

# SITE AGREEMENT

Site Name: **Monroe Cemetery Water Tank**

Sprint PCS Site ID #: **CI54XC828A**

**1. Premises and Use.** Owner leases to **SprintCom, Inc., a Kansas Corporation** ("Sprint PCS"), the site described below [**Check all appropriate boxes**]:

- Land consisting of approximately 500 square feet upon which Sprint PCS will construct its
- base station equipment and  antenna support structure;
- Building interior space consisting of approximately \_\_\_\_\_ square feet for placement of base station equipment;
- Building exterior space consisting of approximately \_\_\_\_\_ square feet for placement of base station equipment;
- Building exterior space for attachment of antennas;
- Tower space between the \_\_\_\_ foot and \_\_\_\_ foot level on the tower for attachment of antennas;

as well as space required for cable runs to connect its equipment and antennas in the location(s) shown on **Exhibit A**, attached hereto, together with non-exclusive easements for reasonable access thereto, for placement of an underground grounding system, and for access to the appropriate source of electric and telephone facilities.. The Site will be used by Sprint PCS for the purpose of installing, removing, replacing, maintaining and operating, at its expense, communications service facilities, including, without limitation, antenna and base station equipment, cable, wiring, back-up power sources, related fixtures and, if applicable to the Site, an antenna support structure (the "Facilities"). Sprint PCS will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants, if any. Sprint PCS will have unrestricted access to the Site 24 hours per day, 7 days per week only upon notice served via telephone to the Monroe Public Works Director (513-464-0557) during normal business hours and notice to the Monroe Police Dispatch (513-539-9234) during all other times.

**2. Term.** The term of this Agreement (the "Initial Term") is 5 years, commencing on the date that both Owner and Sprint PCS have executed this Agreement ("Lease Commencement Date"). This Agreement will be automatically renewed for 4 additional terms of 5 years each (each a "Renewal Term"), unless Sprint PCS provides Owner with notice of its intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term.

**3. Rent.** Until the date which is 30 days after physical construction begins, rent will be \$16,000.00 broken up into two payments of \$5,000.00 with the first payment occurring upon execution of the lease agreement by both the City of Monroe and Sprint PCS, and the second payment at the start of construction of the site or sixty days after the granting of the Special Use Permit for the Site, whichever occurs first, the receipt of which Owner acknowledges. Thereafter, starting the first day of the following month, rent will be paid in equal monthly payments of \$1,750.00 (One Thousand Seven Hundred and Fifty Dollars) (until increased as set forth herein), partial months to be prorated, in advance. Rent shall increase by an amount of four percent (4%) annually on the anniversary date lease executed by Sprint PCS.

**4. Title and Quiet Possession.** Owner represents and agrees(a) That it is the Owner of the Property; (b) it has the right to enter into this Agreement; (c) the person signing this Agreement has the authority to sign; (d) that Sprint PCS is entitled to access the Site at all times as provided for in Paragraph 1 herein, if PCS equipment is placed in the fluted column water tank then access to fluted column water tank shall occur through use of Lockbox. Sprint PCS shall have quiet possession of the site throughout the initial term and each renewal Term so long as Sprint PCS is not in default beyond the expiration of any cure period; and (e) that Owner will not have

unsupervised access to the Site or to the Site or to the PCS Equipment.

**5. Assignment/Subletting.** Sprint PCS will not assign or transfer this agreement or sublet all or any portion of the site without the prior written consent of Owner, which consent will not be unreasonably withheld, delayed or conditioned; provided, however, Sprint PCS shall have the right to sublease or assign its rights under this agreement to any of its subsidiaries, affiliates or successors legal entities, to any entity acquiring substantially all of the assets of Sprint PCS or to any subsidiary or affiliate of Sprint Corporation, without notice to or consent of Owner.

**6. Notices.** All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery. Notices to Sprint PCS are to be sent to: Sprint National Lease Management, 6391 Sprint Parkway, Mailstop KSOPHT0101-Z2650, Overland Park, Kansas 66251-2650, with a copy to: Sprint Law Department, 6391 Sprint Parkway, Mailstop KSOPHT0101-Z2020, Overland Park, Kansas 66251-2020, Attn.: Sprint PCS Real Estate Attorney. Notices to Owner must be sent to the address shown underneath Owner's signature.

**7. Improvements.** Sprint PCS may, at its expense, make improvements on the Site as it deems necessary or desirable from time to time for the operation of the Facilities. Upon termination or expiration of this Agreement, Sprint PCS may remove the Facilities and will restore the Site to substantially the condition existing on the Lease Commencement Date, except for ordinary wear and tear and casualty loss.

**8. Compliance with Laws.** Owner represents and warrants to Sprint PCS that Owner's property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. Sprint PCS will comply with all applicable laws relating to its possession and use of the Site.

**9. Interference.** Sprint PCS will resolve technical interference problems with other equipment located at the Site on the Lease Commencement Date or any equipment that becomes attached to the Site at any future date when Sprint PCS desires to add additional equipment to the Site. Likewise, Owner will not permit or suffer the installation of any equipment after the Lease Commencement Date that: (a) results in technical interference problems with the Facilities; or (b) encroaches onto the Site.

**10. Utilities.** Sprint PCS will pay for all utilities used by it at the Site. Owner will cooperate with Sprint PCS in Sprint PCS' efforts to obtain utilities from any location provided by Owner or the servicing utility, including signing any easement(s) or other instrument(s) reasonably required by the utility company. If there is a loss of electrical service at the Site, Sprint PCS may, at its expense, install and maintain a temporary generator and fuel storage tank at the Site or the property adjacent to the Site at the location depicted in Exhibit A.

**11. Termination.** Notwithstanding any provision contained in this Agreement, Sprint PCS may, in Sprint PCS' sole and absolute discretion and at any time and for any or no reason, terminate this Agreement without further liability by delivering, twelve (12) months in advance of said termination date, prior written notice to owner.

**12. Default.** If either party is in default under this Agreement for a period of 30 days following receipt of written notice from the non-defaulting party, the non-defaulting party may pursue any remedies available to it against the defaulting party at law or in equity, including, but not limited to, the right to terminate this Agreement. If a non-monetary default cannot reasonably be cured within a 30-day period, this Agreement may not be terminated if



Site Name: Monroe Cemetery Water Tank

Sprint PCS Site ID #: CI54XC828A

the defaulting party commences action to cure the default within the 30-day period and proceeds with due diligence to fully cure the default.

**13. Indemnity.** Subject to Section 17 hereof, Owner and Sprint PCS each indemnifies and agrees to defend the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the ownership, use and occupancy of the Site by the indemnifying party. This indemnity does not apply to any claims arising from the negligence or intentional misconduct of the indemnified party. The indemnity obligations under this Section will survive termination of this Agreement.

**14. Hazardous Substances.** Owner represents and warrants to Sprint PCS that it has no knowledge of any substance, chemical or waste on the Site that is identified as hazardous, toxic or dangerous (collectively, "Substance") in any applicable federal, state or local law or regulation. Sprint PCS will not introduce or use any Substance on the Site in violation of any applicable law. Owner will have sole responsibility for the identification, investigation, monitoring and remediation and/or cleanup of any Substance discovered at the Site unless the presence or release of the Substance is caused by the activities of Sprint PCS.

**15. Subordination and Non-Disturbance.** This Agreement is subordinate to any mortgage or deed of trust of record against the Site as of the Lease Commencement Date. Promptly after this Agreement is fully executed, however, Owner will obtain a non-disturbance agreement in a form reasonably acceptable to Sprint PCS from the holder of any mortgage or deed of trust.

**16. Property Taxes.** Sprint PCS will be responsible for payment of all taxes assessed directly upon and arising solely from its use of the Facilities on the Site. Sprint PCS will pay to Owner any increase in taxes attributable solely to any improvements to the Site made by Sprint PCS within 60 days after receipt of satisfactory documentation indicating calculation of Sprint PCS' share of the taxes and payment of the taxes by Owner. Owner will pay when due all other taxes and assessments attributable to the property of Owner of which the Site is a part.

**17. Insurance.** Sprint PCS will procure and maintain commercial general liability insurance, with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to Owner within 30 days after Sprint PCS' receipt of a written request. Each party hereby waives its right of recovery against the other for any loss or damage covered by any insurance policies maintained by the waiving party. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery by subrogation against the other party in connection with any damage covered by the policy.

**18. Maintenance.** Sprint PCS will be responsible for repairing and maintaining the Facilities and any other improvements installed by Sprint PCS at the Site in a proper operating and reasonably safe condition; provided, however, if any repair or maintenance is required due to the acts or omissions of Owner, its agents, contractors or employees, Owner will promptly reimburse Sprint PCS for the reasonable costs incurred by Sprint PCS to restore the damaged areas to the condition which existed immediately prior thereto. Owner will maintain and repair all other portions of the property of which the Site is a part in a proper operating and reasonably safe condition.

**19. Miscellaneous.** (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the

laws of the state in which the Site is located; (c) Owner agrees to promptly execute and deliver to Sprint PCS a recordable Memorandum of Agreement in the form of **Exhibit B**, attached hereto; (d) this Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (e) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of the provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (f) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

**20. Non-Binding Until Fully Executed.** This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and will not be binding on either party until and unless it is fully executed by both parties.

The following Exhibits are attached to and made a part of this Agreement: Exhibits A, B, C and D.

**OWNER:**

City of Monroe, an Ohio Municipal Corporation

By: Name: William J. BrockTitle: City ManagerTaxpayer ID: 31-600706Address: 233 South Main StreetMonroe, Ohio 45050Date: December 13, 2004 See Exhibit A1 for continuation of Owner signatures**SPRINT PCS:**

SprintCom, Inc., a Kansas Corporation

By: Name: Tim BennettTitle: Project Mgr.Date: 10/26/04

*Attach Exhibit A - Site Description*

*Attach Exhibit B - Memorandum of Agreement Form*

*Attach Exhibit C - Easement Relocation Right*



Site Name: Monroe Cemetery Water Tank

Sprint PCS Site ID #: CI54XC828A

**EXHIBIT A  
TO SITE AGREEMENT**

Page 1 of 3

**Site Description**

Site located at 616 South Main Street, situated in the City of Monroe, County of Butler, State of Ohio commonly described as follows:

**As being a part of:**

**PT. LOT 373  
8.487 ACRES**

Situated in Section 17, Town 3, Range 3, City of Monroe, Butler County, Ohio and being part of Lot 373 as said lot is known and designated on the recorded plats of the City of Monroe and being more particularly described as follows:

Beginning at the southeast corner of Lot 373, said point being the southeast corner of Section 17;

thence along the east line of said lot and section, N02°09'25"E a distance of 1227.54 feet to a 1" iron pin set at the True Point of Beginning;

thence along a new division line in said lot, N32°08'00"W a distance of 1265.71 feet to a 1" iron pin set in the north line of Lot 373;

thence along said north line, S87°08'00"E a distance of 713.14 feet to a railroad spike found in the top of a fence post at the northeast corner of said lot;

thence along the east line of said lot and the east line of Section 17, S2°09'25"W a distance of 1036.89 feet to the Point of Beginning, containing 8.487 acres more or less and being subject to easements, restrictions, and rights-of-way of record.

