

A RESOLUTION AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO A SITE LEASE AGREEMENT WITH AT&T WIRELESS PCS, INC. AND DECLARING AN EMERGENCY

WHEREAS, pursuant to Resolution No. 85-1996 (as amended 1-22-97) passed by this Council on January 22, 1997, Council authorized the Mayor and Finance Director to enter into a site lease agreement with AT&T Wireless PCS, Inc., contingent upon final approval by Council of a site plan, detailed specifications and compensation; and

WHEREAS, Council has reviewed the site plan with detailed specifications and the amount of compensation to be received by the Village as rent for the site lease and is in agreement therewith;

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Richfield, State of Ohio:

SECTION 1. That the Mayor and Finance Director be, and they are hereby, authorized and directed to enter into a Site Lease Agreement with AT&T Wireless PCS, Inc. in the form of the Site Lease Agreement which is attached hereto and incorporated herein as Exhibit "A" and which includes detailed specifications and a Site Plan.

SECTION 2. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that it is immediately necessary to provide communications for safety forces; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed: March 4, 1997

*Robert Hooper*  
President of Council

*Ronald H. Larsen*  
Mayor

Dated: 3/5/97

ATTEST:

*Carol Gibson*

Clerk of Council

THIS LEASE IS THE PROPERTY OF:

State: Ohio  
City: Village of Richfield  
Cell I.D.: CL-067-04  
AT & T Wireless PCS, Inc.  
25000 Great Northern Corp. Center, Suite 444  
North Olmsted, Ohio 44070

### SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT ("Agreement") is entered into this 5th day of March, 1997, ("Effective Date") between AT&T Wireless PCS, Inc., by and through its agent Wireless PCS, Inc., a Delaware Corporation, dba AT&T Wireless Services ("Tenant") and the Village of Richfield, an Ohio municipal corporation ("Landlord").

1. Subject to the following terms and conditions, Landlord agrees to lease to Tenant a portion (the "Premises"), described on Exhibit B, of the real property (the "Property"), as described on Exhibit A and owned by Landlord.

2. Landlord agrees to cooperate with Tenant in obtaining and maintaining zoning approvals, where necessary, licenses, tests and permits for construction, maintenance and operation of Tenant's Antenna Facilities, provided same are at Tenant's expense and do not bind Landlord, the Premises or the Property if the Agreement is terminated. Upon request, Tenant shall provide the Landlord with the results of all such tests and with all filings, permits and licenses submitted to or received from all regulatory authorities. Tenant shall restore the Premises and indemnify and defend Landlord against loss or damage from exercise of this lease.

Tenant shall have the right, at its expense, to erect and maintain on the Premises all improvements, personal property and related facilities, including, but not limited to, antenna tower and base (the "Tower"), transmitting and receiving antennas, and an electronic equipment shelter (collectively the "Antenna Facilities") for Tenants' "Permitted Use" which includes the transmission

and reception of radio communication signals. (The description and all specifications of the Tower and the Antenna Facilities are attached hereto as Exhibit C, which also includes a detailed Site Plan of the Property, the Premises, the Tower, the Antenna Facilities, and all facilities related thereto and which Exhibit C shall be mutually agreed to by the parties and such agreement shall not be unreasonably withheld or delayed).

The Tower will be a monopole structure approximately 195 feet in height. Tenant will erect a Tower with the loading capabilities of supporting three (3) antenna platforms of equal loading capacity. The uppermost platform shall be for the sole use of the Tenant, except as otherwise may be shown on Exhibit C. Tenant acknowledges that it is the desire of Landlord to minimize the number of towers in the Village of Richfield and to that end to encourage colocation of other wireless communication providers on the Tower. Tenant will allow reasonable access to the tower site to prospective future tenants or licensees who are FCC-licensed personal wireless service providers and will use reasonable efforts to lease space on the Tower and the Premises to such tenants or licensees. Notwithstanding the foregoing, any lease or license to such future tenants or licensees shall be upon commercially reasonable terms and conditions which shall be within the discretion of Tenant.

