinafter referred to as "Landlord"), and NEW PAR, a Delaware partnership, dba AirTouch Cellular, having an address at c/o AirTouch Cellular, Network Services, Real Estate, 5175 Emerald Parkway, Dublin, OH 43017 (hereinafter referred to as "Tenant").

WHEREAS, Landlord is the fee simple owner of a certain parcel of real property located in the City of Monroe, County of Butler, State of Ohio, as more particularly described on Exhibit A attached hereto and made a part hereof (hereinafter said parcel being referred to as the "Premises"); and

WHEREAS, Tenant is involved in cellular mobile communications, regulated by the Federal Communications Commission ("FCC") and desires to lease from Landlord a portion of the Premises as more particularly described on Exhibits B and B-1 attached hereto and made a part hereof (hereinafter referred to as the "Demised Premises") and desires further to receive from Landlord certain rights of way and easements on, over, and/or under a portion of the Premises, all for the purpose of installing and constructing transmission and receiving and related facilities as more particularly set forth herein and described on Exhibit C attached hereto and made a part hereof (hereinafter referred to as "Tenant's Facility").

NOW, THEREFORE, in consideration of the premises and the mutual promises and benefits contained herein, the parties hereto hereby agree as follows:

1. PREMISES AND TITLE. (a) Landlord hereby leases the Demised Premises to Tenant. Landlord represents and warrants to Tenant that (i) as of the date hereof, Landlord holds good and marketable fee simple title to the Premises; (ii) as of the date hereof, Landlord has full authority and power to enter into this Lease; and (iii) Tenant shall, at all times during the continuance hereof, have quiet, continuous, peaceable and undisturbed possession and enjoyment of the Demised Premises and rights-of-way and easements granted herein or to be granted pursuant hereto, free from the claims of Landlord and all persons claiming under, by or through Landlord, and free from the claims of all persons through or under whom Landlord claims, subject to the terms and conditions of this Lease.

(b) Landlord does hereby represent and warrant to Tenant that Landlord shall not subsequently lease or use any other areas of the Premises for placement of communications facilities if, in Tenant's judgment, such other placement or actual operations of said communication facilities would interfere with transmissions to or from Tenant's Facility; provided, however, if Landlord believes there is no such interference, the question of whether the other communications facilities interfere with transmissions to or from Tenant's Facility (and would therefore not be permitted under this paragraph 1(b)) shall be determined by a third party mutually agreed upon by Landlord and Tenant.

(c) If, on the date hereof or prior to the Effective Date of this Lease (as hereinafter defined), there exists a mortgage lien(s) on the Premises, Landlord shall use Landlord's best efforts to obtain from such mortgagee(s) and deliver to Tenant a "Consent, Attornment, and Non-Disturbance" letter in

substantially the form marked Exhibit A-1 attached hereto and made a part hereof, which letter must be acceptable to counsel for Tenant.

(d) Tenant shall order a Commitment for Leasehold Title Insurance with respect to the Premises. If said Commitment discloses any liens, defects of and/or encumbrances on title ("defects") which are not acceptable to counsel for Tenant, Tenant shall notify Landlord of said defects and Landlord shall have thirty (30) days from the date of Tenant's notice to correct the defect(s). If Landlord does not elect to correct said defect(s), Tenant may, at its sole option, reject or accept said defects, by giving written notice to Landlord of its election. Once Tenant has accepted the Commitment regarding the condition of title to the Premises, Landlord shall not, prior to the Effective Date hereof, (as hereinafter defined), further restrict or encumber the Premises or create any additional exceptions to title without first obtaining Tenant's prior written consent thereto, which consent shall not be unreasonably withheld by Tenant.

(e) Landlord hereby warrants and represents to Tenant the following, which shall be true and correct at all times hereafter, as well as on the date hereof, and for which liability for breach shall survive this Lease:

(i) To the best of Landlord's knowledge, information and belief, after performing due diligence, the Premises and/or the Demised Premises, in its current state, conform with all laws, ordinances, statutes or regulations of any governmental agency, or any applicable private restriction. No notice of the violation of any of said laws, ordinances, statutes, regulations or restrictions has been received by Landlord.