Deed Reference: O.R. 5339 Pg. 031

Bearing Reference: Bearings are based on the south line of Mound Cemetery as per survey recorded in Volume 22, Page 151 of the Butler County Engineers Record of Land Surveys.

The above description is based on a survey made by Kleingers & Associates, under the direction of David L. Cox, Ohio Professional Surveyor No. 7101 and is recorded in Volume 32, Page 141 of the Butler County Engineers Record of Land Surveys.

**Parcel Number: CI8000088000047**

**And, further described in the following site plan:**

**(See Exhibit A, Pages 2 and 3)**

Owner Initials: WTB

Sprint PCS Initials: TB

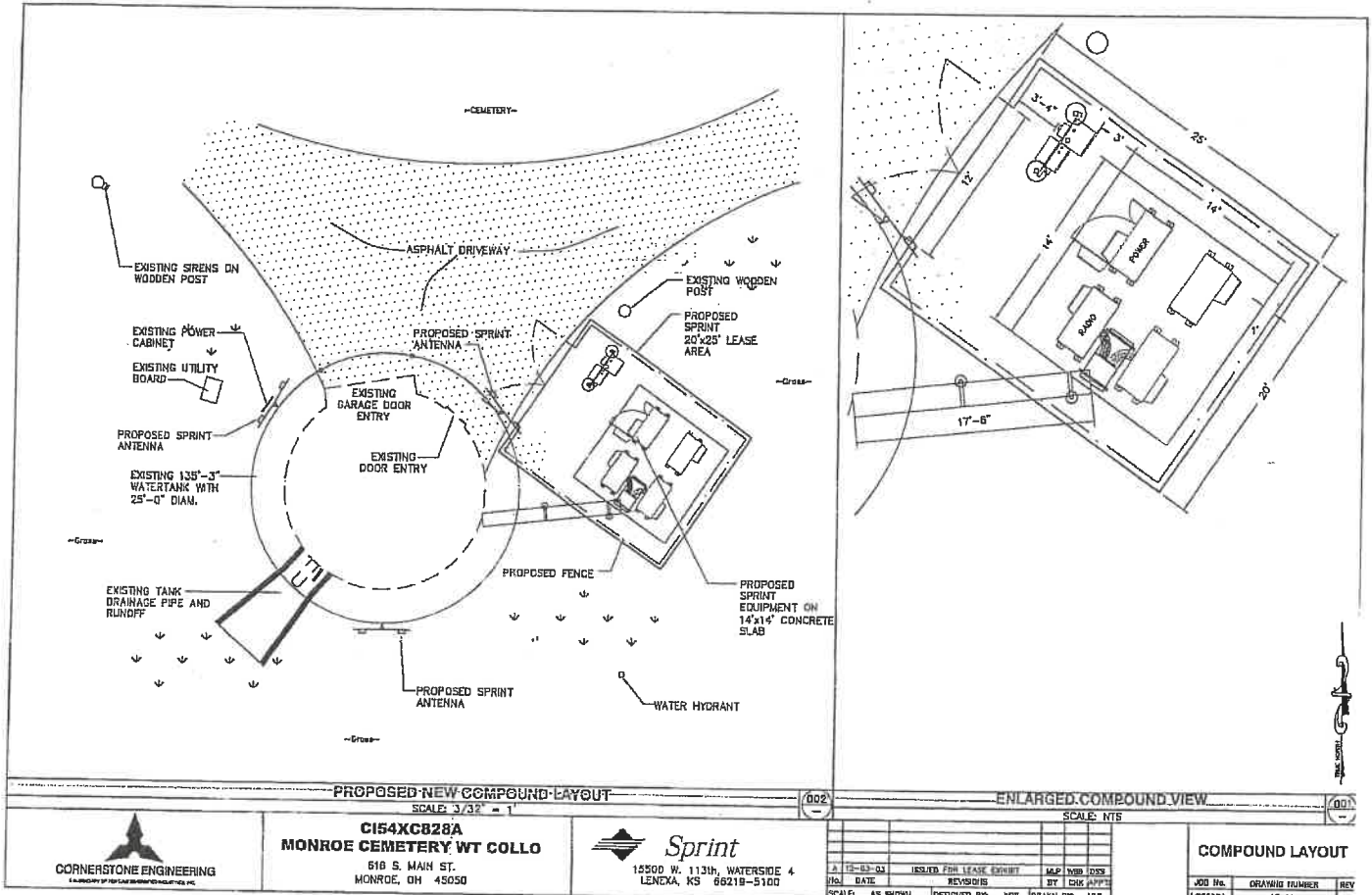
**Note:** Owner and Sprint PCS may, at Sprint PCS' option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

*\*[Use this Exhibit A for Site Agreement, Option Agreement, and Memorandum of Agreement.]*

# EXHIBIT A TO SITE AGREEMENT

Page 2 of 3

Site Description Continued:



Owner Initials: WJB  
 Sprint PCS Initials: TB

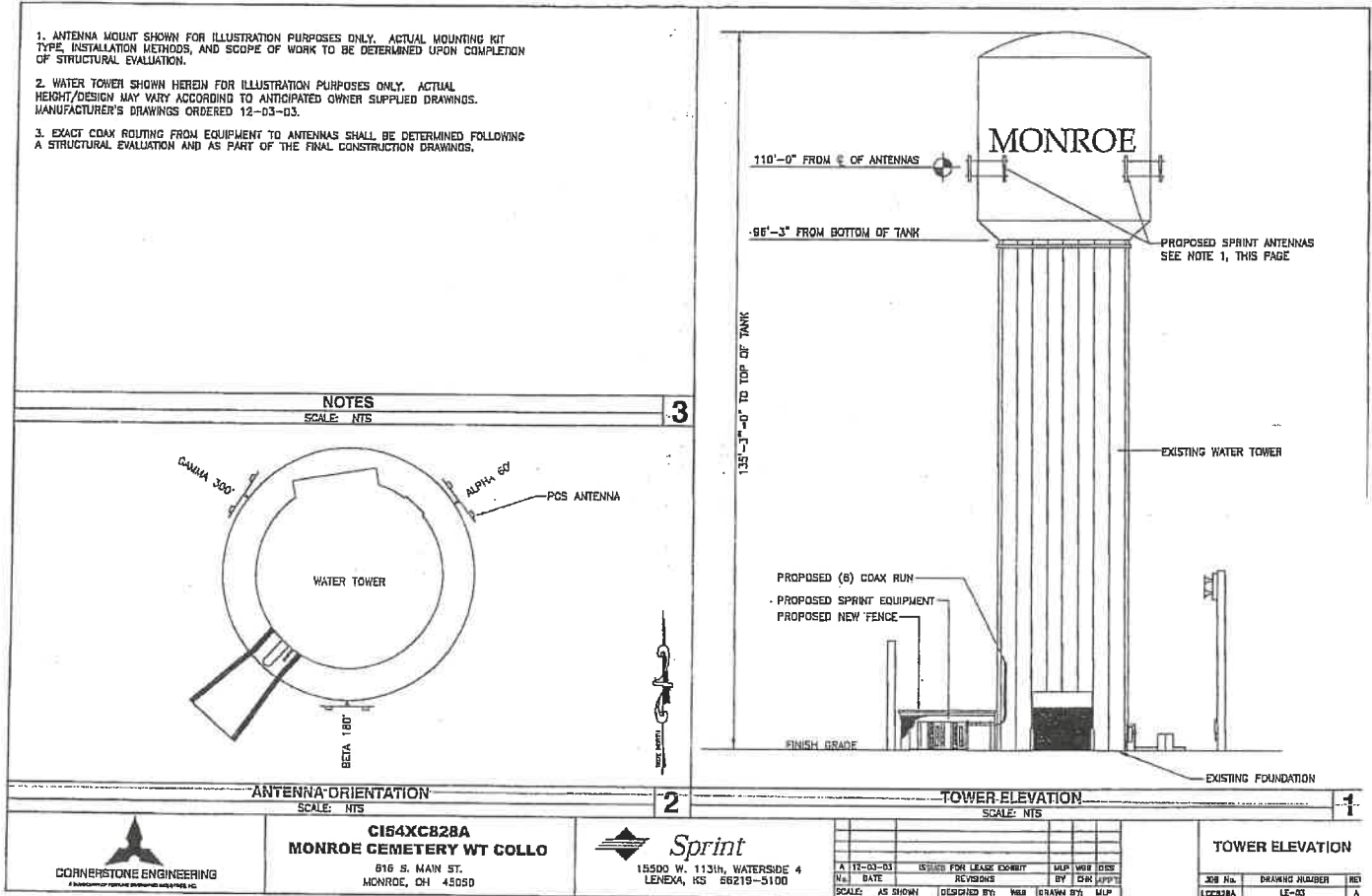
**Note:** Owner and Sprint PCS may, at Sprint PCS' option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

*\*[Use this Exhibit A for Site Agreement, Option Agreement, and Memorandum of Agreement.]*

**EXHIBIT A  
TO SITE AGREEMENT**

Page 3 of 3

Site Description Continued:



1. ANTENNA MOUNT SHOWN FOR ILLUSTRATION PURPOSES ONLY. ACTUAL MOUNTING KIT TYPE, INSTALLATION METHODS, AND SCOPE OF WORK TO BE DETERMINED UPON COMPLETION OF STRUCTURAL EVALUATION.
2. WATER TOWER SHOWN HEREIN FOR ILLUSTRATION PURPOSES ONLY. ACTUAL HEIGHT/DESIGN MAY VARY ACCORDING TO ANTICIPATED OWNER SUPPLIED DRAWINGS. MANUFACTURER'S DRAWINGS ORDERED 12-03-03.
3. EXACT COAX ROUTING FROM EQUIPMENT TO ANTENNAS SHALL BE DETERMINED FOLLOWING A STRUCTURAL EVALUATION AND AS PART OF THE FINAL CONSTRUCTION DRAWINGS.