Tenant grants to Landlord an exclusive license, for the term of this Agreement, to space on the Tower which shall consist of space for one (1) platform and the space necessary for two (2) or three (3) whip antennas (800 MHz) for Landlord's own communication needs. Landlord may sublicense its platform space on the Tower, subject to the terms and conditions set forth herein and with fifteen (15) days prior written notice to Tenant. Upon construction of the Tower, Tenant shall, at its expense, provide Landlord's two (2) or three (3) whip antennas (800 MHz) as necessary, and the necessary cable and tower top amplifier to connect the antennas to Landlord's radios and install

the same on the Tower for Landlord's municipal and safety services radio communications. Tenant will consult with Landlord's tower consultants or such other person or entity as may be determined by Landlord (and each party shall bear the cost of any outside consultants retained by them for such purpose) to establish specific design and location of Landlord's antennae or the antennae of Landlord's sublicensee and to insure that the loads generated by Landlord's antennae and the antennae of Landlord's sublicensee do not exceed structural capabilities of the Tower or interfere with Tenant's use of the Premises, as defined in paragraph 6 below. (The space on the Tower and the space on or within the Premises licensed to Landlord and for Landlord's use is shown on and described in Exhibit C attached hereto.)

If Tenant vacates the Premises and terminates this Agreement, Tenant shall either: (i) at Landlord's request, transfer ownership of the Tower to Landlord, at no expense to Landlord; or (ii) if Landlord does not request transfer of ownership prior to the date of termination, Tenant shall remove the Tower at Tenant's expense and, to the extent reasonable, restore the Premises to its condition at the commencement of this Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Upon such transfer of ownership of the Tower, Tenant shall no longer be responsible for any insurance, maintenance or other issues relating to or arising from ownership of the Tower.

Tenant may construct, maintain, repair, replace or remove the Antenna Facilities, including sleeves, conduit and cable across the Property to serve the Premises, no part of which shall become a fixture and all of which shall remain the personal property of Tenant, and may be mortgaged by Tenant. Landlord waives all Landlord liens against the Antenna Facilities.

3. Landlord grants a lease of the Premises, as described in Exhibit B to Tenant for a term of five (5) years, with a "Commencement Date" of the date Tenant receives all permits required for

construction of the Antenna Facilities and terminating at midnight on the day of the 5th anniversary of the Commencement Date. This Agreement shall automatically renew on the same terms, except that Rent shall be increased as of the first day of each Renewal Term by twenty percent (20%) of the rent currently in effect for the previous term for five (5) successive "Additional Terms" of five (5) years each as set forth in Paragraph 4 below, unless Tenant gives Landlord written notice at least thirty (30) days prior to the expiration of the initial term or any Additional Terms stating Tenant will terminate the Agreement at the end of the initial term or Additional Term then in effect.

4. "Rent":

<u>Yearly Rent</u>	<u>Period</u>
\$10,800.00	Initial Term
\$12,960.00	1st Additional Term
\$15,552.00	2nd Additional Term
\$18,662.40	3rd Additional Term
\$22,394.88	4th Additional Term
\$26,873.86	5th Additional Term

Rent shall be payable, in advance, at Landlord's address, on each anniversary of the Commencement Date, without notice or demand of Landlord. Rent shall be prorated for any partial year with the rent for calendar year 1997 due within fifteen (15) days of final execution of this Agreement.

5. Tenant shall not, except as permitted by the Agreement, use the Premises in any way which interferes with the use of the Property by Landlord and other tenants and shall properly maintain the Tower, Antenna Facilities and all related facilities during the term of this Agreement. Landlord shall not use, or permit others to use the Property in any way which interferes with Tenant's Permitted Uses.

6. Landlord shall not use, nor shall Landlord permit its tenants, licensees, employees, invitees or agents to use any portion of any of the Premises or Landlord's Property in any way which

interferes with the operations of Tenant. Without limiting the generality of the foregoing, Landlord hereby acknowledges that in the event of any interference with Tenant's Permitted Use as a result of the transmission and/or reception of communications signals by another tenant, licensee or occupant of the Premises (whether by an Existing Tenant or Future Tenant, licensee or occupant), Tenant's rights hereunder to conduct Tenant's Permitted Use shall be and remain superior to the rights of any such tenant, licensee or occupant. Such interference shall be deemed a material breach by the interfering party, who shall, upon notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this lease immediately upon notice. In order to facilitate resolution of interference issues, Tenant agrees, upon request from Landlord or agent of Landlord, to provide Landlord with copies of all FCC-issued radio transmitter licenses which apply to transmitters operated on the premises by Tenant and any sublessees or sublicensees. If said licenses are not specific with regard to exact transmitter frequencies in use, Tenant shall provide supplementary information so as to detail all emissions from the Premises.

