Greenbriar Ditch Rd. - Sprint
11/27/00

PCS SITE AGREEMENT

COPY

April 99

Site Name Greenbriar Fire Station #224 Site I. D. IN13XC140-E

1. **Premises and Use.** Owner leases to Sprint Spectrum L.P., a Delaware [illegible] partnership ("SSLP"), the site described below:
[illegible] *appropriate box(es)*]
[illegible]d consisting of approximately 750 square feet upon which SSLP will construct its ☒ equipment base station and ☒ antenna structure:
☐ Building interior space consisting of approximately _____ square feet;
☐ Building exterior space for attachment of antennas;
☐ Building exterior space for placement of base station equipment;
☐ Tower antenna space between the ____ foot and ____ foot level on the Tower;
☐ Space required for cable runs to connect PCS equipment and antennas,

in the location(s) ("Site") shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of SSLP, source of electric and telephone facilities. The Site will be used by SSLP for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a personal communications service system facility ("PCS"), including, without limitation, antenna equipment, cable wiring, back-up power sources (including generators and fuel storage tanks), related fixtures and, if applicable to the Site, an antenna structure. SSLP will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants. SSLP will have access to the Site 24 hours per day, 7 days per week.

2. **Term.** The term of this Agreement (the "Initial Term") is 5 years, commencing on the date ("Commencement Date") both SSLP and Owner have executed this Agreement. This Agreement will be automatically renewed for four additional terms (each a "Renewal Term") of 5 years each, unless SSLP provides Owner notice of 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 60 days after the issuance of a building permit, rent will be a one-time aggregate payment of $100.00, the receipt of which Owner acknowledges. Thereafter, rent will be paid in equal monthly installments of $1,250.00 (until increased as set forth herein), partial months to be prorated, in advance. Rent for each Renewal Term will be the annual rent in effect for the final year of the Initial Term or prior Renewal Term, as the case may be, increased by fifteen percent (15%).

4. **[illegible] and Quiet Possession.** Owner represents and agrees (a) that it is the Owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that SSLP is entitled to access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as SSLP is not in default beyond the expiration of any cure period; and (e) that Owner shall not have unsupervised access to the Site or to the PCS equipment.

5. **Assignment/Subletting.** Tenant shall have the right to sublease or assign its rights under this Agreement 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 SSLP are to be sent to: Sprint Spectrum, L.P., 9801 West Higgins Road, Rosemont, IL 60018 (Attn: Indiana Property Division), with a copy to Sprint Spectrum L.P., 4900 Main, Kansas City, MO 64112. Notices to Owner must be sent to the address shown underneath Owner's signature.

7. **Improvements.** SSLP may, at its expense, make such improvements on the Site as it deems necessary from time to time for the operation of the PCS system. Owner agrees to cooperate with SSLP with respect to obtaining any required zoning approvals for the Site and such improvements. Upon termination or expiration of this Agreement, SSLP shall remove its equipment and improvements and will restore the Site to substantially the condition existing on the Commencement Date, except for ordinary wear and tear and casualty loss unless Owner provides written notice of Owner's desire that the antenna structure, equipment platform(s), related foundations and fencing remain on the Site, in which case SSLP shall have no obligation to remove such improvements, which shall become property of the Owner.

8. **Compliance with Laws.** Owner represents 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. SSLP will substantially comply with all applicable laws relating to its possession and use of the Site.

9. **[illegible]erference.** SSLP will resolve technical interference problems with equipment located at the Site or Owner's property adjoining the Site during the Term of this Agreement. Likewise, Owner will not permit or suffer the installation of any future equipment which (a) results in technical interference problems with SSLP's then existing equipment or (b) encroaches onto the Site.

10. **Utilities.** Owner represents that utilities adequate for SSLP's use of the Site are available. SSLP will pay for all utilities used by it at the Site. Owner will cooperate with SSLP in SSLP's efforts to obtain utilities from any location provided by Owner or the servicing utility, including signing any easement or other instrument reasonably required by the utility company.

11. **Termination.** SSLP may terminate this Agreement at any time by written notice to Owner without further liability if SSLP does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the PCS system, or if any such approval is canceled, expires or is withdrawn or terminated, or if Owner fails to have proper ownership of the Site or authority to enter into this Agreement, or if SSLP, for any other reason, in its sole discretion, determines that it will be unable to use the Site. Upon termination, all prepaid rent will be retained by Owner unless such termination is due to Owner's failure of proper ownership or authority, or such termination is a result of Owner's default.

12. **Default.** If either party is in default under this Agreement for a period of (a) 15 days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30-day period and proceeds with due diligence to fully cure the default.

13. **Indemnity.** Owner and SSLP each indemnifies 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/or occupancy of the Site by the indemnifying party. This indemnity does not apply to any claims arising from the sole negligence or intentional misconduct of the indemnified party. The indemnity obligations under this Paragraph will survive termination of this Agreement.

14. **Hazardous Substances.** Owner represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. SSLP will not introduce or use any such substance on the Site in violation of any applicable law.

15. **Subordination and Non-Disturbance.** This Agreement is subordinate to any mortgage or deed of trust now of record against the Site. However, promptly after the Agreement is fully executed, Owner will use diligent efforts to obtain a non-disturbance agreement reasonably acceptable to SSLP from the holder of any such mortgage or deed of trust.

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

17. **Insurance.** SSLP will procure and maintain commercial general liability insurance, with limits of not less than $2,000,000 combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance naming Owner as additional insured to be furnished to Owner within 30 days of written request. Such policy will provide that cancellation will not occur without at least 15 days prior written notice to Owner. 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 against the other party in connection with any damage covered by such policy.