**NOTES**  
SCALE: NTS

**ANTENNA ORIENTATION**  
SCALE: NTS

**TOWER ELEVATION**  
SCALE: NTS



**CI54XC828A  
MONROE CEMETERY WT COLLO**  
816 S. MAIN ST.  
MONROE, OH 45050

**Sprint**  
15500 W. 113th, WATERSIDE 4  
LENEXA, KS 66219-5100

PROJECT	CI54XC828A	DATE	12-03-03
DESIGNED BY	MLP	DRAWN BY	MLP
CHECKED BY	MLP	DATE	12-03-03
SCALE	AS SHOWN	DESIGNED BY	MLP

<b>TOWER ELEVATION</b>	
JOB No.	CI54XC828A
DRAWING NUMBER	LE-03
REV	A

Owner Initials: WJB  
Sprint PCS Initials: TB

**Note:** Owner and Sprint PCS may, at Sprint PCS' option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

*\*[Use this Exhibit A for Site Agreement, Option Agreement, and Memorandum of Agreement.]*

Site Name: Monroe Cemetery Water Tank

Sprint PCS Site ID #: CI54XC828A

**EXHIBIT C  
TO SITE AGREEMENT**

**Easement Relocation Right**

A. Owner will have the right to relocate Sprint PCS' access/utility easements or any part thereof, to an alternate ground location on Owner's property (the "Property"); provided, however, that the relocation will: (a) be at Owner's sole cost and expense; (b) be performed exclusively by Owner, to a condition equal or better (in the sole discretion of Sprint PCS) than the existing Sprint PCS access/utility easements; (c) not result in any interruption of the existing access by Sprint PCS or existing utility service to Sprint PCS on the Property, until such time as Sprint PCS has approved, in writing, the completion of construction of any proposed easement relocation; (d) not impair, interrupt or in any manner alter the quality of communications service provided from the Site; and (e) be done in accordance with the terms and conditions contained in paragraphs B and C, below.

B. Owner will exercise its relocation right under paragraph A, above, by delivering written notice (the "Notice") to Sprint PCS. In the Notice, Owner will propose alternate easement locations on the Property to which Sprint PCS may relocate its access/utility easements. Sprint PCS will have 30 days from the date it receives the Notice to evaluate Owner's proposed relocated easements, during which period Sprint PCS and servicing utilities will have the right to inspect the proposed relocated easements to determine the feasibility of their placement. If Sprint PCS or servicing utilities fail to approve the placement of the proposed relocated easements in writing within the 30-day period, then Sprint PCS will be deemed to have disapproved the proposed relocated easements. If Sprint PCS disapproves the proposed relocated easements, then Owner may thereafter propose another relocated easement by Notice to Sprint PCS in the manner set forth above. Any relocated easement that Owner and Sprint PCS agree upon in writing is referred to hereinafter as the "Relocated Easement". Owner will continue to cooperate with Sprint PCS' efforts to obtain utilities from the appropriate, in the discretion of Sprint PCS, source of electric and telephone facilities.

C. Upon relocation of Sprint PCS' access/utility easements, or any part thereof, to the Relocated Easement, all references to the access/utility easements in the Agreement will be deemed to be references to the Relocated Easement. Owner and Sprint PCS hereby agree that the Relocated Easement will be surveyed by a licensed surveyor at Owner's sole expense. The survey will then supersede that portion of Exhibit A relative to the access/utility easements, and will become a part of the Agreement and will control as a description of the access/utility easements. An accurate copy of all documents describing the Relocated Easement will, at Owner's sole expense, be duly recorded in the official land title records of the county where the Relocated Easement is located. Except as expressly provided in this Exhibit, Owner and Sprint PCS hereby agree that in no event will the relocation of Sprint PCS' access/utility easements, or any part thereof, affect, alter, modify or otherwise change any of the terms and conditions of the Agreement.

Owner Initials: WTSSprint PCS Initials: TB

Site Name: Monroe Cemetery Water Tank

Sprint PCS Site ID #: CI54XC828A

**EXHIBIT D  
TO SITE AGREEMENT**

Prepared For:		
City Of Monroe		
Lease Term in Months	60	
Monthly Lease Payment	\$1,750.00	
Escalation Frequency in Months	12	
Annual Escalation %		4.00%
	#	
Initial Year	1	\$21,000.00
	2	\$21,840.00
	3	\$22,713.60
	4	\$23,622.14
	5	\$24,567.03
Renewal Term #1	6	\$25,549.71
	7	\$26,571.70
	8	\$27,634.57
	9	\$28,739.95
	10	\$29,889.55
Renewal Term #2	11	\$31,085.13
	12	\$32,328.54
	13	\$33,621.68
	14	\$34,966.54
	15	\$36,365.21
Renewal Term #3	16	\$37,819.81
	17	\$39,332.61
	18	\$40,905.91
	19	\$42,542.15
	20	\$44,243.83
Renewal Term #4	21	\$46,013.59
	22	\$47,854.13
	23	\$49,768.29
	24	\$51,759.03
	25	\$53,829.39

Owner Initials: WJB  
Sprint PCS Initials: TB



Site Name: Monroe Cemetery Water Tank

Sprint PCS Site ID #: CI54XC828A

**EXHIBIT B  
TO SITE AGREEMENT**

**Memorandum of Agreement**

This Memorandum of Agreement ("Memorandum") dated \_\_\_\_\_, 20\_\_, evidences that a lease was made and entered into by a written Site Agreement (the "Agreement") dated \_\_\_\_\_, 20\_\_, between the City of Monroe ("Owner") and SprintCom, Inc., a Kansas Corporation ("Sprint PCS").

The Agreement provides in part that Owner leases to Sprint PCS certain real property owned by Owner and located at 616 S. Main Street, City of Monroe, County of Butler, State of Ohio, together with non-exclusive easements for reasonable access thereto, for placement of an underground grounding system, and for access to the appropriate source of electric and telephone facilities (the "Site"). The Site is further described in Exhibit A attached hereto. The term of the Agreement is 5 years commencing on \_\_\_\_\_, 20\_\_, which term is subject to 4 additional 5-year extensions that may be exercised by Sprint PCS.

The parties have executed this Memorandum as of the day and year first above written.

**OWNER**

City of Monroe, an Ohio Municipal Corporation

**SPRINT PCS**

SprintCom, Inc., a Kansas Corporation

By:                     *WJ*                    

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

Name:                     William J. Brock                    

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

Title:                     City Manager                    

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

Address:                     233 South Main Street                      
                    Monroe, Ohio 45050                    

Address: \_\_\_\_\_

See Exhibit B1 for continuation of Owner signatures

*Attach Exhibit A - Site Description*

Owner Initials:                     WJB                    

Sprint PCS Initials:                     TB

Site Name: Monroe Cemetery Water Tank

Sprint PCS Site ID #: CI54XC828A

**EXHIBIT A  
TO SITE AGREEMENT**

Page 1 of 3

**Site Description**

Site located at 616 South Main Street, situated in the City of Monroe, County of Butler, State of Ohio commonly described as follows:

**As being a part of:**

**PT. LOT 373  
8.487 ACRES**

Situated in Section 17, Town 3, Range 3, City of Monroe, Butler County, Ohio and being part of Lot 373 as said lot is known and designated on the recorded plats of the City of Monroe and being more particularly described as follows:

Beginning at the southeast corner of Lot 373, said point being the southeast corner of Section 17;

thence along the east line of said lot and section, N02°09'25"E a distance of 1227.54 feet to a 1" iron pin set at the True Point of Beginning;

thence along a new division line in said lot, N32°08'00"W a distance of 1265.77 feet to a 1" iron pin set in the north line of Lot 373;

thence along said north line, S87°08'00"E a distance of 713.14 feet to a railroad spike found in the top of a fence post at the northeast corner of said lot;

thence along the east line of said lot and the east line of Section 17, S2°09'25"W a distance of 1036.89 feet to the Point of Beginning, containing 8.487 acres more or less and being subject to easements, restrictions, and rights-of-way of record.

Deed Reference: O.R. 5339 Pg. 031

Bearing Reference: Bearings are based on the south line of Mound Cemetery as per survey recorded in Volume 22, Page 151 of the Butler County Engineers Record of Land Surveys.

The above description is based on a survey made by Kleingers & Associates, under the direction of David L. Cox, Ohio Professional Surveyor No. 7101 and is recorded in Volume 32, Page 141 of the Butler County Engineers Record of Land Surveys.