(ii) To the best of Landlord's knowledge, information and belief, after performing independent inquiry and due diligence, the Premises and/or Demised Premises does not contain any underground storage tanks and has not been used for the storage, deposit, dumping, reclamation or disposal of any toxic, contaminating and/or hazardous materials, wastes and/or substances as defined in all applicable federal, state and local laws, regulations, administrative rulings, judicial determinations, decisions or determinations of any judicial, legislative or executive body of any governmental or quasi-governmental entity, orders, ordinances and the like, pertaining to the protection of the environment, including, but not limited to, the laws regulating the handling and disposal of waste materials (herein collectively referred to as the "Relevant Environmental Laws"). During Landlord's ownership of the Premises and/or Demised Premises, neither Landlord nor any agent or party acting at the direction or with the consent of Landlord has treated, stored or disposed on or from the Premises and/or Demised Premises any hazardous wastes and/or substances as defined in the Relevant Environmental Laws, including, but not limited to, Section 101(14) of the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"). Furthermore, neither Landlord, nor any agent or party acting at the direction or with the consent of Landlord, has committed any acts or omissions which could cause or contribute to the release, or threatened release of any toxic, contaminating, and/or hazardous wastes and/or substances.

(f) Provided Tenant is not in default of the Lease as herein provided, Tenant shall have the right, during the term hereof, to grant a mortgage lien or a security interest in its leasehold estate created hereby, all improvements constructed thereon, and any goods and personal property of every type and description owned by Tenant and installed or kept on the Demised Premises. Landlord hereby consents

to any such mortgage lien or security interest and disclaims any interest of any kind in any fixtures and equipment installed or kept in the Demised Premises. Landlord agrees that Landlord will, within ten (10) days after receiving any written request from Tenant, confirm the foregoing consent and disclaimer in writing. Provided, however, that Landlord's fee title is not nor shall be subordinated to any mortgage or security interest given by Tenant.

2. TERM. (a) The terms and conditions of this Lease shall become effective ("Effective Date") on (i) the date Tenant sends written notice, if any, to Landlord that the conditions set forth hereinbelow in paragraph 17(d) have been met to Tenant's sole satisfaction, and (ii) Tenant has paid to Landlord all of the rental due and owing as of the Effective Date pursuant to paragraph 4 hereinbelow. The Initial Term of this Lease shall commence on the first day of the calendar month next following the Effective Date (hereinafter referred to as the "Commencement Date") and shall end at midnight on the last day of the month preceding the month in which the fifth (5th) annual anniversary of the Commencement Date shall have occurred. At the time the Effective Date and the Commencement Date are established, the parties hereto will enter into a Supplemental Letter Agreement stipulating both the Effective Date of this Lease and the Commencement Date of the Term of this Lease as provided herein.

(b) Tenant shall have the option of renewing this Lease for five (5) consecutive separate Renewal Terms of five (5) years each. Tenant may provide Landlord with written notice at least three (3) months prior to the expiration of the term then in effect that Tenant is not exercising the option for the next Renewal Term, in which case this Lease shall terminate upon the expiration of the term then in effect. If Tenant does not provide Landlord with such notice, the option for the next Renewal Term shall be deemed automatically to have been exercised by Tenant. The Initial Term and each Renewal Term which is exercised by Tenant are referred to herein as the "Term".

(c) Notwithstanding anything to the contrary contained in this Lease, Tenant shall have the option of terminating this Lease at any time after the Initial Term by giving Landlord written notice of such termination at least twelve (12) months prior to the effective date of such termination. In the event Tenant terminates the Term under this paragraph, any rent due Landlord prior to the date the notice of termination is given to Landlord shall not be prorated as of the date of termination but shall be retained by Landlord, and any rent due Landlord after notice of termination is given to Landlord shall be prorated through the effective date of termination. Tenant shall not be obligated to make any further rent payments for periods after the effective date of the termination.

(d) Landlord agrees to execute documents, if necessary, and to cooperate with Tenant in obtaining all licenses, zoning approvals, and permits as may be necessary or required for the operation and construction of Tenant's Facility.

3. CONSTRUCTION AND USE. (a) Promptly after the Effective Date, Tenant shall have the right to construct Tenant's Facility in accordance with applicable governmental laws and regulations, and free of any liens or claims for work, labor and services. Landlord shall not have any obligation to construct or maintain, repair or replace Tenant's Facility or any part thereof. Tenant shall use the Facility only in connection with a cellular radio and mobile telephone communication station and any other communications related activities.

