

ADDENDUM NO. 1
to the
Request for Qualifications

Cellular Antenna Installation Support Services
Engineering No.: 20-024

TO ALL HOLDERS OF REQUEST FOR QUALIFICATIONS:

Your attention is directed to the following interpretations of, changes in, and additions to the Request for Qualifications for the above referenced project.

A. In Section 2.1. Scope of Work

1. On page 6, After "The Consultant shall meet with Water Authority's senior staff and develop a complete understanding of our goals and objectives for our cellular leases." **ADD:** "Meetings may be held by telephone or video conference."
2. On Page 6, After bullet "Verify equipment and any upgrades are in compliance with terms and conditions." **ADD:** "Water Authority's staff may take pictures of cellular installations as necessary for Consultant's use."

B. After Section 4 - General Information for the Proposer

1. **INSERT:** The attached:
 - a. Appendix A - Representative Lease Agreements"
 - b. Appendix B - Table of Cellular Lease Income

MONROE COUNTY WATER AUTHORITY



Stephen M. Savage, P.E.
Director of Engineering

Attachments

Appendix A

Representative Lease Agreements

Water Authority's
Original
Churchville Tank
- Verizon Wireless

LEASE

Between

MONROE COUNTY WATER AUTHORITY

And

BELL ATLANTIC MOBILE OF ROCHESTER, L.P., d/b/a VERIZON WIRELESS

Dated as of: October 2, 2008

Premises: Churchville Tank Site, Village of Churchville, New York

Attorney for Authority:

CUMMINGS LAW OFFICES, PLLC
1577 W. Ridge Road, Suite 207
Rochester, New York 14615
Tel. (585) 663-2150 Fax (585) 663-3962

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THIS LEASE, made as of this 2nd day of October, 2008, by and among MONROE COUNTY WATER AUTHORITY, a public benefit corporation with offices at 475 Norris Drive, Rochester, New York 14610 ("Authority" and "Landlord"), and BELL ATLANTIC MOBILE OF ROCHESTER, L.P., d/b/a VERIZON WIRELESS with its principal offices at One Verizon Way, Mail Stop 4A W100, Basking Ridge, New Jersey 07920 ("Tenant").

WITNESSETH:

WHEREAS, Authority and Village of Churchville ("Village") have heretofore entered into a certain lease agreement for operation of the water district dated December 27, 2004 (the "Water Supply Lease") and which term of the Water Supply Lease does not expire until January, 2045; and

WHEREAS, pursuant to the Water Supply Lease, Landlord operates and maintains a certain Water Storage Tank (the "Tank") on property owned by Village and situate at 11 Tower Lane in the Village of Churchville, Monroe County, New York, known as the "Churchville Tank" bearing Tax Account No. 143.7-1-8 (the "Property") and being more particularly described by the legal description annexed hereto as Exhibit "A" and made a part hereof; and

WHEREAS, pursuant to Section 1096 of the New York Public Authorities Law, Authority has the power to lease real property "for its corporate purposes"; and

WHEREAS, Landlord has determined that the premises to be demised hereunder are not currently required exclusively for water supply purposes; and

WHEREAS, Tenant is licensed by the Federal Communications Commission ("FCC") to provide wireless communications system services in Monroe County, New York; and

WHEREAS, Tenant desires to mount, affix and otherwise construct and attach various components and equipment on one or more portions of the Tank, and on land in close proximity to the Tank, to operate a wireless communications facility in accordance with the terms and conditions hereof.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and the sum of One Dollar (\$1.00) and other good and valuable consideration, the payment and receipt of which is hereby acknowledged, the parties hereto do agree as follows:

SECTION 1 PREMISES

1.1 Landlord hereby subleases to Tenant and Tenant hereby takes from Landlord, for the term and upon the terms, covenants and conditions set forth in this Lease, certain land, being
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that portion of the Property more particularly described on the Property Plan attached hereto as Exhibit "B" and made a part hereof ("Premises"), together with the right of access to and from the Premises for installation and maintenance of equipment deemed necessary by Tenant and for all utility service to the Premises and "Tenant's Installations", as hereinafter defined, all as more particularly shown on Exhibit "B".

1.2 The Premises will be used by Tenant for the purpose of installing, removing, replacing, maintaining and operating, at Tenant's expense, a wireless communication facility, including without limitation, antenna equipment, fixtures and related equipment on the Tank and on a small portion of the land under or near the Tank ("Tenant's Installations"). This Lease does not permit construction or operation of a tower or pole of any kind anywhere on the Property (except as may be permitted pursuant to Section 5.5 hereof).

1.3 The procurement of all necessary licenses and permits for the erection, construction, maintenance and operation of Tenant's Installations and any other certificates or permits which may be required are the obligation of Tenant and all fees and expenses in connection therewith shall be paid by Tenant, provided that Landlord shall cooperate with Tenant in procuring them, as long as Tenant pays any and all direct and indirect expenses related thereto. In the construction of all improvements upon the Premises, and for any and all repairs of or alterations to Tenant's Installations as provided in Section 5 of this Lease, Tenant will comply with all laws, ordinances and regulations of all governments and bureaus concerned with said construction.

1.4 Tenant will solve interference problems with other telecommunications systems existing at the Property as of the date of this Lease. Landlord may install other equipment, including communications systems, and may permit other persons or entities to install such equipment, provided such installations comply with all applicable FCC regulations and provided they do not interfere with Tenant's operations. Prior to Tenant's initial construction of Tenant's Installations and after any further changes from frequency band charges, Tenant will pay the cost of any necessary interference studies. Tenant's Installations, and the operation and maintenance thereof, will not interfere with Landlord's use, enjoyment, function, safety and maintenance of the Property. All Tenant Installations shall be constructed and installed in a good workmanlike manner.

1.5 Tenant's Installations shall be installed in accordance with the construction plans and drawings to be attached hereto as Exhibit "C" and made a part hereof ("Tenant's Construction Drawings"). Tenant's Construction Drawings shall be certified by a New York licensed professional engineer and shall be subject to the approval of Landlord which shall not be unreasonably withheld. Any such approval (or disapproval) by Landlord of Tenant's Construction Drawings shall be in writing and in the event of any disapproval, the reasons therefore shall be stated in writing. Tenant acknowledges that no such approval by Landlord shall be deemed a representation by Landlord that such Tenant's Plans and Specifications comply with applicable federal and state occupational and safety laws and regulations. Upon completion of Tenant's Installations, Tenant's professional engineer shall certify to Landlord that all Tenant Installations have been completed and are in conformance with the Tenant's Construction Drawings. Landlord shall also have the right to inspect the work to insure that Tenant's

Installations have been completed in accordance with Tenant's Construction Drawings which have previously been approved by Landlord. Tenant and Landlord agree that Tenant will not activate its equipment within the Premises until after (a) Landlord's inspection and approval of Tenant's Installations, and (b) Tenant has provided written certifications from Tenant's New York licensed professional engineer that Tenant's Installations have been completed in conformance with Tenant's Construction Drawings. Landlord agrees to make such inspection within ten (10) days of the completion of Tenant's Installations, provided that Tenant has given Landlord written notice at least 14 days in advance of the completion date. Otherwise such inspection will be done within 24 days of receipt of said notice of completion. Landlord's inspections of the work, the reasonable cost of which, together with \$3,200.00 for costs incurred by the Landlord for engineering reviews of Tenant's Construction Drawings (and amendments thereto), shall be paid by Tenant within thirty (30) days of Tenant's receipt of invoices for such inspections from Landlord. Landlord will direct Tenant, and Tenant shall promptly comply with such directions, to correct any work deemed improperly performed or make any repairs to, or undertake maintenance of, the Tank and its supporting structures and appurtenances, at Tenant's sole cost and expense, that Landlord reasonably deems necessary as a result of Tenant's Installations.

1.6. EXCEPT FOR THE TERMS AND CONDITIONS OF PARAGRAPH 21 HEREOF, LANDLORD MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE USE, OPERATION, SAFETY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, TENANT'S USE OF THE PREMISES SHALL BE ON AN "AS IS" BASIS. All such risks, as between Landlord and Tenant, except for these risks caused by or resulting from the acts or omissions of Landlord, its agents, employees, contractors and invitees, are to be borne by Tenant. Without limiting the foregoing, and unless caused by the acts or omissions of Landlord, its agents, employees, contractors or invitees, Landlord shall have no responsibility or liability to Tenant or any other person with respect to any of the following: (i) the delivery, installation, operation, servicing, maintenance, repair, improvement or replacement of Tenant's Installations; (ii) the use, operation or performance of Tenant's Installations or any risks relating thereto; (iii) any liability, loss or damage caused or alleged to be caused directly or indirectly by Tenant's Installations, any inadequacy thereof, any deficiency or defect (latent or otherwise) therein, or any other circumstances in connection therewith; or (iv) any interruption of services, loss of business or anticipated profits or consequential damages.

SECTION 2 TERM

2.1 The initial five (5) year term of this Lease ("Initial Term") shall commence on the earlier of the date work is begun on Tenant's Installations at the Premises by or on behalf of the Tenant or 180 days from the date this Lease is signed by all parties hereto (the "Commencement Date"), and shall expire five years from the Commencement Date. Tenant shall have the right to renew this Lease for up to four (4) additional five (5) year periods ("Renewal Terms"). Such renewals shall be automatic, unless Tenant gives Landlord written notice at least sixty (60) days

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prior to the expiration of the Initial Term or Renewal Term then in effect that it will not renew this Lease. In no event, however, shall any Renewal Term be deemed to extend beyond the date on which the term of the Water Supply Lease expires.

SECTION 3 RENT/ TAXES

3.1 (a) Tenant covenants and agrees to pay to Authority and Village by way of annual rental for the Premises the collective sum of \$23,400.00 payable annually in advance to Authority and Village on the Commencement Date and on the same month and day each year thereafter during the term, and any renewal thereof, of this Lease ("Rent"). Tenant shall pay the Rent as follows: **forty percent (40%) to the Village of Churchville and sixty percent (60%)** to the Monroe County Water Authority, or in such other proportion as Authority and Village shall so advise Tenant in writing. Upon execution of this Lease by Tenant, Tenant shall reimburse Authority for its reasonable costs and expenses, including administrative processing fees, to the Authority of \$1,000.00 (which must be pre-paid prior to lease execution), incurred in connection with the preparation and negotiation of this Lease.

3.2 Rent shall increase, as of the first day of each renewal term, by fifteen (15%) percent over the rent in effect for the immediately preceding term.

3.3 For each additional antenna to be installed upon the Tank in excess of Tenant's standard complement of 12 panel antenna, 2 GPS and 1 microwave antenna, Tenant shall, for each additional antenna, dish, whip, panel, YAGI, and GPS unit (collectively, "Antenna") installed by Tenant (or operated or controlled by Tenant) upon the Tank, beyond the initial Tenant Improvements described in Exhibit C, Tenant shall pay an additional annual fee of Six Hundred Dollars (\$600.00) which shall increase annually under the same terms provided in this Lease and shall become part of the Rent.

3.4 RESERVED.

3.5 (a) Excluding Tenant's subsidiaries, parent or affiliates, and subject to Section 11 hereof, if Tenant, upon written consent of the Landlord, allows another ("Sublessee") to install one or more Antennas and/or related components of a wireless or Cellular system on any portion of Tenant's equipment, all rents, fees, commissions and revenues, however so designated, shall be split with the Landlord such that Landlord receives 25% of all such sums. Tenant shall be obligated to furnish written proof and accountings to the Landlord as and when requested to evidence the sublease arrangement and all revenues and consideration being given or exchanged between the Tenant and the Sublessee. All such revenues to be paid to the Landlord shall be paid directly by the payor or forwarded to the Landlord by Tenant within fourteen (14) days of Tenant's receipt thereof.

(b) If no revenues are generated by such installation and location by Sublessee but is the result of a co-location agreement, swap or cooperative or mutual arrangement, the Rent shall be increased by twenty-five (25%) percent over the Rent in effect as of the date of

installation, excluding any public service installations for which Tenant receives no compensation.

3.6 Authority will pay when due all real property taxes attributable to the Property. Tenant will be responsible for payment of any personal and/or real property taxes assessed directly upon the installation and use of Tenant's Installations on the Premises. Tenant will pay to Landlord, as additional rent, any increase in personal and/or real property taxes levied against the Property which are directly attributable to Tenant's use of the Premises, upon delivery of reasonable proof of such increase to Tenant by Landlord. Tenant and/or Landlord shall have the right to challenge any taxes levied on the Property or the Premises due to Tenant's Installations and the parties shall fully cooperate with each other in such challenge.

3.7 RESERVED.

3.8 Tenant shall maintain in full force and effect during the initial term, and any renewal terms and any holdover periods, a performance bond of at least \$20,000.00 covering complete removal from the Premises and Property all of Tenant's equipment and fixtures of every description including, but not limited to, towers, sheds, antennae, fencing and electrical apparatus, in favor of Landlord to insure removal and restoration of the Property upon abandonment and/or lease termination.