**Parcel Number: CI800088000047**

**And, further described in the following site plan:**

**(See Exhibit A, Pages 2 and 3)**

Owner Initials: WJB

Sprint PCS Initials: TB

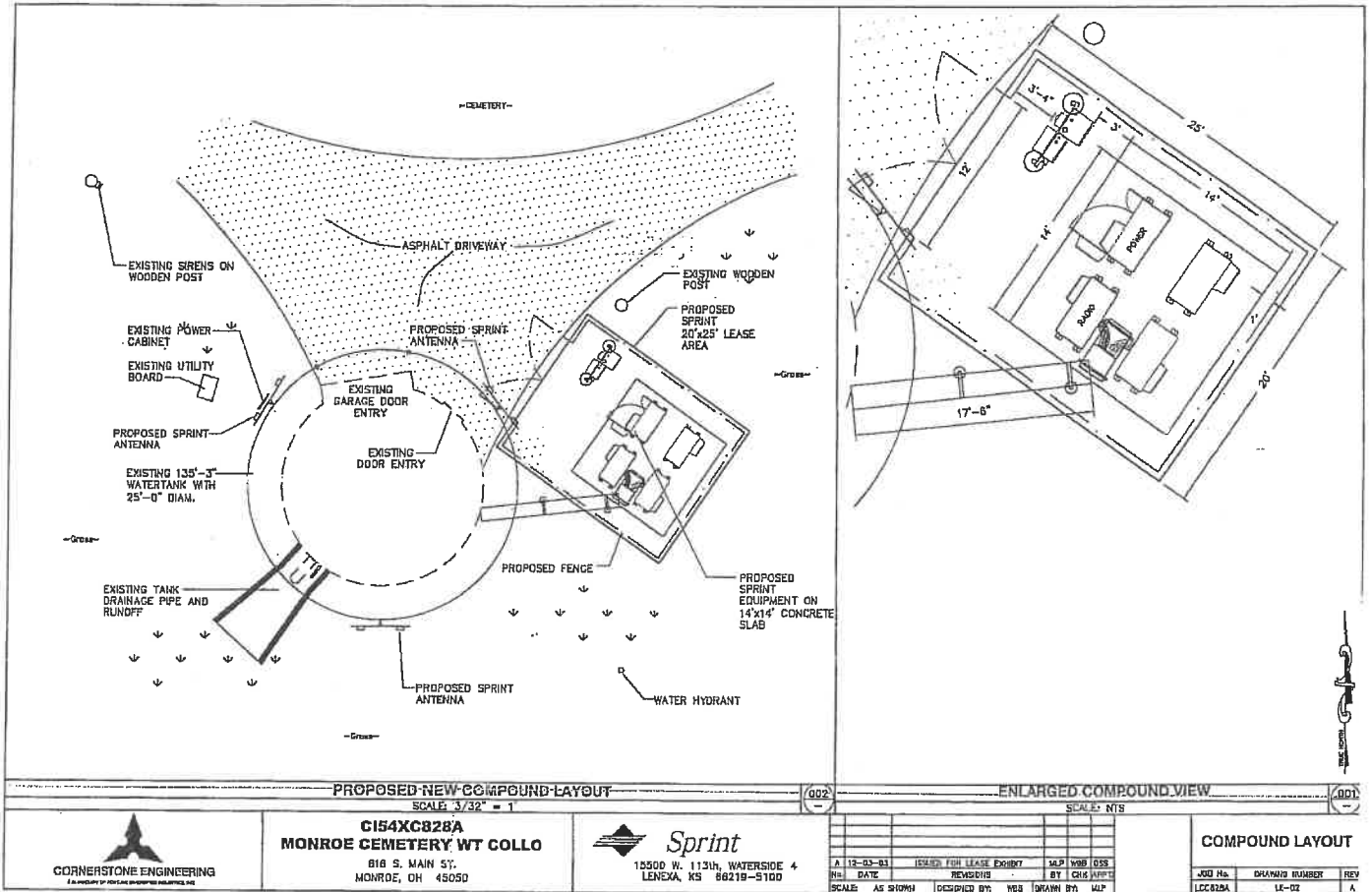
**Note:** Owner and Sprint PCS may, at Sprint PCS' option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

*\*[Use this Exhibit A for Site Agreement, Option Agreement, and Memorandum of Agreement.]*

# EXHIBIT A TO SITE AGREEMENT

Page 2 of 3

## Site Description Continued:



Owner Initials: WJB  
 Sprint PCS Initials: TB

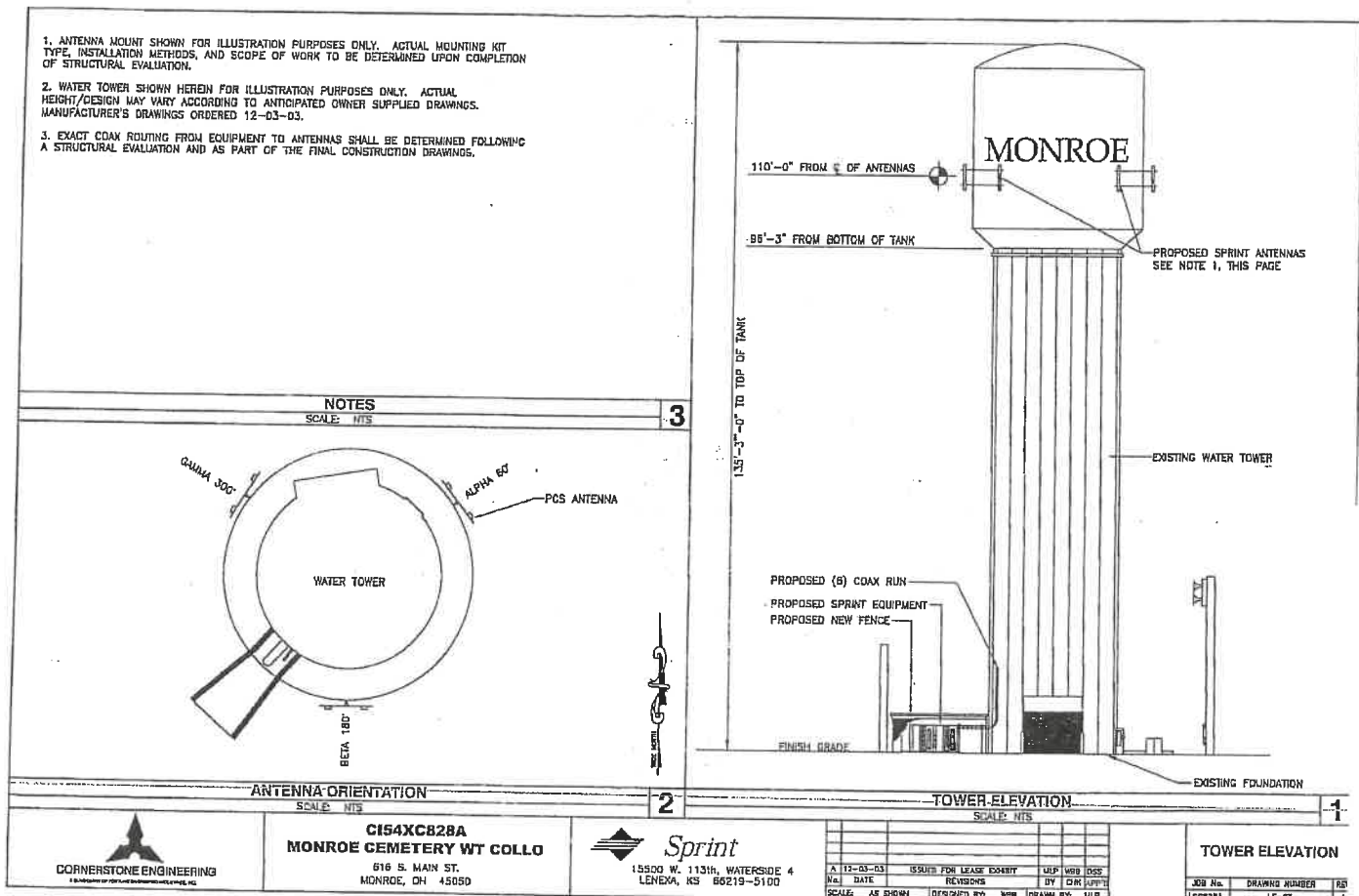
**Note:** Owner and Sprint PCS may, at Sprint PCS' option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

*\*[Use this Exhibit A for Site Agreement, Option Agreement, and Memorandum of Agreement.]*

## EXHIBIT A TO SITE AGREEMENT

Page 3 of 3

Site Description Continued:



Owner Initials: WJB  
Sprint PCS Initials: TB

**Note:** Owner and Sprint PCS may, at Sprint PCS' option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

*\*[Use this Exhibit A for Site Agreement, Option Agreement, and Memorandum of Agreement.]*



Site Name: Monroe Cemetery Water Tank

Sprint PCS Site ID #: CI54XC828A

**OWNER NOTARY BLOCK:**

**STATE OF OHIO**

**COUNTY OF BUTLER**

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of December, 2004, by William J. Brock as City Manager of the City of Monroe, an Ohio Municipal Corporation, on behalf of the corporation

(AFFIX NOTARIAL SEAL)



*Angela S. Wasson*

(OFFICIAL NOTARY SIGNATURE)

NOTARY PUBLIC STATE OF  
ANGELA S. WASSON, Notary Public  
In and for the State of Ohio  
My Commission Expires Sept. 4, 2007

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

COMMISSION NUMBER:

**STATE OF**

**COUNTY OF**

The foregoing instrument was (choose one)  attested or  acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by (choose one)  \_\_\_\_\_ as an individual,  \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation, or  \_\_\_\_\_, partner or agent on behalf of \_\_\_\_\_, a \_\_\_\_\_ partnership.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)

NOTARY PUBLIC STATE OF

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

COMMISSION NUMBER:

Site Name: Monroe Cemetery Water Tank

Sprint PCS Site ID #: CI54XC828A

**SPRINT PCS NOTARY BLOCK:**

**STATE OF**

**COUNTY OF**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of **SprintCom, Inc., a Kansas Corporation**, who executed the foregoing instrument on behalf of the corporation.

(AFFIX NOTARIAL SEAL)

\_\_\_\_\_  
(OFFICIAL NOTARY SIGNATURE)  
NOTARY PUBLIC STATE OF

My commission expires:

\_\_\_\_\_  
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

**STATE OF**

**COUNTY OF**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of **SprintCom, Inc., a Kansas Corporation**, who executed the foregoing instrument on behalf of the corporation.

(AFFIX NOTARIAL SEAL)

\_\_\_\_\_  
(OFFICIAL NOTARY SIGNATURE)  
NOTARY PUBLIC STATE OF

My commission expires:

\_\_\_\_\_  
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

Site Name: \_\_\_\_\_

Sprint PCS Site ID #: \_\_\_\_\_

# Fiscal Authorization Policy

## SPRINT PCS

### ATTACHMENT C TEMPORARY DELEGATION OF APPROVAL AUTHORITY

---

To: VP, Controller - Sprint PCS

I, Brian C. Kooyman Manager - Outsourcing  
Authorizing Name (Print/Type) Title

in accordance with Sprint PCS Financial Policy, paragraph 9.1, do hereby delegate my fiscal approval authority to :

Bennett, Tim SR SITE DELIVERY SPEC II  
Employee Name (Print/Type) Title

for the following department(s):

Department Number(s)

13273  
\_\_\_\_\_  
\_\_\_\_\_

This delegation is effective for the period 10.25.04 to 10.26.04

(not to exceed 30 days) and is necessary due to Out of office - Vacation

(reason: e.g. absence, vacation, etc.)

Tim Bennett 10/25/04  
Signature of person receiving temporary delegation Date

Brian C. Kooyman 10/13/04  
Signature of person whose authority is being delegated Date

**A copy of this completed form should accompany all individual financial commitments or expenditure documentation approved under the above temporary delegation.**



After Recording Return to:  
LCC International, Inc.  
827 Eastgate South Drive  
Suite B  
Cincinnati, OH 45245

Site No: CI54XC828A

PIN No: CI8000088000047

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement ("Memorandum") dated \_\_\_\_\_, 20\_\_, evidences that a lease was made and entered into by a written Site Agreement (the "Agreement") dated \_\_\_\_\_, 20\_\_, between the **City of Monroe**, an Ohio Municipal Corporation ("Owner") and **SprintCom, Inc., a Kansas Corporation** ("Sprint PCS"). The Agreement provides in part that Owner leases to Sprint PCS certain real property owned by Owner and located at 616 South Main St., City of Monroe, County of Butler, State of Ohio, together with non-exclusive easements for reasonable access thereto, for placement of an underground grounding system, and for access to the appropriate source of electric and telephone facilities (the "Site"). The Site is further described in Exhibit A attached hereto. The term of the Agreement is 5 years commencing on \_\_\_\_\_, 20\_\_, which term is subject to 4 additional 5-year extensions that may be exercised by Sprint PCS.