(b) Landlord shall have the right to use the radio communication tower (the "Tower") to be installed by Tenant for its fire department and police department communication equipment and

facilities (collectively, "Landlord's Facility"), subject to approval by Tenant's engineers of the frequencies to be used, under the following terms and conditions:

(i) Landlord shall be responsible for obtaining all utilities required for Landlord's Facility.

(ii) Landlord shall not install any portion of the Landlord's Facility without first submitting plans and specifications to Tenant and obtaining Tenant's written approval for such installation. Landlord's Facility shall not deviate from the plans and specifications approved by Tenant, and no improvements, alterations or additions to Landlord's Facility shall be permitted without Tenant's prior written consent.

(iii) Landlord's Facility on the Tower will be located on hardware and brackets.

(iv) All electric equipment installed by Landlord will be adequately grounded to Tenant's satisfaction.

(v) Landlord and Tenant each agree to participate in any tests or other procedures reasonably requested by the other to determine whether the presence or operation of Landlord's Facility, Tenant's Facility, or any subtenant's equipment is causing interference with Landlord's Facility, Tenant's Facility, or any subtenant's equipment.

(vi) In the event that the placement or operation of any of Landlord's Facility interferes with Tenant's use or operation of the Tower or any other portion of Tenant's Facility, Landlord agrees to immediately resolve said problem and eliminate such interference, at Landlord's sole cost and expense, to the satisfaction of Tenant, or to immediately remove or cause the removal of Landlord's Facility, at Landlord's sole cost and expense, from Tenant's Facility.

(vii) Tenant shall receive twenty-four (24) hours prior written notification from Landlord of any work contemplated to be performed in connection with Landlord's Facility, except in the case of an emergency. Any such work shall be subject to the prior approval of Tenant, except in case of emergency in which case Tenant shall be promptly notified of such work and shall either approve such work or request or make any necessary modifications to such work as soon thereafter as reasonably possible. Only trained and fully insured personnel shall be allowed to perform any work on behalf of Landlord in connection with Landlord's Facility. Landlord and its agents, licensees, employees, and contractors shall strictly adhere to the guidelines on third party installs set forth in Exhibit D attached hereto and made a part hereof, as such guidelines may be amended by Tenant from time to time, provided that any such amendment shall not unreasonably interfere with Landlord's use of the Tower under this paragraph 3.

(viii) Landlord and its agents, licensees, employees, and contractors shall enter into, occupy, operate, and use the Demised Premises at their sole expense and risk and shall maintain Landlord's Facility in good condition and repair. Landlord shall at all times during the Term comply with applicable governmental laws and regulations in its use and occupancy of the Demised Premises under this paragraph. Landlord shall not use or occupy the Demised Premises in any manner which may violate the certificate of occupancy, if any, affecting Tenant's Facility

and/or the Demised Premises, or which may cause structural injury to the Tower or any other portion of Tenant's Facility. Landlord shall not permit any mechanic's or materialman liens to arise as a result of the installation or operation of Landlord's Facility.

(ix) During the Term, Landlord shall be responsible for insurance as to Landlord's Facility and shall carry adequate comprehensive public liability insurance with limits of not less than \$2000,000.00 combined single limit for personal injury and property damage, which coverage may include umbrella as well as primary coverage. Landlord will name Tenant as an additional insured and shall provide Tenant, on the Commencement Date of this Lease, with copies of the policies or certificates evidencing that such insurance is in full force and effect.

(x) Landlord and Tenant, throughout the Term, shall respectively promptly comply, or cause compliance, with all laws and ordinances, orders, rules, regulations and requirements of all federal, state, county and municipal governments (including without limitation the FCC), and appropriate departments, commissions, boards and officers thereof, which may be applicable to Landlord's Facility and Tenant's Facility.

(xi) Upon expiration or termination of this Lease for any reason whatsoever or upon Landlord's ceasing to use Landlord's Facility, Landlord shall remove all of its property, including but not limited to Landlord's Facility, from Tenant's Facility and from any other portion of the Demised Premises and repair any damage to Tenant's Facility arising from the installation, use, or removal of Landlord's Facility.

c. Neither Tenant nor its contractors or agents shall treat, store, or dispose on or from the Demised Premises any hazardous waste or hazardous substance in violation of Relevant Environmental Laws. Neither Tenant nor its contractors or agents shall release into the Premises any hazardous waste or hazardous substance brought onto the Premises by Tenant or its contractors or agents, and Tenant shall be responsible for cleaning up any release into the Premises by Tenant or its contractors or agents of any hazardous waste or hazardous substance brought onto the Premises by Tenant or its contractors or agents.