SECTION 4
INSURANCE

4.1 Tenant, and all contractors and subcontractors of Tenant, shall carry, at their own expense, comprehensive general liability insurance in an amount no less than \$3,000,000 combined single limit covering personal injury and property damage. Tenant and Tenant's contractors and subcontractors shall name Landlord as an additional insured on such policies. In addition, Tenant's contractors and subcontractors shall provide Landlord with evidence of such insurance, including such worker's compensation insurance as required by New York law, prior to performing any work on the Premises after the commencement date of this Lease.

4.2 Tenant shall maintain at its expense policies insuring against loss or damage to Tenant's Installations by reason of fire or other casualty.

4.3 All insurance required of Tenant by this Lease may be provided under Tenant's blanket policies from time to time in effect.

SECTION 5
REPAIRS, ALTERATIONS AND TITLE TO IMPROVEMENTS

5.1 Tenant may make any alterations, additions and improvements to Tenant's Installations necessary to conduct its business thereon. All such alterations, additions and improvements shall be made only (a) in accordance with plans and specifications certified by a New York licensed professional engineer and provided to Landlord and (b) upon written

approval of Landlord of the certified plans and specifications, which approval shall not be unreasonably withheld. No work shall be commenced until (a) and (b) above have been satisfied. No prior approval shall be required for routine repairs and/or maintenance of the Premises. Tenant shall take good care of the Premises and shall make all necessary repairs to Tenant's Installations. Upon completion of any alterations, additions or improvements, Landlord shall have the right to inspect the work, the reasonable cost of which, together with reasonable costs incurred by the Landlord for engineering reviews of all plans and specifications, shall be paid by Tenant within thirty (30) days of Tenant's receipt of invoices for such inspections from Landlord. Landlord will direct Tenant, and Tenant shall promptly comply with such directions, to correct any work deemed improperly performed or make any repairs to, or undertake maintenance of, the Tank and its supporting structures and appurtenances, at Tenant's sole cost and expense, that Landlord reasonably deems necessary as a result of such alterations, additions or improvements.

5.2 Tenant's Installations will remain, at all times, Tenant's property, whether or not Tenant's Installations would be deemed fixtures under local law, and upon termination of this Lease, Tenant shall remove same pursuant to Section 15.

5.3 Tenant shall cause a written notice to be delivered to Landlord within twenty-four (24) hours after any welding or drilling has been performed by Tenant for work previously approved by the Landlord on any area of the Tank, so that Landlord (or any of its employees, agents or contractors) may inspect the Tank and Premises, the cost of which shall be paid by Tenant. All such inspections will include an inspection of the interior of the Tank pursuant to the direction of Landlord. Landlord will direct Tenant to make any repairs to, or undertake maintenance of, the Tank and its supporting structures and appurtenances that the Landlord reasonably deems necessary as a result of Tenant's welding or drilling. Such repairs and/or maintenance may include, but are not limited to, repainting surfaces to prevent corrosion and rust on exterior and interior portions of the Tank.

5.4 Tenant shall maintain Tenant's installations in good order and repair, structurally, mechanically and cosmetically, and shall keep Tenant's installations safe, secure and in compliance with all applicable codes and regulations. Landlord shall have the right, but not the obligations, to inspect the premises and Tenant installations annually, with a representative of Tenant, upon at least thirty (30) days prior notice. All deficiencies shall be completed at Tenant's expense.

5.5 The parties anticipate that Landlord may be required to perform maintenance or other work on the Tank and, additionally, inspections of the Tank (consisting of approximately one-half (2) day's work) will occur, pursuant to Section 1.5 and 5.1 hereof, approximately once per year, unless unforeseen circumstances arise requiring additional inspections. Landlord shall have the right to perform such maintenance, other work or any activity for water supply operation purposes at such intervals as may be required. During such inspections and work, that portion of Tenant's Installations mounted on the Tank shall be deactivated and, if directed by Landlord, removed entirely. Prior to any such deactivation, Landlord shall notify Tenant, in

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writing, at least forty-five (45) days before any maintenance or inspection (except for inspections pursuant to Section 1.5 and 5.1 hereof) requiring such deactivation or equipment removal. Landlord shall give Tenant a rough estimate of the required deactivation period. Tenant shall, upon receipt of such notice, conduct a radio frequency exposure study and Landlord shall require either: (1) deactivation of the facility during those times when Landlord believes that it is required to insure the safety of maintenance workers, or (2) removal of Tenant's equipment from the tank. All such maintenance, work or inspection activities shall be performed as diligently and expeditiously as possible. During any such deactivation period, Tenant shall have the right to locate and operate a mobile ESMR Antenna facility on the Property, space permitting, to provide continuous SMR service to the public. Plans for any such mobile facility shall be submitted to Landlord and approved by Landlord in writing prior to the location or activation of the mobile facility. If Tenant is not able to operate a mobile facility during any period of deactivation, then for any period of deactivation exceeding one (1) day because of Landlord's Tank maintenance or inspection work, Tenant shall be entitled to a pro-rata reduction of Rent payable to Landlord.

SECTION 6 MECHANIC'S LIENS

6.1 Tenant shall indemnify and save Landlord harmless from and against all loss, liability, costs, attorneys' fees, damages or interest charges as a result of any mechanic's lien or any other lien filed against the Premises as a result of any act or omission or as a result of any repairs, improvements, alterations or additions made by Tenant, its agents or employees.

6.2 Tenant covenants that any such liens shall be bonded or discharged within thirty (30) days after Tenant receives notice thereof.

SECTION 7 INDEMNIFICATION

7.1 Tenant agrees to indemnify, defend and hold Landlord harmless from and against all direct and indirect injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorney's fees and court costs) arising from the use of the Premises or any access roads or easements, the installation, use, maintenance, repair or removal of Tenant's Installations or any related equipment or appurtenances or the breach of any provision of this Lease, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

SECTION 8 COMPLIANCE WITH LAWS

8.1 Tenant shall comply with all valid requirements of any Federal, State, County or local law, code, or ordinance applicable to the use and occupancy of the Premises and any repairs or work performed on the Premises by Tenant, and Tenant agrees to indemnify the Landlord and hold Landlord harmless from and against any penalty, damage or charge imposed for any violation by Tenant and its successors, assigns, agents and employees.

8.2 Landlord shall join in or consent to any and all reasonable applications and petitions to any governmental or other public agency that Tenant may, from time to time, make in connection with the Premises, provided only that Tenant shall pay all costs incurred in connection therewith.

8.3 Tenant shall remain in compliance with all applicable laws and regulations as stated in this Lease. In particular, Tenant shall comply with the Federal Communication Commission's ("FCC") radio-frequency ("RF") exposure rules and guidelines set forth in Section 1.1307(b)(1) through (b)(3) of the FCC's Rules. Additionally, Tenant shall post placards of sufficient size and legibility on or near the Tank informing all personnel of the safety precautions and procedures that should be observed when working on the Tank or near any of Tenant's equipment. Notices containing the text of the information set forth on the placards shall also be subject to Landlord's approval prior to installation of the placards.

SECTION 9 DEFAULT; LANDLORD'S ATTORNEYS FEES AND COSTS

9.1 If any one or more of the following events (herein sometimes called "Events of Default") shall happen:

(a) If default shall be made in the payment of any rent payable under this Lease and such default shall continue for a period of 15 days after written notice from Landlord to Tenant specifying the items in default; or

(b) If default shall be made by Tenant in the performance or compliance with any of the agreements, terms, covenants or conditions in this Lease other than those referred to in Section 9.1(a) for a period of 30 days after written notice from Landlord to Tenant specifying the items in default, or if, in the case of a default of a covenant which cannot with due diligence be cured within said 30 day period, Tenant fails to commence within said 30 day period to cure such default and to diligently complete such cure within a reasonable period of time, or

(c) If default shall be made by Landlord in the performance or compliance with any of the agreements, terms, covenants or conditions in this Lease other than those referred to in Section 9.1(a) for a period of 30 days after written notice from Tenant to Landlord specifying the items in default, or if, in the case of a default of a covenant which cannot with due diligence be cured within said 30 day period, Landlord fails to commence within said 30 day period to cure such default and to diligently complete such cure within a reasonable period of time, or

(d) If Tenant shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent.

Then and in any such event, Landlord, at any time thereafter may give written notice to Tenant specifying such event of default or events of default and stating that this Lease shall
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expire and terminate 10 days after the giving of such notice. Upon the date specified in such notice this Lease shall expire and terminate; provided, however, Tenant shall remain liable for all sums due hereunder to Landlord.

9.2 Tenant shall be responsible for any costs of collection of the Rent or any other amounts which become due pursuant to this Lease, including reasonable legal fees and court costs, regardless of whether an action is actually commenced by Landlord. In the event of litigation between Landlord and Tenant arising directly or indirectly out of the Lease, the prevailing party shall have all of its attorneys' fees and costs paid by the other party.

SECTION 10 UTILITIES

10.1 Landlord agrees to cooperate, at no expense to Landlord, with Tenant in securing any electrical and other utility services needed for Tenant's Installations, and Landlord agrees to grant to Tenant and/or to utility companies, at no cost to Tenant or such utility companies, easements, rights-of-way licenses and permits over or under the Premises and the Property as may be reasonably required to make such utility services available to Tenant. Notwithstanding the foregoing, such grants shall in no event interfere with any of the buildings, structures, or other improvements on the Property or disrupt or interfere in any way with the Landlord's present or planned use of the Property, and shall provide that Landlord is to be indemnified of and from any loss, damage or liability arising from or connected with exercise of rights under such grants. Tenant shall be responsible, at its sole cost and expense, for constructing and installing any electrical service facilities required for Tenant's Installations, including but not limited to wiring, metering, distribution and grounding systems, and for the cost of any utility services utilized by Tenant in connection with its operations under this Lease.

SECTION 11 ASSIGNMENT AND SUBLETTING

11.1 (a)(i) Tenant may, upon written notice to Landlord, assign or sublet any or all of Tenant's interest in this Lease or any part thereof, and/or any or all of Tenant's right, title, and interest in and to any or all of Tenant's Installations to any party controlling, controlled by or in common control with Tenant, any affiliate of Tenant or any party acquiring substantially all of the assets of Tenant; provided, however, that such party is licensed by the FCC, and provided further that Tenant may not assign or sublet this Lease to any party other than those referred to above unless it first obtains the Landlord's consent, which consent shall not be unreasonably withheld. Notwithstanding the above, any such assignment or transfer of Tenant's interest in the Lease shall not relieve Tenant from the performance of any of its obligations under this Lease, unless assignee, in writing agrees to assume all obligations of this Lease. Tenant shall obtain Landlord's consent to such release of liability, which consent may be withheld if Tenant's assignee does not possess sufficient or equivalent financial strength.

(ii) Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the
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Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns (collectively "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant or to remove any property of Tenant or Mortgagees located on the Premises, except that the cure period for any Mortgagees shall not be less than thirty (30) days after receipt of the default notice, as provided in Section 9 of this Lease. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by Tenant. Failure by Landlord to give Mortgagees such notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of mortgagees to cure any default and to remove any property of Tenant or Mortgagees located on the Premises.

(b) Landlord may, without Tenant's consent, assign Landlord's interest in this Lease. Additionally, nothing in this Lease shall be construed to inhibit, diminish or restrict Landlord from leasing, subleasing or licensing other space at the Property (including on any tank or upon other fixtures or equipment) to any other person or entity, whether or not such other person or entity is a wireless or Cellular competitor of Tenant provided that Landlord prohibits subsequent person or entity from interfering with Tenant's operations.

SECTION 12 CONDEMNATION/CASUALTY

12.1 If any governmental, public body or other condemning Landlord takes, or if Landlord transfers in lieu of such taking, all or part of the Property or if the Property is damaged by any casualty, thereby making it physically or financially unfeasible for the Premises to be used, in Tenant's sole determination, in the manner intended by the Lease, either party shall have the right to terminate this lease effective as of the date of the taking by the condemning party or such casualty loss and the rental shall be prorated appropriately. If only a portion of the Property is taken, then the Lease shall continue but rental payments provided under this Lease shall abate proportionately to the portion of the Premises taken and Landlord shall make all necessary repairs and alterations to restore the portion of the Property and Premises remaining to as near their former condition as circumstances will permit (at a cost not to exceed Landlord's proceeds from said condemnation, transfer or casualty loss).

SECTION 13 RECORDATION

13.1 Upon the request of Tenant, Landlord agrees to promptly execute and deliver to Tenant a Memorandum of Lease in the form of annexed Exhibit "D", setting forth the general terms of this Lease.

SECTION 14 SUBORDINATION

14.1 Tenant agrees that this Lease shall be subject and subordinate to any mortgages now or hereafter placed upon the Property by Landlord, in its sole discretion, and to all modifications thereto, provided that Tenant's possession of and access to the Premises shall not be disturbed so long as Tenant continues to perform its duties and obligations under this Lease, and Tenant's obligation to perform such duties and obligations shall not be in any way increased or its rights diminished by the provisions of this Section. Under any and all, circumstances, Tenant's possession of the Premises shall not be disturbed so long as Tenant shall continue to perform its duties and obligations under this Lease. Landlord agrees to diligently pursue the securing of written non-disturbance agreements from all existing or future mortgagees as requested by Tenant.