7. Tenant shall be in default upon failure to pay Rent within 10 days after written notice, and shall pay a late charge of 4% of the overdue Rent beginning on the day after each anniversary of the Commencement Date, plus the rent to cure; Landlord shall be in default upon failure to cease interference within 30 days after written notice; and either party shall be in default upon their failure to observe or perform any other of their respective obligations for thirty (30) days after written notice, unless the default cannot be cured within 30 days and the party in default commences a cure within 30 days of notice and works diligently to cure.

8. Landlord shall provide: (a) access to Tenant to obtain electricity for the Premises, provided electricity shall be separately metered to Tenant; (b) ingress and egress across the Property from an improved public road; and (c) 24 hour, 7 day per week access over the Property to construct, maintain and service the Premises and the Antenna Facilities, all of which shall be located as set forth in the Site Plan attached hereto as Exhibit C. All utilities required to serve the Tower and Antenna Facilities shall be located underground at Tenant's expense from the nearest access point to the equipment shelter and all areas disturbed by the work required to place the utilities underground shall be restored by Tenant, at its expense, to their condition prior to such work being commenced.

9. Tenant shall provide a landscape buffering screen at its expense around the perimeter of the Antenna Facilities in areas designated by and as reasonably required by Landlord.

10. Tenant may terminate this Agreement, without further liability, on 30 days' written notice if: (a) Tenant is unable to obtain or loses any governmental approval necessary to construct or use the Antenna Facilities in Tenant's business. Tenant shall have no obligation to appeal or seek renewal of such governmental approval; or (b) the Premises, in Tenant's good faith judgment, are or become unacceptable or unusable under Tenant's then current design or engineering specifications for the Antenna Facilities or the Permitted Use or the communications system to which the Antenna Facilities belong.

This Agreement may also be terminated, without any penalty or further liability, immediately upon written notice if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction and Tenant shall be entitled to the reimbursement of any Rent prepaid by

Tenant. If Tenant elects to continue this Agreement, then all Rent shall abate until the Premises and/or Antenna Facilities are restored to the condition immediately prior to such damage or destruction.

11. Tenant shall pay personal property taxes attributable to the Antenna Facilities. Tenant shall not be responsible for payment of any real property taxes, fees and assessments attributable to the Property and Premises. Tenant will carry comprehensive commercial general liability insurance in an aggregated amount of \$2,000,000.00 and name Landlord as an additional insured on the policy or policies. Landlord and Tenant shall look solely to insurance for loss due to any peril which is covered by their respective property insurance policies and neither party's insurance company shall be subrogated to a claim against the other party. The parties shall share in a condemnation award in proportion to their interest in the property taken.

Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability, or any claims in respect of the foregoing, costs or expenses, including reasonable attorneys' fees, arising from the installation, use, maintenance, repair, or removal of the Tower and/or Antenna Facilities, except for claims arising out of the negligent or intentional acts or omissions of Landlord, its employees, agents or independent contractors.

Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability, or any claims in respect of the foregoing, costs or expenses, including reasonable attorneys' fees, arising from any act, omission or negligence of Landlord or its employees or agents, except to the extent attributable to the negligent or intentional acts or omissions of Tenant, its employees, agents or independent contractors.



12. All notices and demands shall be in writing and shall be deemed given if personally delivered, mailed by certified mail, return receipt requested, or sent by overnight carrier to the following:

Landlord

Village of Richfield  
4410 W. Streetsboro Road  
Richfield, Ohio 44286  
Attention: Mayor

Tenant

AT&T Wireless PCS, Inc.  
25000 Great Northern Corp.  
Center 1, Suite 444  
North Olmsted, Ohio 44070  
Attn: Director of System  
Development

AT&T Wireless PCS, Inc.  
25000 Great Northern Corporate  
Center 1, Suite 444  
North Olmsted, Ohio 44070  
Attn: General Counsel

13. Tenant represents, warrants and covenants that it will conduct its activities on the Property in compliance with all applicable Environmental Laws (as defined in attached Exhibit D). Landlord represents, warrants and agrees that it has in the past and will in the future conduct its activities on the Property in compliance with all applicable Environmental Laws and that the Property is free of Hazardous Substances (as defined in Exhibit D) as of the date of this Agreement.