The parties have executed this Memorandum as of the day and year first above written.

**OWNER**

**City of Monroe,**  
An Ohio Municipal Corporation

By: 

Name: William J. Brock

Title: CITY MANAGER

Address: 233  
822 South Main Street  
Monroe, Ohio  
45050

**SPRINT PCS**

SprintCom, Inc.,  
a Kansas Corporation

By: 

Name: Tim Bennett

Title: Project Mgr.

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Attach Exhibit A - Site Description*

Owner Initials: WJB  
Sprint PCS Initials: TB

**OWNER NOTARY BLOCK:**

STATE OF OHIO

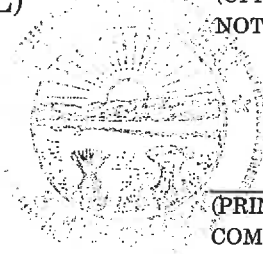
COUNTY OF ~~MONROE~~ BUTLER

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of December, 2004, by William J. Brock as City Manager of the City of Monroe, an Ohio Municipal corporation, on behalf of the corporation.

(AFFIX NOTARIAL SEAL)

*Angela S. Wasson*

(OFFICIAL NOTARY SIGNATURE)  
NOTARY PUBLIC STATE OF OHIO



ANGELA S. WASSON, Notary Public  
In and for the State of Ohio  
My Commission Expires Sept. 4, 2007

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)  
COMMISSION NUMBER:

**SPRINT PCS NOTARY BLOCK:**

STATE OF Kansas

COUNTY OF Johnson

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of October, 2004, by Tim Bennett, as Project Mgr. of SprintCom, Inc., a Kansas Corporation, who executed the foregoing instrument on behalf of the corporation.

(AFFIX NOTARIAL SEAL)

*C.H. Schlichting*  
(OFFICIAL NOTARY SIGNATURE)  
NOTARY PUBLIC STATE OF

**C.H. SCHLICHTING**  
NOTARY PUBLIC  
STATE OF KANSAS

My commission expires:

Exp. 6-11-05

*C.H. Schlichting*  
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

**EXHIBIT A  
TO MEMORANDUM OF AGREEMENT**

Page 1 of 3

**Site Description**

Site located at 616 South Main Street, situated in the City of Monroe, County of Butler, State of Ohio commonly described as follows:

**As being a part of:**

PT. LOT 373  
8.487 ACRES

Situated in Section 17, Town 3, Range 3, City of Monroe, Butler County, Ohio and being part of Lot 373 as said lot is known and designated on the recorded plats of the City of Monroe and being more particularly described as follows:

Beginning at the southeast corner of Lot 373, said point being the southeast corner of Section 17;

thence along the east line of said lot and section, N02°09'25"E a distance of 1227.54 feet to a 1" iron pin set at the True Point of Beginning;

thence along a new division line in said lot, N32°08'00"W a distance of 1265.77 feet to a 1" iron pin set in the north line of Lot 373;

thence along said north line, S87°08'00"E a distance of 713.14 feet to a railroad spike found in the top of a fence post at the northeast corner of said lot;

thence along the east line of said lot and the east line of Section 17, S2°09'25"W a distance of 1036.89 feet to the Point of Beginning, containing 8.487 acres more or less and being subject to easements, restrictions, and rights-of-way of record.

Deed Reference: O.R. 5339 Pg. 031

Bearing Reference: Bearings are based on the south line of Mound Cemetery as per survey recorded in Volume 22, Page 151 of the Butler County Engineers Record of Land Surveys.

The above description is based on a survey made by Kleingers & Associates, under the direction of David L. Cox, Ohio Professional Surveyor No. 7101 and is recorded in Volume 32, Page 141 of the Butler County Engineers Record of Land Surveys.

Parcel Number: CI8000088000047

**And, further described in the following site plan:**

(See Exhibit A, Pages 2 and 3)

Owner Initials: KTB

Sprint PCS Initials: TB

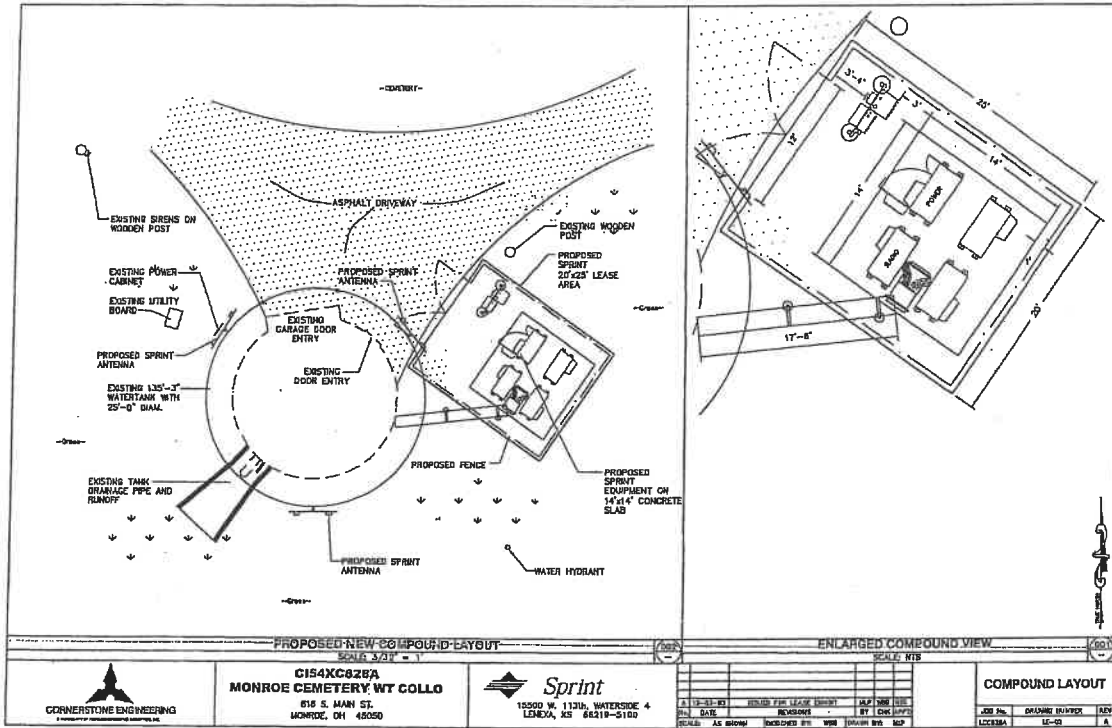
**Note:** Owner and Sprint PCS may, at Sprint PCS' option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

*\*[Use this Exhibit A for Site Agreement, Option Agreement, and Memorandum of Agreement.]*

## EXHIBIT A TO MEMORANDUM OF AGREEMENT

Page 2 of 3

Site Description Continued:



Owner Initials: WB  
 Sprint PCS Initials: TB

**Note:** Owner and Sprint PCS may, at Sprint PCS' option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

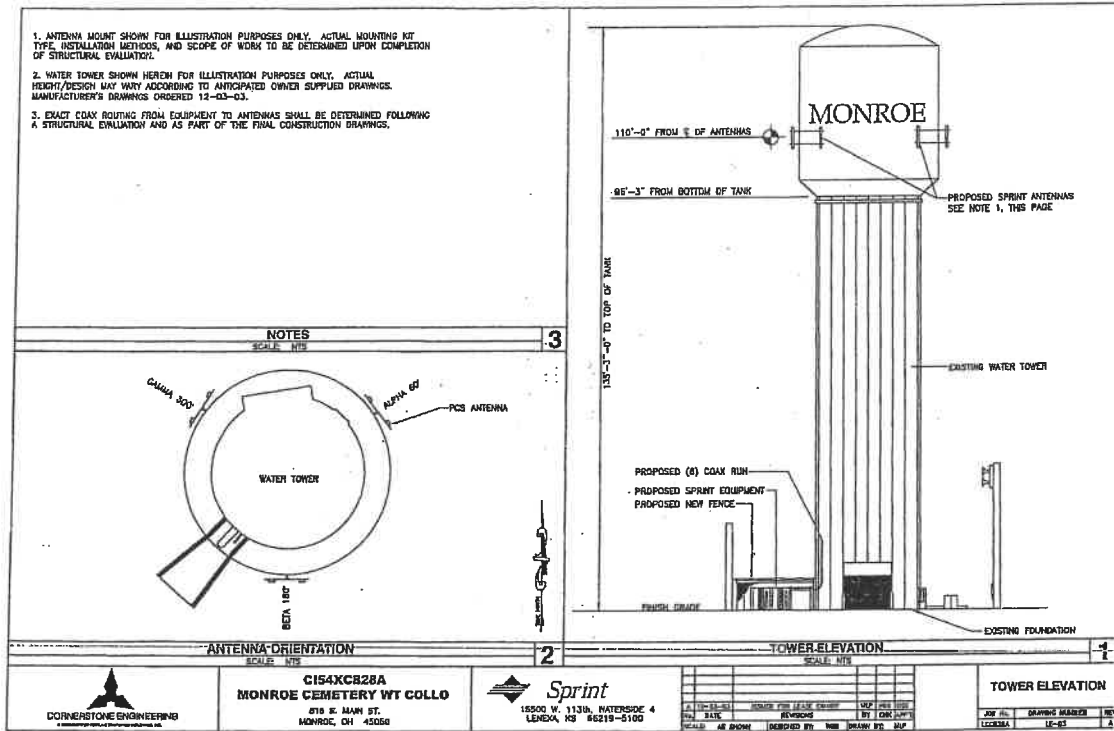
*\*[Use this Exhibit A for Site Agreement, Option Agreement, and Memorandum of Agreement.]*



# EXHIBIT A TO MEMORANDUM OF AGREEMENT

Page 3 of 3

Site Description Continued:



**Document Prepared by and  
Return after recording to:**

LCC International, Inc.  
800 Roosevelt Road, A-218  
Glen Ellyn, Illinois 60137

**Parcel ID Nos.:**

C-1800008230016  
C-1800008000018  
C-1800008000050  
C-1800008000032  
C-1800009000025  
C-1800008000010  
C-1800008000047

**FIRST AMENDMENT TO SITE AGREEMENT  
DATED DECEMBER 13, 2004 BETWEEN  
CITY OF MONROE, an Ohio Municipal Corporation ("OWNER")  
AND  
SPRINTCOM, INC., a Kansas Corporation ("SPRINT PCS")**

This First Amendment to Site Agreement ("First Amendment") is made and entered into effective as of the 30<sup>th</sup> day of March, 2006, by and between **CITY OF MONROE, an Ohio Municipal Corporation** ("Owner"), whose address is 233 South Main Street, Monroe, Ohio 45050 and **SPRINT SPECTRUM L.P., a Delaware limited partnership** ("Sprint"), whose address is 6391 Sprint Parkway, Overland Park, Kansas, 66251.