4. RENTAL. (a) [REDACTED]

(i) [REDACTED] shall be paid by Tenant to Landlord [REDACTED] the execution of this Lease, [REDACTED] [REDACTED] This payment shall be [REDACTED].

(ii) [REDACTED] shall be paid by Tenant to Landlord [REDACTED]

[REDACTED] (\$10,000.00) [REDACTED] [REDACTED]

[REDACTED] (\$12,000.00) [REDACTED] [REDACTED] of the Commencement Date [REDACTED]

(b) [REDACTED]

(c) [REDACTED]

(d) [REDACTED]

(e) [REDACTED]

(f) [REDACTED]

5. INSURANCE AND TAXES. (a) During the term hereof, Tenant shall be responsible for insurance as to Tenant's Facility and shall carry adequate comprehensive public liability insurance with limits of not less than \$2,000,000.00 combined single limit for personal injury and property damage, which coverage may include umbrella as well as primary coverage. Tenant will name Landlord as an additional insured and shall provide Landlord, on the Commencement Date of this Lease, with copies of the policies or certificates evidencing that such insurance is in full force and effect. Tenant will indemnify Landlord against claims for injuries and death sustained by persons or damage to property arising out of Tenant's use and occupancy of the Demised Premises, excepting therefrom those which are due to or arise out of Landlord's negligence, acts and/or omission.

(b) Landlord will indemnify Tenant, its employees, contractors, agents, guests, partners, officers, shareholders and invitees against claims for injury and death sustained by persons or damage to property arising out of Landlord's use and occupancy of the Premises excepting therefrom those which are due to or arise out of Tenant's negligence, acts and/or omission. Landlord shall maintain all risk property, as well as, general liability insurance on the Premises.

(c) During the term hereof, Tenant shall be responsible for any increase in real estate taxes and assessments, both general and special, levied against the Premises, solely due to the construction of Tenant's Facility upon the Demised Premises.

6. ASSIGNMENT AND SUBLEASE. Tenant shall have the right to assign this Lease and/or sublet all or any portion of the Demised Premises without obtaining the prior consent of Landlord. Notwithstanding anything contained herein to the contrary, Tenant shall have the further right to assign and/or transfer this Lease and to sublet all or any portion of the Demised Premises to a parent entity, if any, or any of its partners, constituent partners, subsidiaries, affiliates, or related entities, or to a successor entity in the event of merger, consolidation, transfer, sale, stock purchase or public offering. Such assignment, sublease and/or transfer of the Lease and/or Demised Premises shall not constitute an unauthorized assignment, sublease or transfer of this Lease and/or Demised Premises and shall not require the consent of Landlord.

7. DEFAULT. If Tenant shall fail to perform any agreements or conditions contained herein, and such failure shall not be corrected within thirty (30) days after Tenant shall have received written notice from Landlord of such failure (or such longer period as may be required to correct such failure, if within said thirty (30) days, Tenant shall commence to correct the same and thereafter diligently pursue the correction thereof), Tenant shall be in default hereunder. Upon the occurrence of any such event of default, Landlord shall have all rights permitted by law.

8. EMINENT DOMAIN. In the event the Premises, Demised Premises, or any part thereof, shall be taken or condemned permanently or temporarily for any public or quasi-public use or purpose by any competent authority in appropriation proceedings or by any right of eminent domain, the compensation award for the fee and the leasehold shall belong to and be the property of Landlord. Tenant shall, however, be entitled to file a separate action and shall have the right to claim therein compensation as may be separately awarded or allocated for Tenant's Facility and/or by reason of the cost or loss suffered by Tenant's business, the cost of and/or loss suffered by removing Tenant's fixtures, leasehold improvements, Facility and equipment.

9. HOLDING OVER. In the event Tenant occupies the Demised Premises after the last day of the term, a month-to-month tenancy shall be created.

10. UTILITIES. Landlord shall cooperate with Tenant to ensure that all utilities are made available to the Demised Premises necessary to allow Tenant to fully operate its business to be conducted thereon, but Tenant shall be solely responsible for making its utility arrangements and for the cost of obtaining said utilities.