SECTION 15 TERMINATION

15.1 In the event of termination of this Lease for any reason, Tenant shall remove Tenant's Installations within ninety (90) days of the date of termination and Tenant shall continue to pay rent on a pro-rated basis until such time as Tenant's Installations are properly removed..

15.2 Whether or not Tenant is in default hereunder, Tenant may terminate this Lease at its sole discretion at any time during the Term upon one (1) year's written notice to Landlord. The Lease shall then terminate one year from the date of the Notice or the end of the Term, whichever occurs earliest. Upon delivery of such notice, Tenant shall remove Tenant's Installations within the time stated in Section 15.1 above. To the extent the terms of this Section 15.2 differ from the terms of Section 9 the terms of this Section 15.2 shall control.

15.3 Upon removal of Tenant's Installations, Tenant shall place the Premises in the condition it was prior to the effective date of this Lease, ordinary wear and tear excepted.

15.4 If Landlord wishes to demolish or decommission the Tank, Tenant's right to occupy space on the Tank under this Lease may be terminated and the Lease cancelled by Landlord upon written notice delivered to Tenant on the earlier of twelve (12) months, or the remainder of the current term of the Lease. Landlord agrees to help relocate Tenant on the Property, or on another of Landlord's properties, at Tenant's expense, should such relocation be practical and not interfere with Landlord's use of the Property (or another of Landlord's properties). Tenant shall be reimbursed for its installation and building costs, which the parties hereby stipulate to be \$200,000, less ten percent (10%) for each year from commencement of the Initial Term. In the event the installation and building costs exceed \$200,000, such must be documented with details and receipts delivered to Landlord within six (6) months from the Commencement date of the Lease for such additional costs to be considered. Tenant shall provide Landlord with Tenant's installation and building costs within six (6) months of the Commencement Date. Should at any time thereafter Landlord elect not to decommission the tank, Tenant shall at its sole discretion have the right to remain at the site under the same terms and conditions.

15.5 Any holding over after the expiration of the term hereof, with the consent of the Landlord, shall be construed to be a tenancy from month to month at the rent last in effect (prorated on a monthly basis). Any such holdover without consent of Landlord shall be at two times the rent last in effect (prorated monthly) and no tenancy shall be deemed created.

SECTION 16 SURRENDER OF PREMISES

16.1 Tenant shall on the last day of the Term, or upon any earlier termination of this Lease, or upon re-entry by Landlord upon the Premises, surrender and deliver up the Premises into the possession and use of Landlord free and clear of all liens and encumbrances other than those, if any, created by Landlord.

SECTION 17 INVALIDITY OF PARTICULAR PROVISIONS

17.1 If any term of this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall remain valid and enforceable to the fullest extent permitted by law.

SECTION 18
NOTICES

- 18.1 All notices, demands and requests required under this Lease shall be in writing. All such notices, demands and requests shall be deemed to have been properly given if sent by certified mail, return receipt requested, or a nationally recognized overnight courier service (post office box not acceptable) as follows:

If to Landlord:
Monroe County Water Authority
475 Norris Drive
Rochester, New York 14610
Attention: Chief Engineer

If to Tenant:
BELL ATLANTIC MOBILE OF ROCHESTER, L.P.,
d/b/a VERIZON WIRELESS
180 Washington Valley Road
Bedminster, New Jersey 07921

or to such other persons and addresses as Landlord and Tenant may from time to time designate by written notice addressed to one another. The effective date of such notice shall be the postmark date or the date delivered to the courier service, as the case may be.

- 18.2 For security purposes, Tenant shall provide Landlord with regularly updated local contact lists of its personnel including names, titles, and telephone numbers.

SECTION 19
QUIET ENJOYMENT

- 19.1 Tenant, upon paying the rent herein provided and observing and keeping all covenants and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Premises during the Term without hindrance or molestation by anyone claiming by or through Landlord.

SECTION 20
SECURITY PROCEDURES FOR ACCESS TO PREMISES

- 20.1 Landlord has instituted extensive anti-terror security measures to protect the public drinking water supply. Landlord's sites are now monitored and patrolled extensively and anyone entering upon any site without prior authorization and clearance may be subject to arrest and/ or detention. Such security is not maintained for the benefit of Tenant and, while incidentally benefiting Tenant, shall not be an obligation of Landlord under this Lease. Even minor breaches in security at water supply facilities are now viewed with extreme seriousness
- LEASE - CHURCHVILLE TANK

and may involve other local, state and/or federal government agencies.

20.2 Accordingly, each and every time the Property and/or Premises are accessed by any of Tenant's employees, agents, contractors and invitees, clearance must be obtained from the Landlord by telephone or other means approved by Landlord. Landlord maintains dispatchers on duty 24 hours a day, seven days per week who must be contacted before entering the Property or Premises. The protocol for obtaining such clearance may involve the use of codes and other measures deemed appropriate in Landlord's sole discretion and will be set out in one or more separate security procedures statements ("Security Procedures"). Landlord retains the right from time to time to revise such Security Procedures as it deems necessary, provided such do not unreasonably interfere with Tenant's need for emergency access to the Premises.

20.3 Tenant hereby agrees to reimburse the Landlord, as Additional Rent, for all costs and expenses incurred by Landlord arising from Tenant's breach of the Security Procedures. Such expenses may include, but are not limited to, emergency response costs, investigations and extensive water sampling, testing and monitoring. All cost and expenses billed to Tenant by Landlord under this section of the Lease will be due in full within thirty (30) days from the date of delivery of all such billings.

SECTION 21 ENVIRONMENTAL MATTERS

21.1 TENANT'S REPRESENTATIONS - Tenant represents and warrants that its use of the Premises herein will not generate any hazardous substance, and it will not store or dispose on the Premises nor transport to or over the Premises any hazardous substance. Tenant further agrees to hold Landlord harmless from and indemnify Landlord against any release of any such hazardous substance and any damage, loss, or expense or liability proximately caused by such release including all attorneys' fees, costs and penalties incurred as a result thereof except any release caused by the negligence of Landlord, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

a. Tenant's Installations will also not contain asbestos, nor will any equipment or other installations by Tenant on the Premises or the Property contain any polychlorinated biphenyls.

b. The use and occupancy of the Premises and the Property by Tenant will not be in violation of any laws, regulations or rules of the United States, the State of New York and the municipalities in which the Property is located relating to the pollution or protection of the environment (including, ambient air, surface waters, ground waters, subsurface strata, biota,

and cultural properties) or permit or license issued thereunder ("Environmental Laws") and no event will occur which will constitute non-compliance with Environmental Laws.

21.2 LANDLORD REPRESENTATIONS - Landlord represents, warrants and agrees that: (i) Landlord has used the Premises in compliance with local, state, and federal statutes and regulations, or ordinances pertaining to the environment or natural resources; and (ii) during Landlord's ownership and control, the Premises have not required closure or clean-up of any hazardous waste ("Hazardous Waste"). Landlord represents, warrants and agrees that it will be solely responsible now and in the future for the clean-up and removal of any Hazardous Waste which, through Landlord's own negligence or intentional misconduct, it caused to be generated upon the Premises. Landlord will defend, indemnify and hold Tenant harmless from and against any and all liabilities, damages, expenses and fees, including reasonable legal fees, and expert witness fees, related to the breach by Landlord of its representations set forth in clauses (i) or (ii) herein.

SECTION 22 MISCELLANEOUS PROVISIONS

22.1 The captions of this Lease are for convenience and reference and in no way define, limit or describe the scope or intent of this Lease, nor in any way affect this Lease.

22.2 In the event that any Tank owned or operated by Landlord shall, prior to the occupancy of Tenant, be required by virtue of any provision of law that it be lighted or otherwise marked, Landlord shall remain responsible for compliance with said provision of law. Should any installation or improvements made by Tenant result in or trigger the requirement that the structure be lighted or otherwise marked, then Tenant shall, at its sole expense, undertake such lighting or marking as required by law.

22.3 This Lease shall be construed and enforced in accordance with the laws of the State of New York.

22.4 Upon the execution and delivery hereof, this Lease shall constitute the entire agreement between Landlord and Tenant for the Premises, except for the Water Supply Lease. This Lease cannot be changed orally, but only by an agreement in writing and signed by all parties to this Lease. The Lease may be executed in counter-parts and each shall be deemed an original for evidentiary purposes.

22.5 The covenants and agreements herein contained shall bind and inure to the benefit of Landlord and Tenant, their respective successors and assigns, except as otherwise provided herein.

22.6 Tenant agrees at any time and from time to time, upon not less than 20 days prior notice by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the commencement date.

LEASE - CHURCHVILLE TANK

22.7 Landlord agrees at any time and from time to time, upon not less than 20 days prior notice by Tenant, to execute, acknowledge and deliver to Tenant a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there shall have been modifications, that the same is in full force and effect as modified and stating the modifications), and the commencement date.

22.8 Each person signing this Lease for Landlord and Tenant represents that he or she is vested with the authority to bind his or her respective organization.

22.9 The parties agree that nothing in this Lease shall be construed to diminish or negate any of the Authority's or Village's rights or privileges provided in the Water Supply Lease now in effect between the Village and Authority. No lease or sublease of the Tank and Property will be permitted without the consent of the Authority, which consent shall not be unreasonably withheld.

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

LANDLORD:

MONROE COUNTY WATER AUTHORITY

By: Edward J. Marano

Its: Executive Director


TENANT:

BELL ATLANTIC MOBILE OF ROCHESTER, L.P.,
VERIZON WIRELESS

d/b/a

By: Upstate Cellular Network, its General Partner

By: Cellco Partnership, Its General Partner

By: 

David R. Heverling

Title: Vice President, Network - Northeast

12203

State of New York)
County of Monroe) ss:

On the 6th day of March in the year 2008 before me, the undersigned, personally appeared Edward T. Marianetti, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

THOMAS G. PEASLEE
Notary Public, State of New York
No. 01PE4962997
Qualified in Wayne County
Commission Expires Feb. 26, 2010

Thomas M. Peaslee
Tom Peaslee
Notary Public

Commonwealth of Massachusetts)
County of Worcester) ss:

On the 22 day of Jan in the year 2009 before me, the undersigned, personally appeared David R. Heverling, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Diane Gazzola
Notary Public



DIANE GAZZOLA
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES
NOVEMBER 13, 2009

The Village of Churchville ("Village") is a signatory to this Lease solely: (1) to acknowledge and agree that the rent paid by the Tenant, or any of its assignees, to the Monroe County Water Authority shall be divided between the Village and the Authority pursuant to Section 3.1 of this Lease, and (2) the Village agrees that in the event that the December 27, 2004 lease agreement between the Village and the Authority expires, is not renewed and/or terminates, the Village will recognize the within lease Agreement such that the Lease will remain in effect with the same force and effect as if the within lease had been assigned to the Village.

VILLAGE OF CHURCHVILLE

Dated: October 2, 2008

By: Nancy J. Steedman
Its: Mayor

Exhibit "A"

Property and Premises

Exhibit "C"

Tenant's Construction Drawings

Tenant's Construction Drawings detailing the Tenant Improvements shall be attached upon approval by the Authority and as further set forth in Section 1.5 of this Lease.

Exhibit "D" to Lease

MEMORANDUM OF LEASE

This Memorandum of Lease evidences that MONROE COUNTY WATER AUTHORITY, as Landlord, as their interests may appear, and BELL ATLANTIC MOBILE OF ROCHESTER, L.P., d/b/a VERIZON WIRELESS as Tenant entered into a certain lease dated _____, 200_ ("Lease") for a certain premises described in Exhibit "A" annexed hereto, being a parcel of land in the Village of Churchville, Monroe County, New York, having Tax Map Identifier No. 143.7-1-8 and depicted on annexed Exhibit "B" ("Premises") with certain rights of ingress, egress and certain easements. The Lease commenced on _____, and has an Initial Term of five (5) years with four (4) five (5) year Renewal Terms.