14. Landlord agrees to defend, indemnify and hold Tenant harmless from and against any and all claims, causes of action, demands, and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Tenant may suffer due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substances to other properties or released into the environment, that relate to or arise from Landlord's activities during this Agreement and from all activities on the Property prior to the commencement of this Agreement.

Tenant agrees to defend, indemnify and hold Landlord harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Landlord may

suffer due to the existence or discovery of any Hazardous Substance on the Property or the migration of any Hazardous Substance to other properties or released into the environment, that are caused by or result from Tenant's activities on the Property.

15. Landlord covenants and warrants to Tenant that: (i) Landlord has full right, power and authority to execute this Agreement; (ii) Landlord has good and unencumbered title to the Property free and clear of any liens or mortgages, except those disclosed to Tenant and set forth in Exhibit E attached hereto and which will not interfere with Tenant's rights to or use of the Premises; (iii) execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord. Landlord further covenants and warrants that Tenant shall have the quiet enjoyment of the Premises during the term of this Agreement or any renewal thereof. Landlord represents and warrants that it is a municipal corporation in Ohio and that the person executing this Agreement on Landlord's behalf is duly authorized and has the full right, title and authority to execute and deliver this Agreement on behalf of the Landlord, and that this Agreement is binding upon Landlord in accordance with its terms.

Tenant represents and warrants that it is a corporation licensed to do business in Ohio and that the person(s) executing this Agreement on Tenant's behalf is duly authorized and has the full right, title and authority to execute and deliver this Agreement on behalf of the Tenant, and that this Agreement is binding upon Tenant in accordance with its terms.

Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Tenant, such title report shows any defects of title or any liens or encumbrances which may adversely affect Tenant's use of the Premises or Tenant's ability to obtain leasehold financing, Tenant shall have the right to terminate this Agreement upon written notice to Landlord.

Tenant shall also have the right to have the Property surveyed and, in the event that any defects are shown by the survey which, in the opinion of Tenant, may adversely affect Tenant's use of the Premises or Tenant's ability to obtain leasehold financing, Tenant shall have the right to terminate this Agreement upon written notice to Landlord.

16. Tenant may assign this Agreement and its other rights hereunder, including without limitation, its right to renew, or sublet the Premises or any portion thereof, exclusive of the portion licensed to Landlord, to any person or business entity which is licensed by the Federal Communications Commission, or its successors, to operate a wireless communications business; is a parent, subsidiary or affiliate of Tenant; controls or is controlled by or under common control with Tenant; is merged or consolidated with Tenant; or purchases a majority or controlling interest in the ownership or assets of Tenant. Upon notification to Landlord by Tenant of any such action, Tenant shall be relieved of all future performance, liabilities and obligations under this Agreement. Tenant may not otherwise assign or sublet this Agreement without Landlord's consent, which shall not be unreasonably withheld or delayed. In the event that Tenant sublets space on the Tower and Premises to an entity other than one associated with Tenant as a parent, subsidiary, or affiliate of Tenant, Tenant shall, in a timely fashion, notify Landlord in writing and provide Landlord with fifty percent (50%) of all of the subletted Rent income. Tenant shall be responsible for the negotiation of sublease issues.

17. Each party shall execute necessary documents for the Premises, Antenna Facilities and Permitted Uses including truthful and reasonable estoppels; memoranda of this Agreement; subordinations, which include non-disturbance clauses; and zoning and permitting requests, applications and authorities upon not more than 30 days' prior notice. This Agreement shall be construed according to the laws of the State of Ohio, shall be construed according to the fair meaning

of the language, not strictly construed against either party, and may be signed in counterparts; may be assigned or sublet; is the complete agreement; and is binding on successors and assigns. In this Agreement, "include" means "including and not limited to."

Dated as of the date first set forth above.

Signed and acknowledged in the

LANDLORD:

VILLAGE OF RICHFIELD, an Ohio  
municipal corporation

Joyce Remeo  
Print Name: JOYCE REMEO

Jo Ann Maupin  
Print Name: JO ANN MAUPIN

Joyce Remeo  
Print Name: JOYCE REMEO

Jo Ann Maupin  
Print Name: JO ANN MAUPIN

By: Donald Larsen  
Donald Larsen  
Its: Mayor

By: Eleanor Lukovics  
Eleanor Lukovics  
Its: Director of Finance

APPROVED AS TO LEGAL  
FORM AND CORRECTNESS:

Charles T. Riehl  
Charles T. Riehl, Director of Law

TENANT:

AT&T WIRELESS PCS, INC., by and through its agent, Wireless PCS, Inc., a Delaware Corporation, dba AT&T Wireless Services

*Stacey Lambert*  
Print Name: STACEY LAMBERT

By: *Kevin S Philip*  
Kevin S. Philip  
Director, System Development

*Denise McEntyre*  
Print Name: DENISE MCENTYRE

LANDLORD

STATE OF OHIO )  
) SS:  
COUNTY OF Summit )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of March, 1997 by *Donald Larsen, as Mayor*, on behalf of the Village of Richfield, Ohio.