11. RECORDING. This Lease and/or a memorandum thereof may be recorded by Tenant. Landlord does hereby grant and convey to Tenant a non-exclusive easement on, over and/or under the Premises in order for Tenant to install, construct, lay, maintain, operate and repair any and all utilities deemed necessary by Tenant, and for vehicular and pedestrian ingress and egress to and from the Demised Premises, and vehicular and pedestrian ingress and egress to and from the Demised Premises for the construction, repair and maintenance of Tenant's Facility and any and all utilities supplying Tenant's Facility located on the Demised Premises. Landlord further agrees to grant Tenant and/or the utility companies providing service to Tenant's Facility, separate recordable non-exclusive easements, if necessary, on, over, and/or under the Premises in order to provide the Demised Premises with utilities and/or ingress and egress.

12. SURRENDER AT END OF TERM. Tenant will peaceably and quietly surrender to Landlord all of the Demised Premises, in good condition, reasonable wear and tear, acts of God, and

other causes beyond the control of Tenant excepted, subject to the terms hereof. Upon termination of this Lease, Tenant shall remove Tenant's tower, Tenant's base station building, all other above-ground equipment, personal property, or trade fixtures installed by Tenant, and the top three (3) feet of its concrete foundations. Tenant shall also fill the foundation areas to grade and seed said areas. Tenant shall not be obligated to sod the areas, nor shall Tenant be obligated to remove the balance of its foundation.

13. TITLE TO IMPROVEMENTS. Title to Tenant's Facility, as well as all fixtures and chattels used in connection therewith, shall be and shall remain the property of Tenant and the exclusive ownership by Tenant is herein acknowledged by Landlord.

14. TERMINATION. Tenant shall have the right to terminate this Lease at any time without any penalty or further liability whatsoever in the event the location of Tenant's Facility becomes unacceptable to Tenant, in Tenant's sole opinion, for receiving and/or transmitting radio waves in accordance with Tenant's engineering and other requirements and/or in the event Tenant's Facility becomes unacceptable in accordance with the standards, requirements and conditions then demanded by the FCC or other state, federal, or local regulatory authority. In such event, Tenant shall have no claims for refund of any rent paid to Landlord through said date of expiration or termination.

15. BROKERS. Landlord and Tenant hereby respectively warrant and represent to and with each other that there are no real estate brokers involved in this transaction and that any fee or commission claimed as a result of this transaction shall be the sole obligation of said party claimed against.

16. NOTICES. All notices required under this Lease to be served upon either party shall be sent by registered or certified mail, return receipt requested, and shall be deemed served when received by the party for whom it is intended at its address hereinabove set forth (in the case of notice to Tenant, a copy of all notices must be forwarded to AirTouch Cellular, Legal Department, Contracts Administration, 5175 Emerald Parkway, Dublin, OH 43017), or to such other address as Landlord or Tenant shall hereafter give notice to the other in writing. Notwithstanding anything to the contrary contained herein, any notice given hereunder which is either returned or unclaimed shall be deemed served when deposited in the United States mail, properly stamped and addressed to the other party for whom it is intended.

17. MISCELLANEOUS PROVISIONS. (a) This instrument contains the entire agreement between the parties hereto, and that the execution thereof has not been induced by either party by any representations, promises or undertakings not expressed herein. No modification hereof may be made except in writing signed by both parties hereto.

(b) The terms, covenants and conditions hereof shall be binding upon and inure to the benefit of and be enforceable by the parties hereto, and their respective heirs, successors, assigns, and personal representatives.

(c) This Lease shall be construed under the laws of the State of Ohio.

(d) This Lease and Tenant's obligation hereunder are subject to and contingent upon the following conditions which must be satisfied as set forth herein within twelve (12) months from the date of this Lease Agreement:

(i) Tenant and/or Landlord obtaining all governmental approvals necessary, in Tenant's sole opinion, to allow Tenant to develop the Demised Premises as intended by Tenant. Landlord agrees to cooperate with Tenant in any and all legal, equitable and/or administrative hearings, actions or other proceedings in connection with obtaining said governmental approvals.

(ii) A determination, in Tenant's sole opinion, that the Premises and/or Demised Premises are satisfactory for Tenant's intended use. Landlord hereby grants to Tenant, its agents, contractors, employees and/or licensees, the right to enter the Premises and Demised Premises for the purpose of conducting engineering tests, soil test borings, preparing a survey, environmental assessment and subsurface investigation report, and an inspection of utility services, as well as such other tests as Tenant, in its sole discretion, shall determine to make on or about the Premises and Demised Premises.