LANDLORD:

MONROE COUNTY WATER AUTHORITY

By: Edward J. Marone


Its: Executive Director

TENANT:

BELL ATLANTIC MOBILE OF ROCHESTER, L.P.,
d/b/a VERIZON WIRELESS

By: Upstate Cellular Network, its General Partner

By: Cellco Partnership, Its General Partner

By: 

David R. Heverling

Title: Vice President, Network - Northeast

12200

State of New York)
County of Monroe) ss:

On the 6th day of March in the year 2008 before me, the undersigned, personally appeared Edward T. Marianetti, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

THOMAS G. PEASLEE
Notary Public, State of New York
No. 01PE4962997
Qualified in Wayne County
Commission Expires Feb. 26, 2010

Thomas G. Peaslee
Notary Public

Commonwealth of Massachusetts)
County of Worcester) ss:

On the 22 day of JAN in the year 2008 before me, the undersigned, personally appeared David R. Heverling, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Diane Gazzola
Notary Public



DIANE GAZZOLA
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES
NOVEMBER 13, 2009

Original
West Brighton Tank
- Verizon Wireless

LEASE

Between

MONROE COUNTY WATER AUTHORITY ("Authority")

TOWN OF BRIGHTON ("Town")

And

**Bell Atlantic Mobile of Rochester, L.P., a
New York Limited Partnership, d/b/a Verizon Wireless
("Tenant")**

Dated as of: JULY 17, 2009

Premises: West Brighton Tank Site, Town of Brighton, New York

Attorney for Authority:

CUMMINGS LAW OFFICES, PLLC
1577 W. Ridge Road, Suite 207
Rochester, New York 14615
Tel. (585) 663-2150 Fax (585) 663-3962

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LEASE

THIS LEASE, made as of this 17th day of July, 2009, by and among MONROE COUNTY WATER AUTHORITY, a public benefit corporation with offices at 475 Norris Drive, Rochester, New York 14610 ("Authority"), TOWN OF BRIGHTON, a municipal corporation with offices at 2300 Elmwood Avenue, Rochester, New York ("Town") (Authority and Town are sometimes collectively referred to herein as "Landlord"), and BELL ATLANTIC MOBILE OF ROCHESTER, L.P., a New York Limited Partnership, d/b/a VERIZON WIRELESS with its principal offices at One Verizon Way, Mail Stop 4A W100, Basking Ridge, New Jersey 07920 ("Tenant").

WITNESSETH:

WHEREAS, Authority and Town have heretofore entered into a certain lease agreement for operation of the water district dated July 10, 1978 (the "Water Supply Lease") and which term of the Water Supply Lease does not expire until July 10, 2018; and

WHEREAS, pursuant to the Water Supply Lease, Authority operates and maintains a certain Water Storage Tank (the "Tank") on property owned by Town and situate at 1 Mortimer Avenue in the Town of Brighton, Monroe County, New York, known as the "West Brighton Tank" bearing Tax Account Nos. 148.15-3-56, 148.15-3-57, 148.15-3-58 and 148.15-3-59 (the "Property") and being more particularly described in the legal description annexed hereto as Exhibit "A" and made a part hereof; and

WHEREAS, pursuant to Section 1096 of the New York Public Authorities Law, Authority has the power to lease real property "for its corporate purposes"; and

WHEREAS, Landlord has determined that the premises to be demised hereunder are not currently required exclusively for water supply purposes; and

WHEREAS, Tenant is licensed by the Federal Communications Commission ("FCC") to provide wireless communications system services in Monroe County, New York; and

WHEREAS, Tenant desires to mount, affix and otherwise construct and attach various components and equipment on one or more portions of the Tank, and on land in close proximity to the Tank, to operate a wireless communications facility in accordance with the terms and conditions hereof.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and the sum of One Dollar (\$1.00) and other good and valuable consideration, the payment and receipt of which is hereby acknowledged, the parties hereto do agree as follows:

SECTION 1

PREMISES

1.1 Landlord hereby subleases to Tenant and Tenant hereby takes from Landlord, for the term and upon the terms, covenants and conditions set forth in this Lease, certain land, being that portion of the Property more particularly described on the Property Plan attached hereto as Exhibit "B" and made a part hereof ("Premises"), together with the right of access to and from the Premises for installation and maintenance of equipment deemed necessary by Tenant and for all utility service to the Premises and "Tenant's Installations", as hereinafter defined, all as more particularly shown on Exhibit "B".

1.2 The Premises will be used by Tenant for the purpose of installing, removing, replacing, maintaining and operating, at Tenant's expense, a wireless communication facility, including without limitation, antenna equipment, fixtures and related equipment on the Tank and on a small portion of the land under or near the Tank ("Tenant's Installations"). This Lease does not permit construction or operation of a tower or pole of any kind anywhere on the Property (except as may be permitted pursuant to Section 5.5 hereof).

1.3 The procurement of all necessary licenses and permits for the erection, construction, maintenance and operation of Tenant's Installations and any other certificates or permits which may be required are the obligation of Tenant and all fees and expenses in connection therewith shall be paid by Tenant, provided that Landlord shall cooperate with Tenant in procuring them, as long as Tenant pays any and all direct and indirect expenses related thereto. In the construction of all improvements upon the Premises, and for any and all repairs of or alterations to Tenant's Installations as provided in Section 5 of this Lease, Tenant will comply with all laws, ordinances and regulations of all governments and bureaus concerned with said construction.

1.4 Tenant will solve interference problems with other telecommunications systems existing at the Property as of the date of this Lease. Landlord may install other equipment, including communications systems, and may permit other persons or entities to install such equipment, provided such installations comply with all applicable FCC regulations and provided they do not interfere with Tenant's operations. Prior to Tenant's initial construction of Tenant's Installations and after any further changes from frequency band charges, Tenant will pay the cost of any necessary interference studies. Tenant's Installations, and the operation and maintenance thereof, will not interfere with Landlord's use, enjoyment, function, safety and maintenance of the Property. All Tenant Installations shall be constructed and installed in a good workmanlike manner.

1.5 Tenant's Installations shall be installed in accordance with the construction plans and drawings to be attached hereto as Exhibit C and made a part hereof (Tenant's Construction Drawings). Tenant's Construction Drawings shall be certified by a New York licensed professional engineer and shall be subject to the approval of the Town, as part of the process of obtaining a building permit from the Town for the Installations, and of the Authority, which approval shall not be unreasonably withheld. Any such approvals (or disapprovals) by Town

and/or Authority of Tenant's Construction Drawings shall be in writing and in the event of any disapproval, the reasons therefore shall be stated in writing. Tenant acknowledges that no such approval by Town or Authority shall be deemed a representation by Town or Authority that such Tenant's Plans and Specifications comply with applicable federal and state occupational and safety laws and regulations. Upon completion of Tenant's Installations, Tenant's professional engineer shall certify to Town and Authority that all Tenant Installations have been completed and are in conformance with the Tenant's Construction Drawings. The Town and the Authority shall also have the right to inspect the work to insure that Tenant's Installations have been completed in accordance with Tenant's Construction Drawings which have previously been approved by Landlord. Tenant and Landlord agree that Tenant will not activate its equipment within the Premises until after (a) Landlord's inspections and approvals of Tenant's Installations, and (b) Tenant has provided written certifications from Tenant's New York licensed professional engineer that Tenant's Installations have been completed in conformance with Tenant's Construction Drawings. Landlord agrees to make such inspections within ten (10) days of the completion of Tenant's Installations, provided that Tenant has given Landlord written notice at least 14 days in advance of the completion date. Otherwise, such inspection will be done within 24 days of receipt of said notice of completion. The fees for the Town building permit, and any additional inspection costs, shall be paid by Tenant at the time of the issuance of the building permit. Authority's inspections of the work, the reasonable cost of which, together with \$3,200.00 for costs incurred by the Authority for engineering reviews of Tenant's Construction Drawings (and amendments thereto), shall be paid by Tenant within thirty (30) days of Tenant's receipt of invoices for such inspections from Authority. Town and/or Authority will direct Tenant, and Tenant shall promptly comply with such directions, to correct any work deemed improperly performed or make any repairs to, or undertake maintenance of, the Tank and its supporting structures and appurtenances, at Tenant's sole cost and expense, that Town and/or Authority reasonably deems necessary as a result of Tenant's Installations.

1.6 EXCEPT FOR THE TERMS AND CONDITIONS OF PARAGRAPH 21 HEREOF, LANDLORD MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE USE, OPERATION, SAFETY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, TENANT'S USE OF THE PREMISES SHALL BE ON AN "AS IS" BASIS. All such risks, as between Landlord and Tenant, except for these risks caused by or resulting from the acts or omissions of Landlord, its agents, employees, contractors and invitees, are to be borne by Tenant. Without limiting the foregoing, and unless caused by the acts or omissions of Landlord, its agents, employees, contractors or invitees, Landlord shall have no responsibility or liability to Tenant or any other person with respect to any of the following: (i) the delivery, installation, operation, servicing, maintenance, repair, improvement or replacement of Tenant's Installations; (ii) the use, operation or performance of Tenant's Installations or any risks relating thereto; (iii) any liability, loss or damage caused or alleged to be caused directly or indirectly by Tenant's Installations, any inadequacy thereof, any deficiency or defect (latent or otherwise) therein, or any other circumstances in connection therewith; or (iv) any interruption of services, loss of business or anticipated profits or consequential damages.

SECTION 2

TERM

2.1 The initial five (5) year term of this Lease ("Initial Term") shall commence on the earlier of the date work is begun on Tenant's Installations at the Premises by or on behalf of the Tenant or 180 days from the date this Lease is signed by all parties hereto (the "Commencement Date"), and shall expire five years from the Commencement Date. Tenant shall have the right to renew this Lease for up to four (4) additional five (5) year periods ("Renewal Terms"). Such renewals shall be automatic, unless Tenant gives Landlord written notice at least sixty (60) days prior to the expiration of the Initial Term or Renewal Term then in effect that it will not renew this Lease. In no event, however, shall any Renewal Term be deemed to extend beyond the date on which the term of the Water Supply Lease expires.

SECTION 3

RENT/ TAXES

3.1 (a) Tenant covenants and agrees to pay to Authority and Town by way of annual rental for the Premises the collective sum of \$24,000.00 payable annually in advance to Authority and Town on the Commencement Date and on the same month and day each year thereafter during the term, and any renewal thereof, of this Lease ("Rent"). Tenant shall pay the Rent as follows: **Fifty percent (50%) to the Town of Brighton and Fifty percent (50%) to the Monroe County Water Authority**, or in such other proportion as Authority and Town shall so advise Tenant in writing. Upon execution of this Lease by Tenant, Tenant shall reimburse Authority for its reasonable costs and expenses, including administrative processing fees, to the Authority of \$1,500.00 (which must be pre-paid prior to lease execution), incurred in connection with the preparation and negotiation of this Lease.

3.2 Rent shall increase, as of the first day of each renewal term, by fifteen (15%) percent over the rent in effect for the immediately preceding term.

3.3 For each additional antenna to be installed upon the Tank in excess of Tenant's standard complement of 12 panel antenna, 2 GPS and 1 microwave antenna, Tenant shall, for each additional antenna, dish, whip, panel, YAGI, and GPS unit (collectively, "Antenna") installed by Tenant (or operated or controlled by Tenant) upon the Tank, beyond the initial Tenant Improvements described in Exhibit C, Tenant shall pay an additional annual fee of Six Hundred Dollars (\$600.00) which shall increase annually under the same terms provided in this Lease and shall become part of the Rent.

3.4 RESERVED.

3.5 (a) Excluding Tenant's subsidiaries, parent or affiliates, and subject to Section 11 hereof, if Tenant, upon written consent of the Landlord, allows another ("Sublessee") to install one or more Antennas and/or related components of a wireless or Cellular system on any portion of Tenant's equipment, all rents, fees, commissions and revenues, however so

designated, shall be split with the Landlord such that Landlord receives 25% of all such sums as additional rent. Tenant shall be obligated to furnish written proof and accountings to the Landlord as and when requested to evidence the sublease arrangement and all revenues and consideration being given or exchanged between the Tenant and the Sublessee. All such revenues to be paid to the Landlord shall be paid directly by the payor or forwarded to the Landlord by Tenant within fourteen (14) days of Tenant's receipt thereof and shall become part of the rent.

(b) If no revenues are generated by such installation and location by Sublessee but is the result of a co-location agreement, swap or cooperative or mutual arrangement, the Rent shall be increased by twenty-five (25%) percent over the Rent in effect as of the date of installation, excluding any public service installations for which Tenant receives no compensation.

3.6 Authority will pay when due all real property taxes attributable to the Property. Tenant will be responsible for payment of any personal and/or real property taxes assessed directly upon the installation and use of Tenant's Installations on the Premises. Tenant will pay to Landlord, as additional rent, any increase in personal and/or real property taxes levied against the Property which are directly attributable to Tenant's use of the Premises, upon delivery of reasonable proof of such increase to Tenant by Landlord. Tenant and/or Landlord shall have the right to challenge any taxes levied on the Property or the Premises due to Tenant's Installations and the parties shall fully cooperate with each other in such challenge.

3.7 RESERVED.

3.8 Tenant shall maintain in full force and effect during the initial term, and any renewal terms and any holdover periods, a performance bond of at least \$20,000.00 covering complete removal from the Premises and Property all of Tenant's equipment and fixtures of every description including, but not limited to, towers, sheds, antennae, fencing and electrical apparatus, in favor of Landlord to insure removal and restoration of the Property upon abandonment and/or lease termination.

SECTION 4
INSURANCE

4.1 Tenant, and all contractors and subcontractors of Tenant, shall carry, at their own expense, comprehensive general liability insurance in an amount no less than \$3,000,000 combined single limit covering personal injury and property damage. Tenant and Tenant's contractors and subcontractors shall name Landlord as an additional insured on such policies. In addition, Tenant's contractors and subcontractors shall provide Landlord with evidence of such insurance, including such worker's compensation insurance as required by New York law, prior to performing any work on the Premises after the commencement date of this Lease.

4.2 Tenant shall maintain at its expense policies insuring against loss or damage to Tenant's Installations by reason of fire or other casualty.

4.3 All insurance required of Tenant by this Lease may be provided under Tenant's blanket policies from time to time in effect.