**WITNESSETH:**

- A. Owner and Sprint PCS have entered into that certain Site Agreement dated as of December 13, 2004.
- B. Owner and Sprint PCS wish to amend the Site Agreement to grant an additional non-exclusive easement for appropriate access to telephone facilities.

**NOW, THEREFORE**, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions. All capitalized terms, not otherwise separately defined herein, shall have the meanings ascribed to them in the Site Agreement.
2. Amendment to Site Agreement. The Site Agreement is hereby amended by incorporating Exhibit E to Site Agreement – Telephone Facilities Easement, attached hereto.
3. Construction Schedule. Sprint PCS shall only engage in construction related activities under this Amendment during a normal business week consisting of Monday through Friday and between the hours of 7:00 a.m. and 3:00 p.m. except upon prior approval of and arrangement with Owner. No such easement related construction activities shall take place on any Saturday or Sunday except upon prior approval of and arrangement with Owner.


4. Underground Installation. Sprint PCS agrees to bore under any paved roadway areas within the subject Site being traversed by this easement as indicated in Exhibit E. In no event shall any portion of any roadway situated within the Site area be open cut.
5. Site Disturbance & Restoration. Any disruption or demolition of the Site burdened by the easement granted in this Amendment shall be kept to a minimum. Sprint PCS shall restore any damaged areas within the Site to its original condition as practical.
6. Full Force and Effect. Except as expressly amended by the provisions hereof, the terms and provisions contained in the Option Agreement shall continue to govern the rights and obligations of the parties, and the Option Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Site Agreement as of the day year first above written.

*Attach Exhibit E to Site Agreement – Telephone Facilities Easement.*

OWNER:

City of Monroe  
an Ohio Municipal Corporation

  
\_\_\_\_\_  
William J. Brock  
Its: City Manager

Witness:  
  
\_\_\_\_\_

Witness:  
  
\_\_\_\_\_

SPRINT PCS:

SprintCom, Inc.,  
a Kansas Corporation

  
By: \_\_\_\_\_  
Printed Name: **Brian J. Wagner**  
Its: **Site Development Manager**

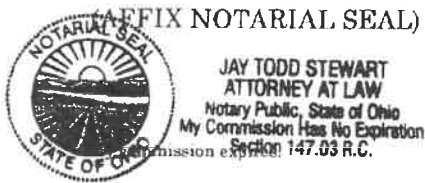
Witness:  
  
\_\_\_\_\_

Witness:  
  
\_\_\_\_\_

**OWNER NOTARY BLOCK:**

STATE OF Ohio  
COUNTY OF BUTLER

The foregoing instrument was (choose one)  attested or  acknowledged before me this 30<sup>th</sup> day of March 2006 by (choose one)  \_\_\_\_\_ as an individual,  William J. Brock as CITY MANAGER of The City of Monroe a \_\_\_\_\_ corporation, on behalf of the corporation, or  \_\_\_\_\_, partner or agent on behalf of \_\_\_\_\_ a \_\_\_\_\_ partnership.



Jay T. Stewart  
(OFFICIAL NOTARY SIGNATURE)  
NOTARY PUBLIC STATE OF \_\_\_\_\_

JAY T. STEWART  
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)  
COMMISSION NUMBER: \_\_\_\_\_

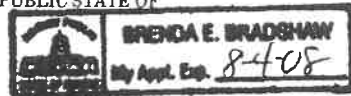
**SPRINT PCS NOTARY BLOCK:**

STATE OF Kansas  
COUNTY OF Johnson

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of March 2006 by Brian J. Wegner as Site Development Manager of SprintCom, Inc., a Kansas corporation, who executed the foregoing instrument on behalf of the corporation.

(AFFIX NOTARIAL SEAL)

Brenda E. Bradshaw  
(OFFICIAL NOTARY SIGNATURE)  
NOTARY PUBLIC STATE OF \_\_\_\_\_



My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)





**EXHIBIT E  
TO SITE AGREEMENT**

**Telephone Facility Easement – Page 2 of 2**

Telephone Facility Easement Legal Description:

**Utility Easement**

Situated in the City of Monroe, County of Bienville and State of Ohio, known as being a part of Lot 373 of the recorded plat of the City of Monroe, also known as being a proposed SprintCare, Inc. 10 foot wide Utility Easement over an easement parcel of land conveyed to the City of Monroe as recorded in Volume 6863, Page 1456 and Volume 23 Page 133 of Butler County Records and being more particularly described as follows:

Commencing from a R.R. spike found in the top of a Precast band of the vertical corner of Lot No. 373 and the southeast corner of said City of Monroe parcel of land;

Thence, along the westerly line of Lot 373 and said City of Monroe parcel of land, North 83°24'30" West, 12.82 feet to a point;

Thence, South 34°17'20" West, 8.87 feet to the point of beginning of the 1983 Easement Parcel described;

Thence, South 24°42'50" West, 10.00 feet to a point;

Thence, North 55°47'02" West, 25.00 feet to a point;

Thence, North 34°12' 30" West, 4.00 feet to a point;

Thence, North 55°47'02" West, 4.23 feet to a point;

Thence, along the arc of a curve to the left, having a Radius of 5.00 feet, a Delta angle of 87°00'00", a Chord distance of 7.07 feet, with a Chord Bearing of North 10°47'00" West, and an arc length of 7.25 feet to a point;

Thence, North 34°12'50" East, 45.50 feet to a point;

Thence, along the arc of a curve to the left, having a Radius of 172.86 feet, a Delta angle of 175°04'01", a Chord distance of 30.85 feet, with a Chord Bearing of North 02°25'03" East, and an Arc length of 60.16 feet to a point;

Thence, North 03°11'50" West, 201.32 feet to a point;

Thence, North 04°32'44" East, 278.32 feet to a point;

Thence, North 01°46'12" West, 64.86 feet to a point;

Thence, North 65°22'23" West, 170.18 feet to a point;

Thence, North 69°31'11" West, 52.80 feet to a point;

Thence, North 62°30'41" West, 238.50 feet to a point;

Thence, South 35°05'17" West, 122.11 feet to a point;

Thence, North 61°28'27" West, 43.08 feet to a point;

Thence, South 85°21'55" West, 48.86 feet to a point;

Thence, North 79°17'23" West, 83.13 feet to a point;

Thence, South 61°02'11" West, 98.21 feet to a point;

Thence, North 82°31'42" West, 63.19 feet to a point;

Thence, North 76°35'34" West, 94.28 feet to a point;

Thence, North 71°04'04" West, 52.80 feet to a point;

Thence, North 04°57'47" East, 81.36 feet to a point;

Thence, North 84°56'18" West, 207.20 feet to a point;

Thence, North 61°51'08" West, 99.90 feet to a point;

Thence, North 37°43'43" West, 42.64 feet to a point;

Thence, North 65°36'18" West, 64.98 feet to a point;

Thence, North 09°21'48" East, 32.82 feet to a point;

Thence, South 01°30'13" East, 10.00 feet to a point;

Thence, South 09°21'48" West, 25.24 feet to a point;

Thence, South 65°36'28" East, 99.43 feet to a point;

Thence, South 37°43'43" East, 42.64 feet to a point;

Thence, South 07°28'28" East, 638.89 feet to a point;

Thence, South 64°08'13" East, 216.00 feet to a point;

Thence, South 04°57'47" West, 81.36 feet to a point;

Thence, South 71°04'08" East, 44.24 feet to a point;

Thence, South 79°43'15" East, 48.58 feet to a point;

Thence, South 62°31'42" East, 48.86 feet to a point;

Thence, North 64°02'11" East, 98.50 feet to a point;

Thence, South 79°17'23" East, 83.23 feet to a point;

Thence, North 65°21'55" East, 48.38 feet to a point;

Thence, South 61°28'27" East, 38.41 feet to a point;

Thence, North 38°05'27" East, 124.57 feet to a point;

Thence, South 62°30'41" East, 248.37 feet to a point;

Thence, South 69°30'17" East, 51.25 feet to a point;

Thence, South 80°22'3" East, 170.15 feet to a point;

Thence, South 68°48'18" East, 83.37 feet to a point;

Thence, South 04°32'44" West, 286.82 feet to a point;

Thence, South 03°11'50" East, 202.27 feet to a point;

Thence, along the arc of a curve to the right, having a Radius of 183.88 feet, a Delta angle of 18°48'00", a Chord distance of 63.22 feet, with a Chord Bearing of South 62°32'22" East, and an Arc length of 63.53 feet to a point;

Thence, North 15°41'20" West, 48.55 feet to a point;

Thence, South 34°17'50" West, 28.21 feet to a point;

Thence, South 55°47'02" East, 24.33 feet to the point of beginning and containing 0.4558 acres (26, 897 square feet) of land as surveyed by Shirley R. Davis, Registered Professional Land Surveyor No. S-7786, for and on behalf of LRS Surveying, L.L.C. in February of 2006.

Owner Initials: \_\_\_\_\_  
Sprint PCS Initials: \_\_\_\_\_

Site Name: Monroe Cemetery Water Tower Collocation  
Sprint PCS Site ID #: CI54XC828-A

After Executing Return 1  
LUC International, Inc.  
827 Eastgate South Drive  
Suite B  
Cincinnati, OH 45245

Site No: 15-AC3213

PIN No: 15-008806047

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement ("Memorandum") dated \_\_\_\_\_, 20\_\_\_\_, evidences that a lease was made and entered into by a written Site Agreement (the "Agreement") dated \_\_\_\_\_, 20\_\_\_\_, between the City of Monroe (an Ohio Municipal Corporation) ("Owner") and SprintCom, Inc., a Kansas Corporation ("Sprint PCS"). The Agreement provides in part that Owner leases to Sprint PCS certain real property owned by Owner and located at 412 South Main St., City of Monroe, County of Butler State of Ohio together with non-exclusive easements for reasonably access thereto for placement of an underground grounding system, and for access to the appropriate source of electrical and telephone facilities (the "Site"). The Site is further described in Exhibit A attached hereto. The term of the Agreement is 5 years commencing on \_\_\_\_\_, 20\_\_\_\_, which term is subject to 4 additional 5-year extensions that may be exercised by Sprint PCS.