*Joann Maupin*  
Notary Public

JOANN MAUPIN, Notary Public  
Residence - Summit County  
State Wide Jurisdiction, Ohio  
My Commission Expires Oct. 10, 2000

STATE OF OHIO )  
) SS:  
COUNTY OF Summit )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of March, 1997 by *Eleanor Lukovics, Its Director of Finance*, on behalf of the Village of Richfield, Ohio.

*Joann Maupin*  
Notary Public

JOANN MAUPIN, Notary Public  
Residence - Summit County  
State Wide Jurisdiction, Ohio  
My Commission Expires Oct. 10, 2000

TENANT

STATE OF OHIO )  
 ) SS:  
COUNTY OF CUYAHOGA )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of March, 1997 by *Kevin S. Philip, Director of <sup>System Development</sup> Business Operations of AT&T Wireless PCS, Inc.*, by and through its agent Wireless PCS, Inc., a Delaware Corporation, dba AT&T Wireless Services, on behalf of the corporation.

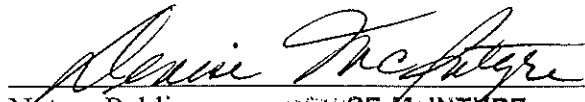
  
\_\_\_\_\_  
Notary Public      **DENISE MCINTYRE**  
NOTARY PUBLIC STATE OF OHIO  
Recorded in Cuyahoga County  
My Comm. Expires June 8, 1999

Exhibit A

LEGAL DESCRIPTION

To the Site Lease Agreement dated March 5, 1997 between the Village of Richfield, Ohio and AT&T Wireless PCS, Inc. by and through its agent, Wireless PCS, Inc., a Delaware Corporation, dba AT&T Wireless Services as Tenant, which Property is legally described as follows:

Situated in the Village of Richfield, County of Summit and State of Ohio and known as being part of Lot No. 9, Tract 2, further being bounded and described as follows, to wit: Beginning at a point in the North line of said Lot No. 9 and the center line of the Camden-LaGrange-Richfield Road now known as Streetsboro Road S.R. 303, which point is 293.87 feet west of the Northeast corner of said Lot No. 9; thence West along the north line of said Lot No. 9 and the center of said Camden-LaGrange-Richfield Road, a distance of 356 feet to a point; thence South 0 deg. 35' West parallel to the East line of said Lot No. 9, a distance of 1250.70 feet to an iron pipe (iron pipe is set on this line 30 feet from the center line of said Camden-LaGrange-Richfield Road); thence East parallel to the North line of said Lot No. 9 a distance of 356 feet to a marked sand stone; thence North 0 deg. 35' East parallel to the East line of said Lot No. 9 a distance of 1250.70 feet to the place of beginning of land, as surveyed by W. S. Mathews in December 1943, be the same more or less, but subject to all legal highways.

10  
WHL  
EH



Exhibit B

To the Site Lease Agreement dated March 5, 1997 between the Village of Richfield, Ohio, as Landlord, and AT&T Wireless PCS, Inc. by and through its agent, Wireless PCS, Inc., a Delaware Corporation, dba AT&T Wireless Services, as Tenant.

The location of the Premises within the Property is more particularly described or depicted as follows:

Situated in the Village of Richfield, County of Summit and State of Ohio and known as being a part of Lot 9, Tract 2 and is bounded and described as follows:

Beginning at a point in the centerline of West Streetsboro Road (State Route 303) at the northwesterly corner of land conveyed to the Village of Richfield by instrument recorded in Volume 5031, Page 411 of the Summit County Records;

Thence easterly along the centerline of said West Streetsboro Road (State Route 303) South 89°45'59" East, a distance of 30.52 feet to a point;

Thence southerly by a line which bears South 00°35'00" West, a distance of 650.00 feet to a point;