SECTION 5 REPAIRS, ALTERATIONS AND TITLE TO IMPROVEMENTS

5.1 Tenant may make any alterations, additions and improvements to Tenant's Installations necessary to conduct its business thereon. All such alterations, additions and improvements shall be made only (a) in accordance with plans and specifications certified by a New York licensed professional engineer and provided to Landlord and (b) upon written approval of Landlord of the certified plans and specifications, which approval shall not be unreasonably withheld. No work shall be commenced until (a) and (b) above have been satisfied. No prior approval shall be required for routine repairs and/or maintenance of the Premises. Tenant shall take good care of the Premises and shall make all necessary repairs to Tenant's Installations. Upon completion of any alterations, additions or improvements, Landlord shall have the right to inspect the work, the reasonable cost of which, together with reasonable costs incurred by the Landlord for engineering reviews of all plans and specifications, shall be paid by Tenant within thirty (30) days of Tenant's receipt of invoices for such inspections from Landlord. Landlord will direct Tenant, and Tenant shall promptly comply with such directions, to correct any work deemed improperly performed or make any repairs to, or undertake maintenance of, the Tank and its supporting structures and appurtenances, at Tenant's sole cost and expense, that Landlord reasonably deems necessary as a result of such alterations, additions or improvements.

5.2 Tenant's Installations will remain, at all times, Tenant's property, whether or not Tenant's Installations would be deemed fixtures under local law, and upon termination of this Lease, Tenant shall remove same pursuant to Section 15.

5.3 Tenant shall cause a written notice to be delivered to Landlord within twenty-four (24) hours after any welding or drilling has been performed by Tenant for work previously approved by the Landlord on any area of the Tank, so that Landlord (or any of its employees, agents or contractors) may inspect the Tank and Premises, the cost of which shall be paid by Tenant. All such inspections will include an inspection of the interior of the Tank pursuant to the direction of Landlord. Landlord will direct Tenant to make any repairs to, or undertake maintenance of, the Tank and its supporting structures and appurtenances that the Landlord reasonably deems necessary as a result of Tenant's welding or drilling. Such repairs and/or maintenance may include, but are not limited to, repainting surfaces to prevent corrosion and rust on exterior and interior portions of the Tank.

5.4 Tenant shall maintain Tenant's installations in good order and repair, structurally, mechanically and cosmetically, and shall keep Tenant's installations safe, secure and in

compliance with all applicable codes and regulations. Landlord shall have the right, but not the obligations, to inspect the premises and Tenant installations annually, with a representative of Tenant, upon at least thirty (30) days prior notice. All deficiencies shall be completed at Tenant's expense.

5.5 The parties anticipate that Landlord may be required to perform maintenance or other work on the Tank and, additionally, inspections of the Tank (consisting of approximately one-half (1/2) day's work) will occur, pursuant to Section 1.5 and 5.1 hereof, approximately once per year, unless unforeseen circumstances arise requiring additional inspections. Landlord shall have the right to perform such maintenance, other work or any activity for water supply operation purposes at such intervals as may be required. During such inspections and work, that portion of Tenant's Installations mounted on the Tank shall be deactivated and, if directed by Landlord, removed entirely. Prior to any such deactivation, Landlord shall notify Tenant, in writing, at least forty-five (45) days before any maintenance or inspection (except for inspections pursuant to Section 1.5 and 5.1 hereof) requiring such deactivation or equipment removal. Landlord shall give Tenant a rough estimate of the required deactivation period. Tenant shall, upon receipt of such notice, conduct a radio frequency exposure study and Landlord shall require either: (1) deactivation of the facility during those times when Landlord believes that it is required to insure the safety of maintenance workers, or (2) removal of Tenant's equipment from the tank. All such maintenance, work or inspection activities shall be performed as diligently and expeditiously as possible. During any such deactivation period, Tenant shall have the right to locate and operate a mobile ESMR Antenna facility on the Property, space permitting, to provide continuous SMR service to the public. Plans for any such mobile facility shall be submitted to Landlord and approved by Landlord in writing prior to the location or activation of the mobile facility. If Tenant is not able to operate a mobile facility during any period of deactivation, then for any period of deactivation exceeding one (1) day because of Landlord's Tank maintenance or inspection work, Tenant shall be entitled to a pro-rata reduction of Rent payable to Landlord.

SECTION 6 MECHANIC'S LIENS

6.1 Tenant shall indemnify and save Landlord harmless from and against all loss, liability, costs, attorneys' fees, damages or interest charges as a result of any mechanic's lien or any other lien filed against the Premises as a result of any act or omission or as a result of any repairs, improvements, alterations or additions made by Tenant, its agents or employees.

6.2 Tenant covenants that any such liens shall be bonded or discharged within thirty (30) days after Tenant receives notice thereof.

SECTION 7 INDEMNIFICATION

7.1 Tenant agrees to indemnify, defend and hold Landlord harmless from and against all direct and indirect injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorney's fees and court costs) arising from the use of the Premises or any access roads or easements, the installation, use, maintenance, repair or removal of Tenant's Installations or any related equipment or appurtenances or the breach of any provision of this Lease, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

SECTION 8 COMPLIANCE WITH LAWS

8.1 Tenant shall comply with all valid requirements of any Federal, State, County or local law, code, or ordinance applicable to the use and occupancy of the Premises and any repairs or work performed on the Premises by Tenant, and Tenant agrees to indemnify the Landlord and hold Landlord harmless from and against any penalty, damage or charge imposed for any violation by Tenant and its successors, assigns, agents and employees.

8.2 Landlord shall join in or consent to any and all reasonable applications and petitions to any governmental or other public agency that Tenant may, from time to time, make in connection with the Premises, provided only that Tenant shall pay all costs incurred in connection therewith.

8.3 Tenant shall remain in compliance with all applicable laws and regulations as stated in this Lease. In particular, Tenant shall comply with the Federal Communication Commission's ("FCC") radio-frequency ("RF") exposure rules and guidelines set forth in Section 1.1307(b)(1) through (b)(3) of the FCC's Rules. Additionally, Tenant shall post placards of sufficient size and legibility on or near the Tank informing all personnel of the safety precautions and procedures that should be observed when working on the Tank or near any of Tenant's equipment. Notices containing the text of the information set forth on the placards shall also be subject to Landlord's approval prior to installation of the placards.

SECTION 9 DEFAULT; LANDLORD'S ATTORNEYS FEES AND COSTS

9.1 If any one or more of the following events (herein sometimes called "Events of Default") shall happen:

(a) If default shall be made in the payment of any rent payable under this Lease and such default shall continue for a period of 15 days after written notice from Authority to Tenant specifying the items in default; or

(b) If default shall be made by Tenant in the performance or compliance with any of the agreements, terms, covenants or conditions in this Lease other than those referred to in

Section 9.1(a) for a period of 30 days after written notice from Landlord to Tenant specifying the items in default, or if, in the case of a default of a covenant which cannot with due diligence be cured within said 30 day period, Tenant fails to commence within said 30 day period to cure such default and to diligently complete such cure within a reasonable period of time, or

(c) If default shall be made by Landlord in the performance or compliance with any of the agreements, terms, covenants or conditions in this Lease other than those referred to in Section 9.1(a) for a period of 30 days after written notice from Tenant to Landlord specifying the items in default, or if, in the case of a default of a covenant which cannot with due diligence be cured within said 30 day period, Landlord fails to commence within said 30 day period to cure such default and to diligently complete such cure within a reasonable period of time, or

(d) If Tenant shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent.

Then and in any such event, Authority, at any time thereafter may give written notice to Tenant specifying such event of default or events of default and stating that this Lease shall expire and terminate 10 days after the giving of such notice. Upon the date specified in such notice this Lease shall expire and terminate; provided, however, Tenant shall remain liable for all sums due hereunder to Landlord.

9.2 Tenant shall be responsible for any costs of collection of the Rent or any other amounts which become due pursuant to this Lease, including reasonable legal fees and court costs, regardless of whether an action is actually commenced by Landlord. In the event of litigation between Landlord and Tenant arising directly or indirectly out of the Lease, the prevailing party shall have all of its attorneys' fees and costs paid by the other party.

SECTION 10 UTILITIES

10.1 Landlord agrees to cooperate, at no expense to Landlord, with Tenant in securing any electrical and other utility services needed for Tenant's Installations, and Landlord agrees to grant to Tenant and/or to utility companies, at no cost to Tenant or such utility companies, easements, rights-of-way licenses and permits over or under the Premises and the Property as may be reasonably required to make such utility services available to Tenant. Notwithstanding the foregoing, such grants shall in no event interfere with any of the buildings, structures, or other improvements on the Property or disrupt or interfere in any way with the Landlord's present or planned use of the Property, and shall provide that Landlord is to be indemnified of and from any loss, damage or liability arising from or connected with exercise of rights under such grants. Tenant shall be responsible, at its sole cost and expense, for constructing and installing any electrical service facilities required for Tenant's Installations, including but not limited to wiring, metering, distribution and grounding systems, and for the cost of any utility services utilized by Tenant in connection with its operations under this Lease.

SECTION 11
ASSIGNMENT AND SUBLETTING

11.1 (a)(i) Tenant may, upon written notice to Landlord, assign or sublet any or all of Tenant's interest in this Lease or any part thereof, and/or any or all of Tenant's right, title, and interest in and to any or all of Tenant's Installations to any party controlling, controlled by or in common control with Tenant, any affiliate of Tenant or any party acquiring substantially all of the assets of Tenant; provided, however, that such party is licensed by the FCC, and provided further that Tenant may not assign or sublet this Lease to any party other than those referred to above unless it first obtains the Landlord's consent, which consent shall not be unreasonably withheld. Notwithstanding the above, any such assignment or transfer of Tenant's interest in the Lease shall not relieve Tenant from the performance of any of its obligations under this Lease, unless assignee, in writing agrees to assume all obligations of this Lease. Tenant shall obtain Landlord's consent to such release of liability, which consent may be withheld if Tenant's assignee does not possess sufficient or equivalent financial strength.

(ii) Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns (collectively "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant or to remove any property of Tenant or Mortgagees located on the Premises, except that the cure period for any Mortgagees shall not be less than thirty (30) days after receipt of the default notice, as provided in Section 9 of this Lease. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by Tenant. Failure by Landlord to give Mortgagees such notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of Mortgagees to cure any default and to remove any property of Tenant or Mortgagees located on the Premises.

(b) Landlord may, without Tenant's consent, assign Landlord's interest in this Lease. Additionally, nothing in this Lease shall be construed to inhibit, diminish or restrict Landlord from leasing, subleasing or licensing other space at the Property (including on any tank or upon other fixtures or equipment) to any other person or entity, whether or not such other person or entity is a wireless or Cellular competitor of Tenant provided that Landlord prohibits subsequent person or entity from interfering with Tenant's operations.

SECTION 12
CONDEMNATION/CASUALTY

12.1 If any governmental, public body or other condemning Landlord takes, or if Landlord transfers in lieu of such taking, all or part of the Property or if the Property is damaged

by any casualty, thereby making it physically or financially unfeasible for the Premises to be used, in Tenant's sole determination, in the manner intended by the Lease, either party shall have the right to terminate this lease effective as of the date of the taking by the condemning party or such casualty loss and the rental shall be prorated appropriately. If only a portion of the Property is taken, then the Lease shall continue but rental payments provided under this Lease shall abate proportionately to the portion of the Premises taken and Landlord shall make all necessary repairs and alterations to restore the portion of the Property and Premises remaining to as near their former condition as circumstances will permit (at a cost not to exceed Landlord's proceeds from said condemnation, transfer or casualty loss).

SECTION 13 RECORDATION

13.1 Upon the request of Tenant, Landlord agrees to promptly execute and deliver to Tenant a Memorandum of Lease in the form of annexed Exhibit "D", setting forth the general terms of this Lease.

SECTION 14 SUBORDINATION

14.1 Tenant agrees that this Lease shall be subject and subordinate to any mortgages now or hereafter placed upon the Property by Landlord, in its sole discretion, and to all modifications thereto, provided that Tenant's possession of and access to the Premises shall not be disturbed so long as Tenant continues to perform its duties and obligations under this Lease, and Tenant's obligation to perform such duties and obligations shall not be in any way increased or its rights diminished by the provisions of this Section. Under any and all, circumstances, Tenant's possession of the Premises shall not be disturbed so long as Tenant shall continue to perform its duties and obligations under this Lease. Landlord agrees to diligently pursue the securing of written non-disturbance agreements from all existing or future mortgagees as requested by Tenant.

SECTION 15
TERMINATION

15.1 In the event of termination of this Lease for any reason, Tenant shall remove Tenant's Installations within ninety (90) days of the date of termination and Tenant shall continue to pay rent on a pro-rated basis until such time as Tenant's Installations are properly removed.

15.2 Whether or not Tenant is in default hereunder, Tenant may terminate this Lease at its sole discretion at any time during the Term upon one (1) year's written notice to Landlord. The Lease shall then terminate one year from the date of the Notice or the end of the Term, whichever occurs earliest. Upon delivery of such notice, Tenant shall remove Tenant's Installations within the time stated in Section 15.1 above. To the extent the terms of this Section 15.2 differ from the terms of Section 9 the terms of this Section 15.2 shall control.