The parties have executed this Memorandum as of the day and year first above written.

**OWNER**

City of Monroe  
An Ohio Municipal Corporation

By: [Signature]  
Name: Victoria J. Brock  
Title: Mayor  
Address: 412 South Main Street  
Monroe, Ohio  
45031

**SPRINT PCS**

SprintCom, Inc.  
A Kansas Corporation

By: [Signature]  
Name: Tim Beavett  
Title: Project MGR.  
Address: \_\_\_\_\_

Approved: [Signature] Site Description

Approved: [Signature]  
Sprint PCS Internal: TJB

**OWNER NOTARY BLOCK:**

STATE OF OHIO

COUNTY OF ~~MADEIRA~~ Putnam

The foregoing instrument was acknowledged before me, this 27<sup>th</sup> day of August, 2004, by Neil D. ... of the City of Macon, an Ohio Municipal Corporation, on behalf of the corporation.

AFFIX NOTARIAL SEAL:

[Signature]  
OFFICIAL NOTARY SIGNATURE  
NOTARY PUBLIC STATE OF

My commission expires:

\_\_\_\_\_  
PRINTER, TYPED OR STAMPED NAME OF NOTARY  
COMMISSION NUMBER

**SPRENT PCS NOTARY BLOCK:**

STATE OF Kansas

COUNTY OF Johnson

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of August, 2004, by Neil D. ... of ... in the State of Kansas, Corporation that executed the foregoing instrument on behalf of the corporation.

AFFIX NOTARIAL SEAL:

[Signature]  
OFFICIAL NOTARY SIGNATURE  
NOTARY PUBLIC STATE OF

C. H. SCHLICHTING  
NOTARY PUBLIC  
STATE OF KANSAS

My commission expires: 06-11-05

[Signature]  
PRINTER, TYPED OR STAMPED NAME OF NOTARY

EXHIBIT A  
TO MEMORANDUM OF AGREEMENT

Page 1 of 3

Site Description

Site located at 816 South Main Street, situated in the City of Morgantown, County of Putnam, State of West Virginia commonly described as follows:

As being a part of:

PT. LOT 373  
1.457 ACRES

Situated in Section 17, Town 3, Range 3, City of Morgantown, Putnam County, Ohio and being part of Lot 373 as said lot is known and designated on the recorded plans of the City of Morgantown and being more particularly described as follows:

Beginning at the southeast corner of Lot 373, said point being the southeast corner of Section 17,

thence along the east line of said lot and section N02°09'05"W a distance of 1227.54 feet to a 11 iron pin set at the True Point of Beginning;

thence along a new division line in said lot N02°08'00"W a distance of 1268.71 feet to a 11 iron pin set in the north line of Lot 373;

thence along said north line S87°02'00"E a distance of 712.14 feet to a 11 iron pin found in the top of a fence post at the northeast corner of said lot;

thence along the east line of said lot and the east line of Section 17 S0°09'15"W a distance of 1136.85 feet to the Point of Beginning, containing 3.447 acres more or less and being subject to easements, restrictions and rights-of-way of record;

Deed Reference: O.R. 1333 P. 107

Bearing Reference: Bearings are based on the south line of Mount Cemetery, O.R. per survey recorded in Volume 22, Page 151 of the Putnam County Engineers Record of Land Surveys.

The above description is based on a survey made by Koenig & Associates, under the direction of David L. Cox, Ohio Professional Surveyor No. 7151 and is recorded in Volume 22, Page 151 of the Putnam County Engineers Record of Land Surveys.

Plan Number: 01870008 Sub 0017

And, further described in the following site plan:

(See Exhibit A, Pages 2 and 3)

Witness my hand and seal this 15th day of March, 2017.  
Spring P.O.S. Director: TB

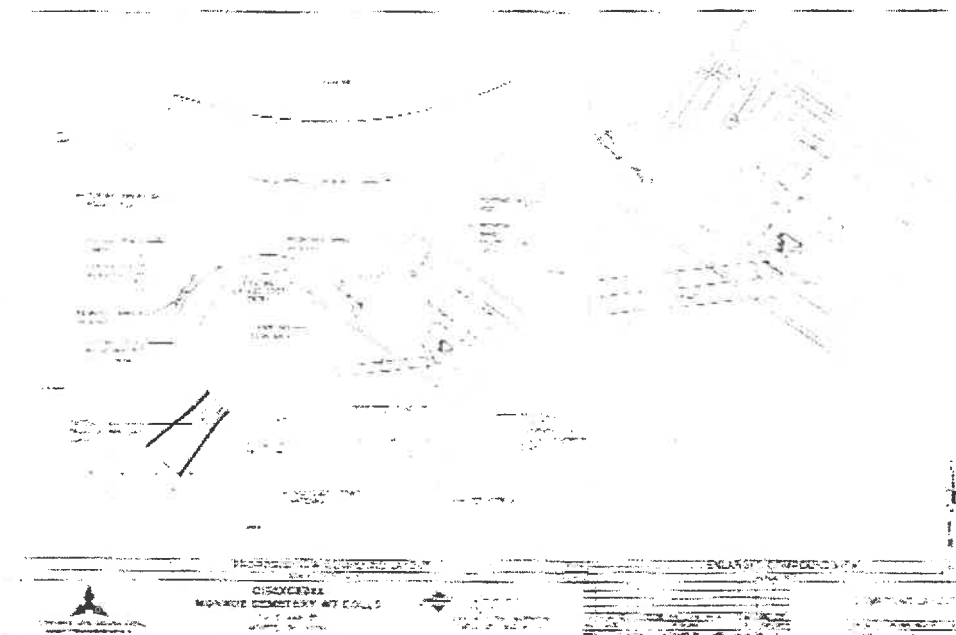
Note: This section of Spring P.O.S. survey is subject to the same terms, conditions and restrictions as set forth in the site plan and drawings attached hereto. Site is to be developed in accordance with the site plan and drawings depicting the site.

This is the entire and complete agreement between the parties to this Memorandum of Agreement.

EXHIBIT A  
TO MEMORANDUM OF AGREEMENT

Page 2 of 3

Site Description Continued:



Owner Initials: *WJB*  
Seller PCS Initials: *FB*

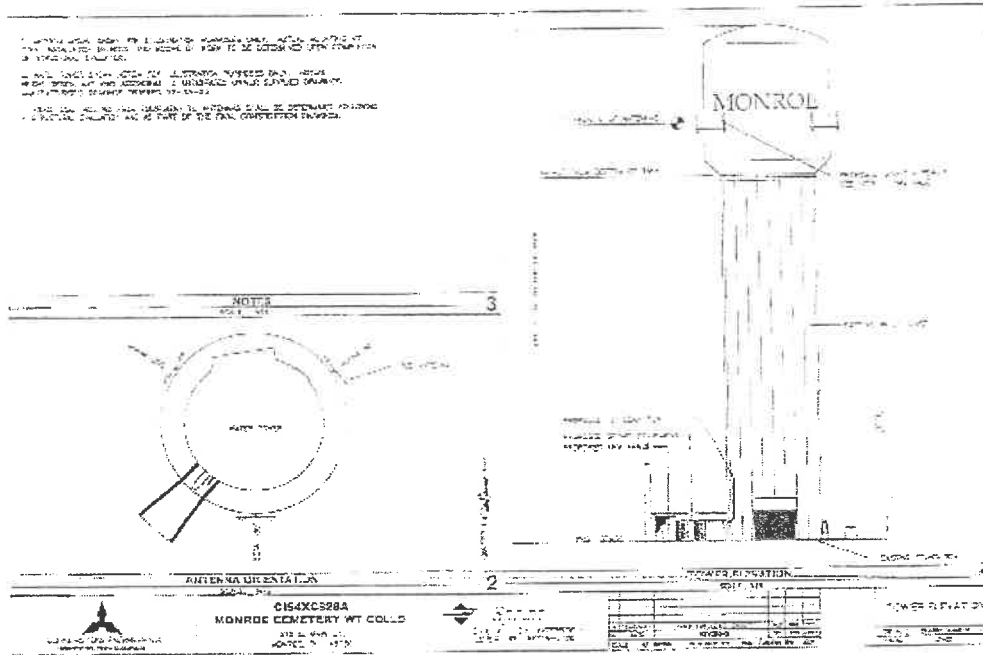
Note: This site plan is published in accordance with the provisions of the Texas Public Information Act, Chapter 552, Texas Government Code, and the Texas Open Records Act, Chapter 552, Texas Government Code.

This site plan is a part of the Site Agreement, Option Agreement and Memorandum of Agreement.

# EXHIBIT A TO MEMORANDUM OF AGREEMENT

Page 3 of 3

Site Description Continued:



Owner Initials: STB  
 Sprint PCS Initials: TB

Note: Owner and Sprint PCS may, at Sprint PCS' option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

\* Use this Exhibit A for Site Agreement, Option Agreement, and Memorandum of Agreement.



## SECOND AMENDMENT TO SITE AGREEMENT

This Second Amendment to SITE AGREEMENT (this "**Amendment**"), effective as of the date last signed below ("**Effective Date**"), amends a certain SITE AGREEMENT dated December 13, 2004, between SprintCom, Inc., a Kansas Corporation ("Sprint PCS"), and City of Monroe, an Ohio Municipal Corporation ("Owner"), as amended by FIRST AMENDMENT TO SITE AGREEMENT dated March 30, 2006 (collectively, the "**Agreement**").