(iii) The Demised Premises being acceptable to Tenant, in its sole opinion, for purposes of receiving and transmitting radio waves in accordance with Tenant's engineering and other requirements.

(iv) Tenant obtaining all necessary Licenses and permits enabling Tenant to construct Tenant's Facility and operate Tenant's intended business.

(v) Tenant receiving from Landlord, if necessary, the easement(s) referred to in Paragraph 11 hereinabove, which easement(s) must be acceptable to counsel for Tenant.

(vi) Tenant receiving a Policy for Leasehold Title Insurance solely acceptable to counsel for Tenant.

(vii) Tenant receiving Exhibit A-1, if applicable, in form and substance solely acceptable to counsel for Tenant.

(viii) Landlord and Tenant mutually agreeing to the location of the Demised Premises. Tenant shall have a survey of the Demised Premises prepared, at its sole cost and expense, and upon completion thereof, the legal description shall be attached hereto as Exhibit B-1."

(ix) Tenant and the Title Company issuing the Policy of Title Insurance receiving a resolution certifying that Landlord is authorized, as aforesaid, and that the officials executing this Lease on behalf of Landlord are authorized on behalf of said corporation.

Tenant may extend the twelve (12) month period for an additional twelve (12) months by paying Landlord an additional Two Thousand Dollars (\$2,000.00) during the first twelve (12) month period, which shall be nonrefundable and which shall not be applied or credited to the rent owed Landlord under this Lease. In the event said conditions/contingencies are not met to Tenant's sole satisfaction within said period, this Lease Agreement shall immediately terminate and be of no further force and effect as between the parties hereto, unless said date is extended by the mutual agreement of the parties hereto.

(e) Landlord understands that monetary damages are not sufficient in the event of breach of Landlord's obligation to lease the Demised Premises to Tenant and, therefore, failure to perform by Landlord herein shall entitle Tenant to specific performance to enforce the validity of this Lease on behalf of Tenant.

IN WITNESS WHEREOF, the parties hereunto set their hands the day and year first above written.

Signed and acknowledged
in the presence of:

LANDLORD

MUNICIPALITY OF MONROE, an Ohio
municipal corporation

Rennie Blevins
Witness (as to both)
Print Name RENIE BLEVINS

By: Jay T. Stewart
Its: ASSISTANT CITY MANAGER

Eugenia L. Hugar
Witness (as to both)
Print Name EUGENIA L. HUGAR

By: _____
Its: _____

Federal Tax ID No. _____

TENANT

NEW PAR, a Delaware partnership,
dba AirTouch Cellular

Lisa Weisheimer
Witness #1
Print Name LISA WEISHEIMER

By: [Signature]
Its: Dir - Eng/ops

Hannah J. Van Orden
Witness #2
Print Name HANNAH J. VAN ORDEN

STATE OF Ohio,
COUNTY OF Butler, SS:

BEFORE ME, a Notary Public in and for said county and state, personally appeared Jay Stewart, _____, and _____, of MUNICIPALITY OF MONROE, an Ohio municipal corporation, the corporation which executed the foregoing instrument, who acknowledged that they did sign the foregoing instrument for and on behalf of said corporation, being thereunto duly authorized, and that the same is their free act and deed individually and as such officials and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Monroe, Ohio, this 28 day of October, 1998.

Donna Oakley
NOTARY PUBLIC
DONNA OAKLEY
Notary Public, State of Ohio
My Commission Expires April 20, 1999

(Seal) My commission expires _____

STATE OF Ohio,
COUNTY OF Franklin, SS:

BEFORE ME, a Notary Public in and for said county and state, personally appeared Tim Flanagan Director of NEW PAR, a Delaware partnership, dba AirTouch Cellular, the partnership which executed the foregoing instrument, who acknowledged that he did sign the foregoing instrument for and on behalf of said partnership, being thereunto duly authorized, and that the same is his free act and deed individually and the free act and deed of said partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Dublin, Ohio, this 22 day of October, 1998.