15.3 Upon removal of Tenant's Installations, Tenant shall place the Premises in the condition it was prior to the effective date of this Lease, ordinary wear and tear excepted.

15.4 If Landlord wishes to demolish or decommission the Tank, Tenant's right to occupy space on the Tank under this Lease may be terminated and the Lease cancelled by Landlord upon twelve (12) months written notice delivered to Tenant. Landlord agrees to help relocate Tenant on the Property, or on another of Landlord's properties, at Tenant's expense, should such relocation be practical and not interfere with Landlord's use of the Property (or another of Landlord's properties) and a Lease Amendment shall be prepared at that time describing the new Premises. Tenant shall be reimbursed for its installation and building costs, which the parties hereby stipulate to be \$200,000, less ten percent (10%) for each year from commencement of the Initial Term. In the event the installation and building costs exceed \$200,000, such must be documented with details and receipts delivered to Landlord within six (6) months from the Commencement date of the Lease for such additional costs to be considered. Tenant shall provide Landlord with Tenant's installation and building costs within six (6) months of the Commencement Date. Should at any time thereafter Landlord elect not to decommission the tank, Tenant shall at its sole discretion have the right to remain at the site under the same terms and conditions.

15.5 Any holding over after the expiration of the term hereof, with the consent of the Landlord, shall be construed to be a tenancy from month to month at the rent last in effect (prorated on a monthly basis). Any such holdover without consent of Landlord shall be at two times the rent last in effect (prorated monthly) and no tenancy shall be deemed created.

SECTION 16
SURRENDER OF PREMISES

16.1 Tenant shall on the last day of the Term, or upon any earlier termination of this Lease, or upon re-entry by Landlord upon the Premises, surrender and deliver up the Premises into the possession and use of Landlord free and clear of all liens and encumbrances other than those, if any, created by Landlord.

SECTION 17
INVALIDITY OF PARTICULAR PROVISIONS

17.1 If any term of this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall remain valid and enforceable to the fullest extent permitted by law.

SECTION 18
NOTICES

18.1 All notices, demands and requests required under this Lease shall be in writing. All such notices, demands and requests shall be deemed to have been properly given if sent by certified mail, return receipt requested, or a nationally recognized overnight courier service (post office box not acceptable) as follows:

If to Landlord:
Monroe County Water Authority
475 Norris Drive
Rochester, New York 14610
Attention: Chief Engineer

If to Town:
Town of Brighton
2300 Elmwood Ave.
Rochester, New York 14618
Attn: Supervisor;
Copy to: Commissioner of Public Works;
Copy to: Town Attorney

If to Tenant:
BELL ATLANTIC MOBILE OF ROCHESTER, L.P.,
d/b/a VERIZON WIRELESS
180 Washington Valley Road
Bedminister, New Jersey 07921

or to such other persons and addresses as Landlord and Tenant may from time to time designate by written notice addressed to one another. The effective date of such notice shall be the postmark date or the date delivered to the courier service, as the case may be.

18.2 For security purposes, Tenant shall provide Landlord with regularly updated local contact lists of its personnel including names, titles, and telephone numbers.

SECTION 19 QUIET ENJOYMENT

19.1 Tenant, upon paying the rent herein provided and observing and keeping all covenants and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Premises during the Term without hindrance or molestation by anyone claiming by or through Landlord.

SECTION 20 SECURITY PROCEDURES FOR ACCESS TO PREMISES

20.1 Landlord has instituted extensive anti-terror security measures to protect the public drinking water supply. Landlord's sites are now monitored and patrolled extensively and anyone entering upon any site without prior authorization and clearance may be subject to arrest and/ or detention. Such security is not maintained for the benefit of Tenant and, while incidentally benefiting Tenant, shall not be an obligation of Landlord under this Lease. Even minor breaches in security at water supply facilities are now viewed with extreme seriousness and may involve other local, state and/or federal government agencies.

20.2 Accordingly, each and every time the Property and/or Premises are accessed by any of Tenant's employees, agents, contractors and invitees, clearance must be obtained from the Landlord by telephone or other means approved by Landlord. Landlord maintains dispatchers on duty 24 hours a day, seven days per week who must be contacted before entering the Property or Premises. The protocol for obtaining such clearance may involve the use of codes and other measures deemed appropriate in Landlord's sole discretion and will be set out in one or more separate security procedures statements ("Security Procedures"). Landlord retains the right from time to time to revise such Security Procedures as it deems necessary, provided such do not unreasonably interfere with Tenant's need for emergency access to the Premises.

20.3 Tenant hereby agrees to reimburse the Landlord, as Additional Rent, for all costs and expenses incurred by Landlord arising from Tenant's breach of the Security Procedures. Such expenses may include, but are not limited to, emergency response costs, investigations and extensive water sampling, testing and monitoring. All cost and expenses billed to Tenant by Landlord under this section of the Lease will be due in full within thirty (30) days from the date of delivery of all such billings.

SECTION 21
ENVIRONMENTAL MATTERS

21.1 TENANT'S REPRESENTATIONS - Tenant represents and warrants that its use of the Premises herein will not generate any hazardous substance, and it will not store or dispose on the Premises nor transport to or over the Premises any hazardous substance. Tenant further agrees to hold Landlord harmless from and indemnify Landlord against any release of any such hazardous substance and any damage, loss, or expense or liability proximately caused by such release including all attorneys' fees, costs and penalties incurred as a result thereof except any release caused by the negligence of Landlord, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

a. Tenant's Installations will also not contain asbestos, nor will any equipment or other installations by Tenant on the Premises or the Property contain any polychlorinated biphenyls.

b. The use and occupancy of the Premises and the Property by Tenant will not be in violation of any laws, regulations or rules of the United States, the State of New York and the municipalities in which the Property is located relating to the pollution or protection of the environment (including, ambient air, surface waters, ground waters, subsurface strata, biota, and cultural properties) or permit or license issued thereunder ("Environmental Laws") and no event will occur which will constitute non-compliance with Environmental Laws.

21.2 LANDLORD REPRESENTATIONS - Landlord represents, warrants and agrees that: (i) Landlord has used the Premises in compliance with local, state, and federal statutes and regulations, or ordinances pertaining to the environment or natural resources; and (ii) during Landlord's ownership and control, the Premises have not required closure or clean-up of any hazardous waste ("Hazardous Waste"). Landlord represents, warrants and agrees that it will be solely responsible now and in the future for the clean-up and removal of any Hazardous Waste which, through Landlord's own negligence or intentional misconduct, it caused to be generated upon the Premises. Landlord will defend, indemnify and hold Tenant harmless from and against any and all liabilities, damages, expenses and fees, including reasonable legal fees, and expert witness fees, related to the breach by Landlord of its representations set forth in clauses (i) or (ii) herein.

SECTION 22
MISCELLANEOUS PROVISIONS

22.1 The captions of this Lease are for convenience and reference and in no way define, limit or describe the scope or intent of this Lease, nor in any way affect this Lease.

22.2 In the event that any Tank owned or operated by Landlord shall, prior to the occupancy of Tenant, be required by virtue of any provision of law that it be lighted or otherwise marked, Landlord shall remain responsible for compliance with said provision of law. Should any installation or improvements made by Tenant result in or trigger the requirement that the structure be lighted or otherwise marked, then Tenant shall, at its sole expense, undertake such lighting or marking as required by law.

22.3 This Lease shall be construed and enforced in accordance with the laws of the State of New York.

22.4 Upon the execution and delivery hereof, this Lease shall constitute the entire agreement between Landlord and Tenant for the Premises, except for the Water Supply Lease. This Lease cannot be changed orally, but only by an agreement in writing and signed by all parties to this Lease. The Lease may be executed in counter-parts and each shall be deemed an original for evidentiary purposes.

22.5 The covenants and agreements herein contained shall bind and inure to the benefit of Landlord and Tenant, their respective successors and assigns, except as otherwise provided herein.

22.6 Tenant agrees at any time and from time to time, upon not less than 20 days prior notice by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the commencement date.

22.7 Landlord agrees at any time and from time to time, upon not less than 20 days prior notice by Tenant, to execute, acknowledge and deliver to Tenant a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there shall have been modifications, that the same is in full force and effect as modified and stating the modifications), and the commencement date.

22.8 Each person signing this Lease for Landlord and Tenant represents that he or she is vested with the authority to bind his or her respective organization.

22.9 The parties agree that nothing in this Lease shall be construed to diminish or negate any of the Authority's or Town's rights or privileges provided in the Water Supply Lease now in effect between the Town and Authority. No lease or sublease of the Tank and Property will be permitted without the consent of the Authority, which consent shall not be unreasonably withheld.

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

LANDLORD:

MONROE COUNTY WATER AUTHORITY

By: Edward T. Marianetti
Edward T. Marianetti, Executive Director

TOWN OF BRIGHTON

By: John J. Hunkel
Its: SUPERVISOR

TENANT:

BELL ATLANTIC MOBILE OF ROCHESTER, L.P.,
a New York Limited Partnership,
d/b/a VERIZON WIRELESS

By: Upstate Cellular Network, its General Partner
By: Cellco Partnership, Its General Partner and Manager

By: [Signature]
Name: David R. Heverling
Title: Area Vice President, Network

717 09

State of New York)
County of Monroe) ss:

On the 17 day of February in the year 2009 before me, the undersigned, personally appeared **Edward T. Marianetti**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Karin C. Anderson

Notary Public **KARIN C. ANDERSON**
Notary Public, State of New York
Qualified in Monroe County
No. 01AN6062568
Commission Expires 8-13-09

State of New York)
County of Monroe) ss:

On the 21 day of April in the year 2009 before me, the undersigned, personally appeared Sandra Frankel, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

SUSAN KRAMARSKY
NOTARY PUBLIC, STATE OF NEW YORK
COUNTY OF MONROE 01KR6042152
COMMISSION EXPIRES 5/15/2010

Susan Kramarsky
Notary Public

Commonwealth of Massachusetts
County of Worcester

On the ^{ss:} 17 day of July in the year 2009 before me, the undersigned, personally appeared David R. Herling, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the _____ (Insert the city or other political subdivision and the state or country or other place the acknowledgment was taken).



DIANE GAZZOLA
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES
NOVEMBER 13, 2009

Diane Gazzola
Notary Public

Exhibit "A"

Property and Premises

Exhibit "B"

Property Plan

Exhibit "C"

Tenant's Construction Drawings

Tenant's Construction Drawings detailing the Tenant Improvements shall be attached upon approval by the Authority and as further set forth in Section 1.5 of this Lease.

Exhibit "D" to Lease

MEMORANDUM OF LEASE

This Memorandum of Lease evidences that MONROE COUNTY WATER AUTHORITY, as Landlord, as their interests may appear, the TOWN OF BRIGHTON, New York and BELL ATLANTIC MOBILE OF ROCHESTER, L.P., a New York Limited Partnership, d/b/a VERIZON WIRELESS as Tenant entered into a certain lease dated _____, ("Lease") for a certain premises described in Exhibit "A" annexed hereto, being a portion of the parcels of land in the Town of Brighton, Monroe County, New York, having Tax Map Identifier No. 148.15-3-56, 148.15-3-57 148.15-3-58 and 148.15-3-59, and depicted on annexed Exhibit "B" ("Premises") with certain rights of ingress, egress and certain easements. The Lease commenced on _____, and has an Initial Term of five (5) years with four (4) five (5) year Renewal Terms.

LANDLORD:

MONROE COUNTY WATER AUTHORITY

By: Edward T. Marianetti
Edward T. Marianetti, Executive Director

TOWN OF BRIGHTON

By: Paul J. Rondel
Its: SUPERVISOR

TENANT:

BELL ATLANTIC MOBILE OF ROCHESTER, L.P.,
a New York Limited Partnership,
d/b/a VERIZON WIRELESS

By: Upstate Cellular Network, its General Partner

By: Cellco Partnership, Its General Partner and Manager

By: [Signature]
Name: David R. Heverling
Title: Area Vice President, Network

71709

State of New York)
County of Monroe) ss:

On the 17 day of February in the year 2009 before me, the undersigned, personally appeared **Edward T. Marianetti**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Karin C. Anderson

Notary Public **KARIN C. ANDERSON**
Notary Public, State of New York
Qualified in Monroe County
No. 01AN6062568
Commission Expires 8-13-09

State of New York)
County of Monroe) ss:

On the 21 day of April in the year 2009 before me, the undersigned, personally appeared Sandra Frankel, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


SUSAN KRAMARSKY
NOTARY PUBLIC, STATE OF NEW YORK
COUNTY OF MONROE 01KR6042152
COMMISSION EXPIRES 5/15/2010

Susan Kramarsky

Notary Public

Commonwealth of Massachusetts
County of Worcester) ss:

On the 17 day of JULY in the year 2009 before me, the undersigned, personally appeared Diana R. Hovington, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the _____ (Insert the city or other political subdivision and the state or country or other place the acknowledgment was taken).