Thence southeasterly by a line which bears South 45°59'45" East, a distance of 139.68 feet to a point;

Thence continuing southeasterly by a line which bears South 23°33'27" East, a distance of 135.00 feet to a point;

Thence easterly by a line which bears South 82°24'39" East, a distance of 50.00 feet to a point;

Thence continuing easterly by a line which bears South 62°24'28" East, a distance of 44.69 feet to the principal point of beginning of the following described easement;

COURSE I Thence easterly by a line which bears South 81°08'10" East, a distance of 60.00 feet to a point;

COURSE II Thence southerly by a line which bears South 08°51'50" West, a distance of 80.00 feet to a point;

COURSE III Thence westerly by a line which bears North 81°08'10" West, a distance of 60.00 feet to a point;

COURSE IV Thence northerly by a line which bears North 08°51'50" East, a distance of 80.00 feet to the principal point of beginning and containing 0.110 of an acre of land as calculated and described in November, 1996 by Richard J. Bilski, Ohio Professional Surveyor No. 5244 of CT Consultants, Inc.

(Land survey to be provided to Landlord upon completion and to be fully incorporated herein).

Exhibit C

DESCRIPTION, SPECIFICATIONS AND DETAILED SITE PLAN

To the Site Lease Agreement dated March 5, 1997 between the Village of Richfield, Ohio and AT&T Wireless PCS, Inc. by and through its agent, Wireless PCS, Inc., a Delaware Corporation, dba AT&T Wireless Service as Tenants, which is a set of plans identified as "Tenant Improvement Village of Richfield, Site No. CL-067-05" consisting of five (5) sheets which shall be executed by the parties.

*AP  
DHS  
ER*

Exhibit D

ENVIRONMENTAL LAWS

To the Site Lease Agreement dated March 5, 1997 between the Village of Richfield, Ohio, as Landlord, and AT&T Wireless PCS, Inc. by and through its agent, Wireless PCS, Inc., a Delaware Corporation, dba AT&T Wireless Services, as Tenant.

As used in this Agreement, "Environmental Laws" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits pertaining to the protection of human health and/or the environment, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the Clean Air Act, 42 U.S.C. Section 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. Section 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. Section 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. Section 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. and Ohio or any other comparable local, state or federal statute or ordinance pertaining to the environmental or natural resources and all regulations pertaining thereto. This definition includes all federal, state and local land use laws dealing with environmental sensitivity including, but not limited to, laws regarding wetlands, steep slopes, aquifers, critical or sensitive areas, shore lines, fish and wildlife habitats or historical or archeological significance.

As used in this Agreement, "Hazardous substances" means any hazardous substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time; any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time; any and all material or substance defined as hazardous pursuant to any federal, state or local laws or regulations or order and any substance which is or becomes regulated by any federal, state or local governmental authority; any oil, petroleum products and their by-products.

HP  
RHL  
EL

Exhibit E

To the Site Lease Agreement dated March 5, 1997 between the Village of Richfield, Ohio, as Landlord, and AT&T Wireless PCS, Inc. by and through its agent, Wireless PCS, Inc., a Delaware Corporation, dba AT&T Wireless Services, as Tenant.

The following is a list of liens and mortgages currently on the Property:

A title report will replace Exhibit E.

IP  
DHL  
EL



PCS Division

AT&T Wireless Services  
Suite 444  
25000 Great Northern Corporate Cent  
North Olmsted, OH 44070  
216 716-3500  
TOLL FREE 888 992-8897  
FAX 216 716-3700

March 25, 1997

Mayor Donald Larsen  
Village of Richfield  
4410 West Streetsboro Road  
P.O. Box 387  
Richfield, OH 44286-0387

RE: Addendum of Site Lease Agreement

Dear Mayor Larsen:

This letter shall serve as an addendum to the Site Lease Agreement entered into between the Village of Richfield and AT&T Wireless PCS, Inc. dated March 5, 1997. AT&T Wireless PCS, Inc. agrees that in consideration of the issuance of a building permit by the Village for construction of the tower facilities pursuant to the above-referenced Site Lease Agreement, AT&T Wireless PCS, Inc. agrees not to construct a tower or any antenna facilities on the Township-owned property adjoining the property which is the subject of the above-referenced Site Lease Agreement with the Village of Richfield.

Sincerely,

AT&T Wireless PCS, Inc.

By: *Kevin S Philip*  
Kevin S. Philip  
Director, System Development