Lisa K. Weisheimer
NOTARY PUBLIC



LISA K. WEISHEIMER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES DEC. 6, 1999

This instrument prepared by
Craig A. Haddox, Esq.
Bricker & Eckler LLP
100 South Third Street
Columbus, Ohio 43215

EXHIBIT A

LANDLORD'S PREMISES

Certain real property located in the City of Monroe, County of Butler and State of Ohio, said real property being owned by Landlord through Deed recorded in Volume 5085, Page 519, Butler County, Ohio Records, said real property being more fully described as follows:

Beginning at a point in the center of the Middletown and Hamilton Turnpike, witness a notch in the brick paving, said beginning point being at the intersection of the line between the lands of E. and S.K. Hughes, and lands conveyed by Minnie Smith to W.D. Oglesby; thence South 85° 5' East 1959.8 feet to a stone; thence North 4° 51' East 297.56 feet; thence North 85° 5' West 1960.49 feet to the center of the Middletown and Hamilton Turnpike; thence South 4° 51' West along the center of said turnpike, 297.56 feet to the place of beginning, containing 13.385 acres of land.

Reserving and excepting therefrom a certain tract of land heretofore conveyed by John H. Lummis, et al., to the State of Ohio, by deed dated July 10, 1930 and recorded in Volume 296, page 253 of the Deed Records of Butler County, Ohio, containing .321 acres of land more or less to which reference is hereby made and .416 acres conveyed to the State of Ohio as recorded in Deed Book 618, page 207 of the Deed Records of Butler County, Ohio, for widening of highway.

Being now known as lot 2186 on the list of lots for the City of Monroe, Butler County, Ohio.

EXHIBIT A-1
CONSENT AND NON-DISTURBANCE AGREEMENT

RE: Option to Lease and Lease Agreement dated _____, 1998 ("Lease") and Non-Exclusive Easement Agreement dated _____, 1998, ("Easement"), by and between MUNICIPALITY OF MONROE, (Landlord) and (Grantor), and NEW PAR, a Delaware partnership, dba AirTouch Cellular, (Tenant) and (Grantee).

Location: City of Monroe, County of Butler, State of Ohio, as more fully described in Exhibit A (Demised Premises) and Exhibit B (Easement Area) attached hereto and made a part hereof.

Dear New Par:

With reference to your Lease and Easement at the above-captioned location, and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, _____ (the "Mortgagee"), as Mortgagee of the above-described premises by Mortgage dated _____, 19__, recorded _____, 19__, in Mortgage Record Volume _____, Page _____, of the Butler County, Ohio Records, does hereby consent to said Lease and Easement and does hereby agree that in the event of a default under the Mortgage, your rights under your Lease and Easement will not be affected or disturbed; Mortgagee does hereby further agree that in the event the Mortgage is terminated by reason of foreclosure proceedings, sale, or for any other reason whatsoever, and Mortgagee succeeds to the interest of Municipality of Monroe in and to the above-described premises presently encumbered by the Lease and Easement, Mortgagee shall be bound to New Par under all of the terms and conditions of the Lease and Easement, and Mortgagee hereby attorns to New Par, as its landlord and grantor under the Lease and Easement, such attornment to be effective and self-operative without the execution of any further instruments on the part of either Mortgagee or New Par immediately when Mortgagee succeeds to the interest of Municipality of Monroe, in and to the above-described premises and as Landlord and/or Grantor under the Lease and Easement.

In the event that the Mortgage shall be terminated by reason of foreclosure proceedings, sale, or for any other reason whatsoever, and Mortgagee succeeds to the interest of Municipality of Monroe in and to the above described premises presently encumbered by the Lease and Easement, Mortgagee agrees that if and so long as New Par is not in default beyond applicable cure periods set forth in the Lease and/or Easement, if any, under the terms and conditions of the Lease and Easement to be performed by Tenant and Grantee thereunder, (a) Mortgagee will not disturb New Par in its use, occupancy, and enjoyment of the above-captioned premises as Tenant under the Lease, and will not disturb New Par in its use, occupancy, and enjoyment of the above-captioned premises, as Grantee under the Easement; and (b) Mortgagee shall be the landlord under the Lease and grantor under the Easement and shall perform the duties of Landlord and Grantor respectively under the Lease and Easement. Mortgagee does hereby expressly agree that any and all payments due under said Lease may be made directly from Tenant to Landlord unless the undersigned succeeds to the position of your landlord, in which event, Tenant shall then be required to make all rental and other payments to Mortgagee as required under said Lease.

In the event of a sale of the above-captioned location in foreclosure or otherwise, said real property will be sold subject to your Lease and Easement.

The terms and conditions of this Consent, Attornment, and Non-Disturbance Agreement shall be binding upon and inure to the benefit of Mortgagee, its legal representatives, successors and assigns, and shall inure to the benefit of New Par, its legal representatives, successors and assigns.