 **DIANE GAZOLA**
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES
NOVEMBER 13, 2009

Diane Gazeola
Notary Public

AMENDMENT TO MEMORANDUM OF LEASE

THIS AMENDMENT TO MEMORANDUM OF LEASE (the "Amendment") is made this 29th day of December, 2010, by and between MONROE COUNTY WATER AUTHORITY ("Landlord"), the TOWN OF BRIGHTON, NEW YORK, and BELL ATLANTIC MOBILE OF ROCHESTER, L.P. ("Tenant"), as their interests may appear.

This instrument affects real property situate, lying and being in the Town of Brighton, County of Monroe, State of New York and known as follows: 1 Mortimer Avenue and No Number Highridge Street, both in the Town of Brighton, County of Monroe, State of New York, consisting of Tax Map Parcel Numbers 148.15-3-56, 148.15-3-57, 148.15-3-58, and 148.15-3-59.

This Amendment modifies that certain Memorandum of Lease recorded in the Monroe County Clerk's Office on December 23, 2009, in Liber 10830 of Deeds, Page 142, as follows:

1. Exhibits A and B of the Memorandum of Lease are hereby removed and replaced with Exhibits A-1 and B-1 attached hereto.
2. All other terms and conditions of the Memorandum of Lease remain the same.

[The remainder of this page is intentionally left blank.]

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

LANDLORD:

MONROE COUNTY WATER AUTHORITY

By: Nicholas Noce
Name: Nicholas Noce
Title: Executive Director

TOWN OF BRIGHTON

By: Sandra L. Frankel
Name: Sandra L. Frankel
Title: Supervisor

TENANT:

BELL ATLANTIC MOBILE OF ROCHESTER,
L.P., a New York Limited Partnership, d/b/a
Verizon Wireless

By: Upstate Cellular Network, its General
Partner

By: Cellco Partnership, its General Partner and
Manager

By: David R. Heverling
Name: David R. Heverling
Title: Area Vice President Network

10 13 10

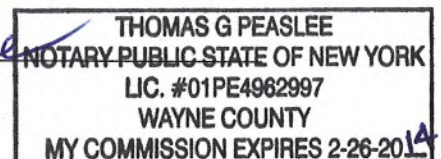
STATE OF NEW YORK)

) SS.:

COUNTY OF Monroe)

On the 22nd day of October, in the year 2010, before me, the undersigned, personally appeared Nicholas Noce, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is ~~(are)~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument, the individual~~(s)~~, or the person upon behalf of which the individual~~(s)~~ acted, executed the instrument.

Thomas G. Peaslee
Notary Public



STATE OF NEW YORK)

) SS.:

COUNTY OF Monroe)

On the 29 day of Dec, in the year 2010 before me, the undersigned, personally appeared **SANDRA L. FRANKEL**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Susan Kramarsky

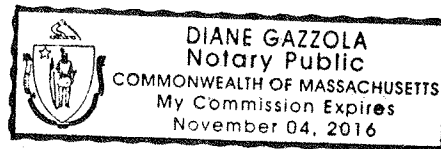
Notary Public

SUSAN KRAMARSKY
NOTARY PUBLIC, STATE OF NEW YORK
COUNTY OF MONROE 01KR6012152
COMMISSION EXPIRES 5/15/2014

COMMONWEALTH OF MASSACHUSETTS)
) SS.:
COUNTY OF WORCESTER)

On the 13 day of OCT, in the year 2010, before me, the undersigned, personally appeared **DAVID R. HEVERLING**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Diana M. Mula
Notary Public



[NYROC706]

WATER TOWER LEASE AGREEMENT

This Agreement, made this 10th day of October, 2006, between the TOWN OF VICTOR, a municipal corporation, with its principal mailing address 85 E. Main Street, Victor, New York 14564, Tax ID #16-6002392, hereinafter designated LESSOR and BELL ATLANTIC MOBILE OF ROCHESTER, L.P. d/b/a Verizon Wireless with its principal offices at 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** LESSOR hereby leases to LESSEE certain space on the LESSOR's water tower ("Tower") and certain ground space of approximately 20' x 40' for installation of LESSEE's equipment building, all on LESSOR's property located at 701 High Street in the Town of Victor, County of Ontario, State of New York, as shown on the Tax Map of the Town of Victor as Tax Map Parcel Number 15-2-74, and being further described in Deed Book 676 at Page 611 as recorded in the Office of the Clerk of Ontario County (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a thirty foot (30') wide right-of-way extending from the nearest public right-of-way to the demised premises, said tower space, ground space and right-of-way for access and utilities being substantially as shown on Exhibit "A" and attached hereto and made a part hereof.

In the event any public utility is unable to use the aforementioned right-of-way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. **SURVEY.** LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A." Cost for such work shall be borne by the LESSEE.

3. **TERM.** This Agreement shall be effective as of the date of execution by both parties, provided however, the initial term shall be for five (5) years and shall commence on the

Commencement Date (as hereinafter defined) at which time rental payments will be due at an annual rental of Twelve Thousand and 00/100 Dollars (\$12,000.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. The Commencement Date is defined as the first day of the month following the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits or upon the commencement of construction of the facility contemplated by this Agreement, whichever ever occurs first, provided that the parties agree that the first rent payment shall be paid by LESSEE within sixty (60) days of said Commencement Date. The parties agree that LESSEE may begin construction of the facility contemplated in this Agreement while the first rent payment is being processed by LESSEE. The annual rental for each lease year during the initial or any extension term shall be equal to 103% of the annual rental payable with respect to the immediately preceding lease year.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for three (3) additional five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Under no circumstances will the term of this Lease, including all renewals, exceed forty-nine (49) years. As set forth above, annual rental for each lease year during each such additional five (5) year term shall be equal to 103% of the annual rental payable with respect to the immediately preceding lease year.

6. UTILITIES. LESSEE agrees to furnish and install separate electrical service (inclusive of a separate meter) to the site for its intended purpose, provided that such installation is permitted by the local utility company.

7. USE, GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining and operating a communications facility and uses incidental and all necessary appurtenances. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements shall be at LESSEE's expense and the installation of all improvements shall be at the discretion and option of the LESSEE, upon the prior written consent of LESSOR, which consent shall not be unreasonably withheld, conditioned or delayed. LESSEE shall have the right to replace, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement to the extent that same does not increase the structural loading or significantly alter the aesthetical appearance. LESSEE will maintain the Premises in a good condition reasonable wear and tear excepted. LESSOR will maintain the Property, excluding the Premises, in good condition, reasonable wear

and tear excepted. It is understood and agreed that LESSEE's ability to use the Property is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE. In the event that any of such applications for such Governmental Approvals should be finally rejected or LESSEE determines that such Governmental Approvals may not be obtained in a timely manner or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests are found to be unsatisfactory so that LESSEE in its sole discretion will be unable to use the Premises for its intended purposes or the LESSEE reasonably determines that the Property is no longer technically compatible for its intended use, LESSEE shall have the right to terminate this Agreement. Notice of the LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the LESSEE. All rentals paid to said termination date shall be retained by the LESSOR. Upon such termination, this Agreement shall become null and void and all the Parties shall have no further obligations including the payment of money, to each other.

8. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.

9. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all federal, state, county and local laws. The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If the LESSOR fails to make such repairs including maintenance the LESSEE may make the repairs and the costs thereof shall be payable to the LESSEE by the LESSOR on demand. If the LESSOR does not make payment to the LESSEE within ten (10) days after such demand, the LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the LESSEE to the LESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

10. INTERFERENCE. LESSEE agrees to have installed radio equipment of the type and frequency which will not cause measurable interference to the equipment existing as of the date this Agreement is executed by the Parties of the LESSOR or other lessees of the Property.

In the event LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE of such interference, LESSEE will take all steps necessary to correct and eliminate the interference. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference to the existing equipment of the LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, either Party shall have the right to specifically enforce the provisions of this paragraph in a court of competent jurisdiction.

11. LESSEE COMPLIANCE. All installations and operation in connection with this Agreement by LESSEE shall meet with all applicable Rules and Regulations of the Federal Communications Commission, Federal Aviation Agency and all applicable codes and regulations of the township, county and state concerned. Under this Agreement, the LESSOR assumes no responsibility for the licensing, operation, and/or maintenance of LESSEE's radio equipment.

12. INDEMNIFICATION. Each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Premises or the Property by the Party, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the other Party, or its servants or agents.

13. INSURANCE. The Parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the premises or to property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain comprehensive general liability and property liability insurance with liability limits of not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR agrees that LESSEE may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy.

14. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder and shall have paid all rents and sums due and payable to the LESSOR by LESSEE, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of this Agreement provided that three (3) months prior notice is given the LESSOR.

15. REMOVAL UPON TERMINATION. LESSEE, upon termination of the Agreement, shall, within ninety (90) days, remove its building(s), antenna structure(s), including footings to three feet (3') below grade, fixtures and all personal property and otherwise restore the Property to its original condition, reasonable wear and tear excepted. LESSOR agrees and acknowledges that all of the equipment, fixtures and personal property of the LESSEE shall remain the personal property of the LESSEE and the LESSEE shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under

applicable law. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

16. RIGHT OF FIRST REFUSAL. Intentionally deleted.

17. RIGHTS UPON SALE. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of the Property to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE's rights hereunder, and any sale by the LESSOR of the portion of this property underlying the right-of-way herein granted shall be under and subject to the right of the LESSEE in and to such right-of-way.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing tile covenants shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same, and that there are no covenants, easements or restrictions which prevent the use of the Premises by the LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State in which the Property is located.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which consent will not be unreasonably withheld, conditioned or delayed.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the

courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Town of Victor
85 E. Main Street
Victor, New York 14564
Attn: Charlie Zahn, Superintendent

LESSEE: Bell Atlantic Mobile of Rochester, L.P.
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon mailing or delivering the same to a commercial courier, as permitted above.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any mortgage or other security interest by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage or other security interest shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest, the LESSOR immediately after this agreement is executed, will obtain and furnish to LESSEE, a non-disturbance agreement for each such mortgage or other security interest in recordable form. In the event the LESSOR defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and the LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

27. DEFAULT. In the event there is a default by the LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, the

LESSOR shall give LESSEE written notice of such default. After receipt of such written notice, the LESSEE shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The LESSOR may not maintain any action or effect any remedies for default against the LESSEE unless and until the LESSEE has failed to cure the same within the time periods provided in this paragraph.

28. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the activities of the LESSEE.

b. LESSOR shall hold LESSEE harmless and indemnify the LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such compliance results from conditions caused by the LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by the LESSEE.

29. CASUALTY. In the event of damage by fire or other casual to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Lease upon fifteen (15) days written notice to LESSOR. Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease. Notwithstanding the foregoing, all rental shall abate during the period of such fire or other casualty.

30. CONDEMNATION. In the event of any condemnation of the Property, LESSEE may terminate this Lease upon fifteen (15) days written notice to LESSOR if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the antennas, equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Lease.

31. SUBMISSION OF LEASE. The submission of this Lease for examination does not constitute an offer to lease the Premises and this Lease becomes effective only upon the full execution of this Lease by the Parties. If any provision herein is invalid, it shall be considered deleted from this Lease and shall not invalidate the remaining provisions of this Lease. Each of the Parties hereto warrants to the other that the person or persons executing this Lease on behalf of such party has the full right, power and authority to enter into and execute this Lease on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Lease.

32. APPLICABLE LAWS. LESSEE shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. LESSOR agrees to keep the Property in conformance with all applicable laws, rules and regulations and agrees to reasonably cooperate with the LESSEE regarding any compliance required by the LESSEE in respect to its use of the Premises.

33. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

34. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

35. REAL ESTATE TAXES BASED UPON LESSEE'S IMPROVEMENTS. LESSEE shall pay as additional rent any documented increase in real estate taxes levied against the Premises which are directly attributable to the improvements constructed by LESSEE. LESSOR shall provide to LESSEE a copy of any notice, assessment or billing relating to real estate taxes for which LESSEE is responsible under this Agreement within thirty (30) days of receipt of the same by LESSOR. LESSEE shall have no obligation to make payment of any real estate taxes until LESSEE has received the notice, assessment or billing relating to such payment as set forth in the preceding sentence. In the event LESSOR fails to provide to LESSEE a copy of any real estate tax notice, assessment or billing within the thirty (30) day period set forth herein, LESSEE shall be relieved of any obligation or responsibility to make payment of real estate taxes referred to in the notice, assessment or billing which was not timely delivered by LESSOR to LESSEE.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any real estate tax assessment or billing for which LESSEE is wholly or partly responsible for payment under this Agreement. LESSOR shall reasonably cooperate with LESSEE in filing, prosecuting and perfecting any appeal or challenge to real estate taxes as set forth in the preceding sentence, including but not limited to, executing any consent to appeal or other similar document.