18. **Maintenance.** SSLP will be responsible for repairing and maintaining the PCS system and any other improvements installed by SSLP at the Site in a proper operating and reasonably safe condition; provided, however if any such

repair or maintenance is required due to the acts of Owner, its agents or employees, Owner shall reimburse SSLP for the reasonable costs incurred by SSLP 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) if requested by SSLP, Owner agrees promptly to execute and deliver to SSLP a recordable Memorandum of this Agreement in the form of Exhibit B; (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 such 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 shall 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 – Site Description, and , B – Memorandum of PCS Site Agreement.

OWNER: Washington Civil Township of Marion County, Indiana

By: _____

Its: Trustee

S.S./Tax No.: 35-6003915

Address: 1595 East 86th Street; Indianapolis, IN 46240

Date: _____

Sprint Spectrum L.P.
a Delaware limited partnership

By: _____

Its: DIRECTOR OF SITE DEVELOPMENT

Date: 11/27/00

Attach Exhibit A - Site Description and Exhibit B - Memorandum of PCS Site Agreement

EXHIBIT A

April 99

Site Name Greenbriar Fire Station #224

PCS Site Agreement

Site I. D. IN13XC140-E

Site Description

Site situated in the City of Indianapolis, County of Marion, State of Indiana, commonly described as follows:

Greenbriar Fire Station #224
8404 Ditch Road, Indianapolis, IN

Legal Description: SEE ATTACHED LEGAL DESCRIPTION

Sketch of Site:

Not to Scale

Owner Initials _____

SSLP Initials _____

Note: Owner and SSLP may, at SSLP's 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 PCS Site Agreement, Memorandum of PCS Site Agreement, Option Agreement and Memorandum of Option Agreement.]

Lease140E 101200a

EXHIBIT A

April 99

Site Name Greenbriar Fire Station #224 PCS Site Agreement Site I. D. IN13XC140-E

Legal Description Attachment

Part of the Northeast Quarter of the Northeast Quarter of Section 21, Township 17 North, Range 3 East in Marion County, Indiana, more particularly described as follows:

Beginning at the Southeast corner of the said Quarter Quarter section, thence North 00 degrees 03 minutes 59 seconds West along the East line of the said Quarter Quarter Section 150.00 feet; thence South 89 degrees 17 minutes 55 seconds West parallel with the South line of the said Quarter Quarter section 250.00 feet; thence South 00 degrees 03 minutes 59 seconds East parallel with the said East line 150.00 feet to the said South line; thence North 89 degrees 17 minutes 55 seconds East along said South line 250.00 feet to the place of beginning.

Memorandum of PCS Site Agreement

Site Name Greenbriar Fire Station #224 **PCS Site Agreement** **Site I. D. IN13XC140-E**

Exhibit B

This memorandum evidences that a lease was made and entered into by written PCS Site Agreement dated 11-27-, 2000, between Washington Civil Township of Marion County, Indiana ("Owner") and Sprint Spectrum L.P., a Delaware limited partnership ("SSLP").

Such Agreement provides in part that Owner leases to SSLP a certain site ("Site") located at 8404 Ditch Road, City of Indianapolis, County of Marion, State of Indiana, within the property of Owner which is described in Exhibit A attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on 11-27-, 2000, which term is subject to four (4) additional five (5) year extension periods by SSLP.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

"OWNER"

Washington Civil Township of Marion County, Indiana

By: [signature]

Name: GWENDOLYN M. HORTH

Title: WASHINGTON TOWNSHIP TRUSTEE

Address: 1595 East 86th Street; Indianapolis, IN 46240

"SSLP"

Sprint Spectrum L.P.

By: [signature]

Name: PETER HARTWICK

Title: DIRECTOR OF SITE DEVELOPMENT

Address: 9801 West Higgins Road; Rosemont, IL 60018

Owner Initials [initials]

SSLP Initials [initials]

Attach Exhibit A - Site Description
[Notary Public authentication follows]

Lease140E 101200a

SPRINTCOM, INC. NOTARY BLOCK:

STATE OF ILLINOIS

COUNTY OF COOK

The foregoing instrument was acknowledged before me this 27th day of NOVEMBER, 2000,

by PETER HARTWICK, DIRECTOR OF SITE DEVELOPMENT of

SprintCom, Inc., a Kansas corporation, who executed the foregoing instrument on behalf of such

corporation,

(AFFIX NOTARIAL SEAL)

Shahnaz A. Khan
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF ILLINOIS

My commission expires: 09/02/02

SHAHNAZ A. KHAN
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

Site Name Greenbriar Fire Station #224 **PCS Site Agreement** Site I. D. IN13XC140-E

LP NOTARY BLOCK:

STATE OF ILLINOIS

COUNTY OF COOK

The foregoing instrument was acknowledged before me this 13TH day of November, 2000, by

_____, _____ of

Sprint Spectrum L.P., a Delaware limited partnership, who executed the foregoing instrument on behalf of such limited partnership.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF IL

My commission expires:
2-03-01

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

OFFICIAL SEAL
KRISTYNA C RYAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/03/01

WNER NOTARY BLOCK:

STATE OF Indiana

COUNTY OF Marion

The foregoing instrument was acknowledged before me this 16th day of October, 2000, by

Sharon K. Dollar, Township Administrator of

Washington Civil Township of Marion County, Indiana, who executed the foregoing instrument on behalf of such

_____.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF Indiana

My commission expires:
2/24/07

Sharon K. Dollar
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

This instrument prepared by:

e Law Offices of Richard Connor Riley & Associates
0 South County Line Road – Suite #1
Burr Ridge, Illinois 60521
Attn: Sprint Division – (630) 789-1900

After recording, return to:

Leasing Department
SPRINT SPECTRUM L.P.
9801 W. Higgins Road
Rosemont, IL 60018

Lease140E 101200a