### BACKGROUND

WHEREAS the Owner finds it necessary to resurface its proprietary water tank upon which Sprint PCS is located in accordance with the Site Agreement; and

WHEREAS, in order to properly and safely facilitate resurfacing of the water tank through painting and maintenance requires that Sprint PCS immediately move its equipment off the sides of the water tank and permanently relocate that equipment to a newly installed handrail assembly at the top pf the water tank; and

WHEREAS, for the consideration described herein, Sprint PCS is willing to modify the terms of the Agreement and immediately move its equipment off the sides of the water tank and permanently relocate that equipment to a newly installed handrail assembly at the top pf the water tank; and

WHEREAS, Sprint PCS desires to modify its installation on the Site by moving antennas and other equipment to the Facilities, as more particularly described in Exhibit A-1 annexed hereto

WHEREAS, the City of Monroe, via action of its City Council has acknowledged and approved the modifications to the Agreement and Sprint PCS attachment to the water tank site as described herein through the passage of Emergency Resolution on September 13<sup>th</sup>, 2018; and

WHEREAS, Sprint PCS and Owner desire to modify certain provisions of the Agreement and Sprint PCS occupancy and use of the water tank site all as provided for herein below.

### AGREEMENT

For good and valuable consideration the receipt and sufficiency of which are acknowledged, Owner and Sprint PCS agree as follows:

1. Premises and Use. Section 1 of the Agreement is hereby deleted and replaced with the following:

(a)  Land consisting of approximately 500 square feet for construction of base station equipment

(b)  Building interior space consisting of approximately \_\_\_\_\_ square feet for placement of shelters and/or base station equipment;

(c)  Building exterior space consisting of approximately \_\_\_\_\_ square feet for placement of shelters and/or base station equipment;

(d)  Building exterior space consisting of approximately 17,500 square inches ("Surface Area") for attachment of antennas and such other equipment and facilities as Sprint PCS may from time to time determine are necessary or desirable for the operation of its communications network. The Surface Area calculation: Sum of length x width of all antenna and auxiliary components that are not installed in the shelter and/or base equipment space listed above. For Cylinders use length x diameter to calculate surface area. For round MW dishes use formula to calculate the area of a circle;

(e)  Tower space between the 140' foot and 150' foot level on the tower for attachment of antennas and such other equipment and facilities to the installed handrail assembly as Sprint PCS may from time to time determine are reasonably necessary or desirable for the operation of its communications network all as described on Exhibit A-1;

as well as such additional space in risers, conduits and other spaces as Sprint PCS may, with Owner's prior approval and consent, determine is required for cable runs to connect its equipment and antennas or to bring utilities from Owner's telco, power and/or any other utility sources, and together with all necessary non-exclusive easements for vehicular and pedestrian access thereto, for placement of a grounding system, and for access to the appropriate source of electric, telephone, fiber optic and other utilities, in the discretion of Sprint PCS (the "Site"), which may generally be depicted on Exhibit A-1. In the event that Sprint PCS's equipment or facilities are located in or on a building, the Site shall include but not be limited to such additional space in the building's equipment room(s) or other spaces used for the installation and operation of telecommunications, utility and electronic systems as Sprint PCS may determine are necessary or appropriate for use in Sprint PCS's communications system, all subject to Owner's prior approval and consent. The Site, with Owner's prior approval and consent, may be used by Sprint PCS (and/or any of its affiliated entities) for the purpose of installing, removing, upgrading, replacing, modifying, maintaining and operating, at its expense, communications service facilities, including, without limitation, antennas, remote radio units, radios, transmitters, combiners, filters microwave dishes, microwave radios (ODU), and such other communications equipment and facilities as Sprint PCS may from time to time deem advisable, air conditioned equipment shelters and/or base station equipment, cable, wiring, power sources (including permanent generators and fuel storage tanks), related equipment and structures and, if applicable to the Site, an antenna support structure (the "Facilities"). All of the Facilities will remain Sprint PCS's personal property and are not fixtures. Sprint PCS will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants, if any. Sprint PCS will

have unrestricted access to the Site and the Facilities 24 hours per day, 7 days per week upon notice served via telephone to the Monroe Public Works Director (513-727-8953) during normal business hours and notice to the Monroe Police Dispatch (513-539-9234) during all other times, at no additional cost or expense to Sprint PCS. Sprint PCS acknowledges and understands that Owner's site is part of a regional public drinking water supply system and that the ensuring the safety and security of the water system is operations is of critical importance to Owner and Sprint PCS will make all efforts to ensure that Owner can provide for the safety and security of the site and the public drinking water supply system

2. **Modification to the Site.** Exhibit A to the Agreement is hereby amended to include the modifications identified on Exhibit A-1, a copy of which is attached and made a part hereof. Exhibit A-1 supplements Exhibit A to the Agreement, and is not deemed to supersede or otherwise modify Exhibit A or any part thereof except to the extent specifically set forth in Exhibit A-1. Upon full execution of this Amendment, Sprint PCS is permitted to do all work necessary to prepare, maintain and alter the Site to install or otherwise modify the Site, all as more fully described and contemplated in Exhibit B.

3. **Modification to Rent.** Section 3 of the Agreement is amended by adding the following:

Owner's water tank requires painting/maintenance to be conducted. This painting/maintenance requires certain assistance from Sprint PCS. In lieu of providing Sprint PCS any economic assistance for the costs and expenses, associated with such painting/maintenance and as full and satisfactory consideration for Sprint PCS efforts to assist with the painting/maintenance, Owner will fully abate Sprint PCS's rent from December 13, 2018 through December 12, 2019 at \$3,030.43 per month rate for a total abatement of \$36,365.16. Thereafter, Sprint will continue paying rent at the set rate then in effect under the Agreement.

4. **General Terms and Conditions.**

a. All capitalized terms used in this Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Agreement.

b. In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions herein will control. Except as set forth herein, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.

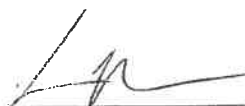
c. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original.


d. Each of the parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Amendment.

The parties have executed this Amendment as of the Effective Date.

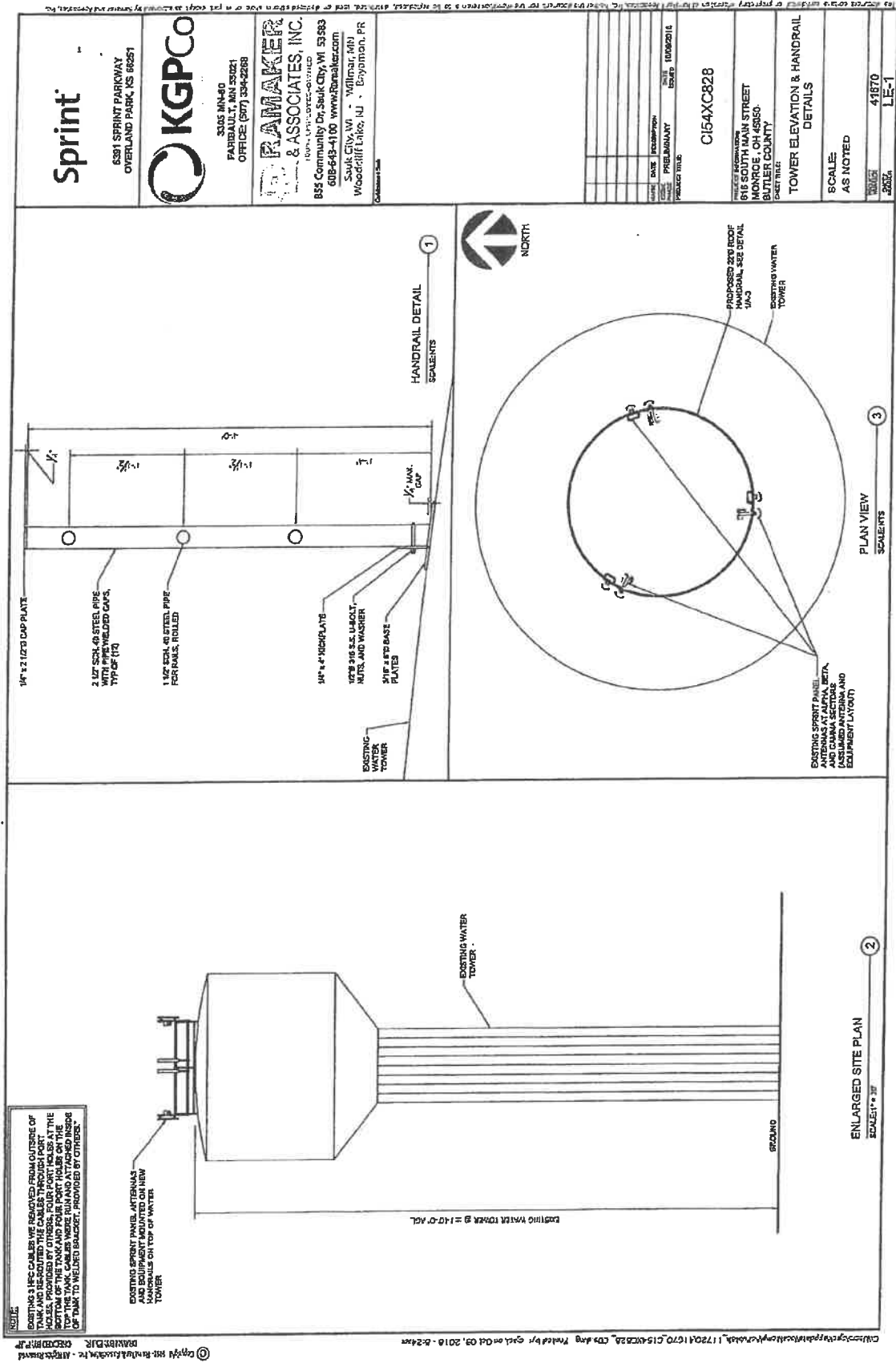
**Owner:**  
City of Monroe, an Ohio Municipal Corporation

**SprintPCS:**  
SprintCom, Inc., a Kansas Corporation

By:   
William J. Brock, City Manager

By:   
Printed Name: TROY MYERS  
Title: REAL ESTATE MANAGER  
Date: OCT 11, 2018

# EXHIBIT A-1



**NOTE:**  
 ALL NEW MATERIALS TO BE INSTALLED FROM OUTSIDE OF TOWER AND BE SECURED TO THE EXISTING TOWER WITH 1/2" DIA. S.S. BOLTS AND WASHERS. PROVIDE FOUR PORT HOLES AT THE BOTTOM OF THE TOWER AND FOUR PORT HOLES ON THE TOP OF THE TOWER. PROVIDE FOUR PORT HOLES ON THE TOP OF TOWER TO WELDED BRACKET, PROVIDED BY OTHERS.

Copyright 2015 by Ramaker & Associates, Inc. All rights reserved. Reproduction or distribution of this drawing without the written consent of Ramaker & Associates, Inc. is prohibited. This drawing is to be used for the project only and is not to be used for any other project.