Very truly yours,

IN THE PRESENCE OF:

Rennie Blevins
Witness as to both
Print Name Rennie Blevins

By: Jay T. Stewart
Its: ASSISTANT City MANAGER

Eugenia L. Hugar
Witness as to both
Print Name Eugenia L. Hugar

By: _____
Its: _____
"Mortgagee"

STATE OF _____
COUNTY OF _____, SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared Jay T. Stewart, _____, and _____, of _____, the _____ which executed the foregoing instrument, who acknowledged that they did sign the foregoing instrument for and on behalf of said Municipality of Monroe and that the same is their free act and deed individually, and as such officials, and the free act and deed of Jay T. Stewart.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Monroe, Ohio, this 28th day of October, 1998

Sue R. Henson
NOTARY PUBLIC

(Seal) My commission expires SUE R. HENSON
Notary Public, State of Ohio
My Commission Expires Aug. 24, 1999

This instrument prepared by Craig A. Haddox, Bricker & Eckler LLP, 100 South Third Street, Columbus, Ohio 43215

EXHIBIT B

DEMISED PREMISES

A parcel of land approximately 60' x 60', said parcel to be described on Exhibit B-1 attached hereto and made a part hereof, and sufficient for the erection, use, maintenance, and replacement of a radio communication tower not to exceed a height of one hundred fifty feet (150') above ground elevation at said location (exclusive of antennae), and a one-story base station building of approximately 200-700 square feet adjacent thereto to be constructed by Tenant as described in Exhibit C (the "Tenant's Facility"), together with an Easement and right of way over, under, and/or upon the Premises for utilities, access, ingress and egress to the Demised Premises for the purpose of erecting Tenant's Facility and for the operation, maintenance, repair and replacement thereof.

EXHIBIT B-1

DEMISED PREMISES

DESCRIPTION OF A 0.181 ACRE LEASE SITE
FROM LANDS OWNED BY THE MUNICIPALITY OF MONROE
LEMON TOWNSHIP
BUTLER COUNTY, OHIO

This is a description for Airtouch Cellular of an area to be Leased from the lands of the Municipality of Monroe (the Grantor), said lands being of record in Official Record Volume 5085, Page 520 (all references to records being on file in the Office of the Recorder, Butler County, Ohio)

Situate in Section 36, Town 3, Range 3, Between the Miami Rivers, in Lemon Township, Butler County, Ohio and being a 0.181 acre tract of land all out of a 12.648 acre tract of land owned by the Municipality of Monroe, of record in Official Record Volume 5085, Page 520, said 0.181 acre tract of land to be leased being further described as follows;

Beginning for reference at an iron pin found at the southwesterly corner of grantors 12.648 acre tract, being in the easterly Right-of-Way of Hamilton-Middletown Road, said iron pin found being referenced by a 6" iron post filled with concrete at the southeasterly corner of Grantors said 12.648 acre tract, at a distance of 1849.60 feet; Thence South 84°51'22" East, along the southerly line of Grantors said 12.648 acre tract, a distance of 563.14 feet to an iron pin set, said iron pin set being the southwesterly corner of the Lease Area and the True Place of Beginning for the herein describe 0.181 acre tract of land;

Thence North 5°08'38" East, a distance of 105.00 feet to an iron pin set at the northwesterly corner of the Lease Area;

Thence South 84°51'22" East, a distance of 75.00 feet to an iron pin set at the northeasterly corner of the Lease Area;

Thence South 5°08'38" West, a distance of 105.00 feet to an iron pin set at the southeasterly corner of the Lease Area, being in the southerly line of Grantors said 12.648 acre tract;

EXHIBIT B-1

DEMISED PREMISES

Thence North 84°51'22" West, along the southerly line of Grantors said 12.648 acre tract, a distance of 75.00 feet to the iron pin at the True Place of Beginning and containing 0.181 acre of land (7,875 square feet).

For the purpose of this description a bearing of South 84°51'22" East was used on the southerly line of grantors 12.648 acre tract of land, as described in Official Record Volume 5085, Page 520, Said bearing being determined by GPS observations, and based on the North American Datum of 1983, from monumentation and data provided by the National Geodetic Survey.



HOCKADEN AND ASSOCIATES, INC.
CONSULTING ENGINEERS AND SURVEYORS

John W. Evers 5-8-98
John W. Evers P.S. 7869