36. WATER TOWER MAINTENANCE. LESSOR shall give LESSEE not less than twenty (20) business days' prior notice of any repair work LESSOR plans to do on the Tower so that LESSEE can take appropriate steps to protect LESSEE's antennas and equipment on the Tower. In case of any substantial repair work that will require interruption of LESSEE's operations from the Tower, including without limitation painting of the Tower, LESSOR shall give LESSEE not less than ninety (90) days' prior notice of such work, and LESSEE shall have the right, at no additional rent, to place a temporary cell site and antenna structure on LESSOR's premises during such interruption at a location consented to by LESSOR, which agreement LESSOR shall not unreasonably withhold. If municipal or zoning approvals are required for such a temporary cell site, LESSOR hereby consents to and will cooperate in connection therewith. LESSOR shall use reasonable care in its maintenance and repair of the Tower to avoid disturbance to LESSEE's operations, or damage to LESSEE's antennas and equipment on the Tower. LESSEE agrees to pay any incremental maintenance and repair costs incurred by LESSOR as a result of having to work around or protect LESSEE's antennas and equipment on the Tower, subject to substantiation of such incremental costs.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their
irrespective seals the day and year first above written.

LESSOR:

TOWN OF VICTOR

WITNESS

By: 

Name: LESLIE P. BAMANN

Title: SUPERVISOR

LESSEE:

BELL ATLANTIC MOBILE OF ROCHESTER, L.P.
d/b/a Verizon Wireless

By: Upstate Cellular Network, its General Partner

By: Cellco Partnership, its General Partner


WITNESS

By: 

Name: David R. Heverling

Title: Vice President, Network –
Northeast Area

10/20/06

EXHIBIT A
(Sketch of Property)

EXHIBIT B

LESSEE is authorized to install and maintain the following equipment:

ANTENNA INFORMATION

ANTENNAS:

() 12 @ 61'
Orientation: 60, 170, 290

() _____ Solid dish
below _____', Azimuth: _____

Diameter of transmission line: Not to exceed _____"

Hilton Tank Site
T-Mobile

ORIGINAL

Site No. 3MOR056A
-1

LEASE

Between

MONROE COUNTY WATER AUTHORITY

And

OMNIPONT COMMUNICATIONS INC.

Dated as of: June 18, 2003

Premises: Hilton Tank, 7 Cedar Terrace, Village of Hilton, New York

Attorney for Authority:

CUMMINGS LAW OFFICES, PLLC
1577 W. Ridge Road, Suite 207
Rochester, New York 14615
Tel. (585) 663-2150 Fax (585) 663-3962

I N D E X

Premises.....	Section 1
Term.....	Section 2
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LEASE

THIS LEASE, made as of this _____ day of _____, 2003, by and among MONROE COUNTY WATER AUTHORITY, a public benefit corporation with offices at 475 Norris Drive, Rochester, New York 14610 ("Authority" and "Landlord"), and OMNIPOINT COMMUNICATIONS INC., a Delaware corporation with an office at 12920 S.E. 38th Street, Bellevue, Washington 98006 ("Tenant").

W I T N E S S E T H:

WHEREAS, Authority and Village of Hilton ("Village") have heretofore entered into a certain lease agreement for operation of the water district dated December 2, 1985 (the "Water Supply Lease"); and

WHEREAS, pursuant to the Water Supply Lease, Landlord operates and maintains a certain Water Storage Tank (the "Tank") on property owned by the Village and situate in the Village of Hilton, Monroe County, New York, known as the "Hilton Tank" at 7 Cedar Terrace, bearing Tax Account No. 032.10-02-088 (the "Property") and being more particularly described by the legal description annexed hereto as Exhibit "A" and made a part hereof; and

WHEREAS, pursuant to Section 1096 of the New York Public Authorities Law, Authority has the power to lease real property "for its corporate purposes"; and

WHEREAS, Landlord has determined that the premises to be demised hereunder are not currently required exclusively for water supply purposes; and

WHEREAS, Tenant is licensed by the Federal Communications Commission ("FCC") to provide wireless communications system services in Monroe County, New York; and

WHEREAS, Tenant is desirous of operating a wireless facility on the Property in accordance with the terms and conditions hereof.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and the sum of One Dollar (\$1.00) and other good and valuable consideration, the payment and receipt of which is hereby acknowledged, the parties hereto do agree as follows:

SECTION 1 PREMISES

1.1 Landlord hereby subleases to Tenant and Tenant hereby takes from Landlord, for the term and upon the terms, covenants and conditions set forth in this Lease, certain land, being that portion of the Property more particularly described on the Property Plan attached hereto as Exhibit "B" and made a part hereof ("Premises"), together with the right of access to and from the Premises for installation and maintenance of equipment deemed necessary by Tenant and for all utility service to the Premises and "Tenant's Installations", as hereinafter defined, all as more particularly shown on Exhibit "B".

1.2 The Premises will be used by Tenant for the purpose of installing, removing, replacing, maintaining and operating, at Tenant's expense, a wireless communication facility, including without limitation, antenna equipment, fixtures and related equipment on the Tank and on a small portion of the land under or near the Tank ("Tenant's Installations"). This Lease does not permit construction or operation of a tower or pole of any kind anywhere on the Property.

1.3 The procurement of all necessary licenses and permits for the erection, construction, maintenance and operation of Tenant's Installations and any other certificates or permits which may be required are the obligation of Tenant and all fees and expenses in connection therewith shall be paid by Tenant, provided that Landlord shall cooperate with Tenant in procuring them, as long as Tenant pays any and all direct and indirect expenses related thereto. In the construction of all improvements upon the Premises, and for any and all repairs of or alterations to Tenant's Installations as provided in Section 5 of this Lease, Tenant will comply with all laws, ordinances and regulations of all governments and bureaus concerned with said construction.

1.4 Tenant will solve interference problems with other telecommunications systems existing at the Property as of the date of this Lease. Landlord may install other equipment, including communications systems, and may permit other persons or entities to install such equipment, provided such installations comply with all applicable FCC regulations and provided they do not interfere with Tenant's operations. Prior to Tenant's initial construction of Tenant's Installations and after any further changes from frequency band charges, Tenant will pay the cost of any necessary interference studies shall be paid by Tenant. Tenant's Installations, and the operation and maintenance thereof, will not interfere with Landlord's use, enjoyment and maintenance of the Property.

1.5 Tenant's Installations shall be installed in accordance with the construction drawings to be attached hereto as Exhibit "C" and made a part hereof ("Tenant's Construction Drawings"). Tenant's Construction Drawings, shall be subject to the approval of Landlord which shall not be unreasonably withheld. Any such approval (or disapproval) by Landlord of Tenant's Construction Drawings shall be in writing and in the event of any disapproval, the reasons therefore shall be stated in writing. Tenant acknowledges that no such approval by Landlord shall

be deemed a representation by Landlord that such Tenant's Plans and Specifications comply with applicable federal and state occupational and safety laws and regulations. Upon completion of Tenant's Installations, Landlord shall have the right to inspect the work to insure that Tenant's Installations have been completed in accordance with Tenant's Construction Drawings which have previously been approved by Landlord. Tenant and Landlord agree that Tenant will not begin full operations within the Premises until after Landlord's inspection of Tenant's Installations. Landlord agrees to make such inspection within ten (10) days of the completion of Tenant's Installations, provided that Tenant has given Landlord written notice at least 14 days in advance of the completion date. Otherwise such inspection will be done within 24 days of receipt of said notice of completion.

1.6 EXCEPT FOR THE TERMS AND CONDITIONS OF PARAGRAPH 21 HEREOF, LANDLORD MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE USE, OPERATION, SAFETY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, TENANT'S USE OF THE PREMISES, SHALL BE ON AN "AS IS" BASIS. All such risks, as between Landlord and Tenant, except for these risks caused by or resulting from the acts or omissions of Landlord, its agents, employees, contractors and invitees, are to be borne by Tenant. Without limiting the foregoing, and unless caused by the acts or omissions of Landlord, its agents, employees, contractors or invitees, Landlord shall have no responsibility or liability to Tenant or any other person with respect to any of the following: (i) the delivery, installation, operation, servicing, maintenance, repair, improvement or replacement of Tenant's Installations; (ii) the use, operation or performance of Tenant's Installations or any risks relating thereto; (iii) any liability, loss or damage caused or alleged to be caused directly or indirectly by Tenant's Installations, any inadequacy thereof, any deficiency or defect (latent or otherwise) therein, or any other circumstances in connection therewith; or (iv) any interruption of services, loss of business or anticipated profits or consequential damages.

SECTION 2 TERM

2.1 The initial five (5) year term of this Lease ("Initial Term") shall commence on the earlier of the date work is commenced at the Premises by or on behalf of the Tenant or 180 days from the date this Lease is signed by all parties hereto (the "Commencement Date"), and shall expire five years from the Commencement Date. Tenant shall have the right to renew this Lease for up to four (4) additional five (5) year periods ("Renewal Terms"). Such renewals shall be automatic, unless Tenant gives Landlord written notice at least sixty (60) days prior to the expiration of the Initial Term or Renewal Term then in effect that it will not renew this Lease. In no event, however, shall any Renewal Term be deemed to extend beyond the date on which the term of the Water Supply Lease expires.

SECTION 3
RENT/ TAXES

3.1 Tenant covenants and agrees to pay to Authority and Village by way of annual rental for the Premises the collective sum of \$14,400.00 payable annually in advance to Authority and Village on the Commencement Date and on the same month and day each year thereafter during the term, and any renewal thereof, of this Lease ("Rent"). Tenant shall pay the Rent as follows: forty-five (45%) to the Village and fifty-five (55%) to the Authority, or in such other proportion as Authority and Village shall so advise Tenant in writing. The Authority will be responsible for paying the broker's commission out of its portion of the Rent. Upon execution of this Lease by Tenant, Tenant shall reimburse Authority for its reasonable costs and expenses, including legal fees to Authority of \$2,500.00 in connection with the preparation and negotiation of this Lease, as further set forth in Section 9.

3.2 Rent shall increase, as of the first day of each renewal term, by fifteen (15%) percent over the rent in effect for the immediately preceding term.

3.3 Tenant has agreed to install the County of Monroe's 911 telecommunication equipment ("County Equipment") at the Property, all as more particularly described in section 11 of the attached "Addendum For Tank Mounted Equipment" and as shown on certain drawings approved, or to be approved, by the Authority and the County of Monroe ("County"). In return for the completed installation of the County Equipment, as approved by the Authority and the County, the Tenant will receive a rent abatement for six (6) months. Such abatement shall be equal to six months of the monthly rent set forth in section 3.1 of this Lease and such six month abatement shall commence the month after completion and approval of the installation of the County Equipment.

3.4 RESERVED.

3.5 (a) Excluding Tenant's subsidiaries, parent or affiliates, and subject to Section 11 hereof, if Tenant, upon written consent of the Landlord, allows another ("Sublessee") to install one or more Antennas and/or related components of a wireless or Cellular system on any portion of the Premises (whether mounted directly on Tenant's equipment or otherwise), all rents, fees, commissions and revenues, however so designated, shall be split with the Landlord such that Landlord receives 25% of all such sums. Tenant shall be obligated to furnish written proof and accountings to the Landlord as and when requested to evidence the sublease arrangement and all revenues and consideration being given or exchanged between the Tenant and the Sublessee. All such revenues to be paid to the Landlord shall be paid directly by the payor or forwarded to the Landlord by Tenant within fourteen (14) days of Tenant's receipt thereof.

(b) If no revenues are generated by such installation and location by Sublessee but is the result of a co-location agreement, swap or cooperative or mutual arrangement, the Rent

shall be increased by twenty-five (25%) percent over the Rent in effect as of the date of installation, excluding any public service installations for which Tenant receives no compensation.

3.6 Authority will pay when due all real property taxes attributable to the Property. Tenant will be responsible for payment of any personal and/or real property taxes assessed directly upon the installation and use of Tenant's Installations on the Premises. Tenant will pay to Landlord, as additional rent, any increase in personal and/or real property taxes levied against the Property which are directly attributable to Tenant's use of the Premises, upon delivery of reasonable proof of such increase to Tenant by Landlord. Tenant and/or Landlord shall have the right to challenge any taxes levied on the Property or the Premises due to Tenant's Installations and the parties shall fully cooperate with each other in such challenge.

3.7 RESERVED.

3.8 Tenant shall maintain in full force and effect during the initial term, and any renewal terms and any holdover periods, a performance bond of at least \$20,000.00 covering complete removal from the Premises and Property all of Tenant's equipment and fixtures of every description including, but not limited to, towers, sheds, antennae, fencing and electrical apparatus, in favor of Landlord to insure removal and restoration of the Property upon abandonment and/or lease termination.

SECTION 4 INSURANCE

4.1 Tenant, and all contractors and subcontractors of Tenant, shall carry, at their own expense, comprehensive general liability insurance in an amount no less than \$3,000,000 combined single limit covering personal injury and property damage. Tenant and Tenant's contractors and subcontractors shall name Landlord as additional insureds on such policies. In addition, Tenant's contractors and subcontractors shall provide Landlord with evidence of such insurance, including such worker's compensation insurance as required by New York law, prior to performing any work on the Premises after the commencement date of this Lease.

4.2 Tenant shall maintain at its expense policies insuring against loss or damage to Tenant's Installations by reason of fire or other casualty.

4.3 All insurance required of Tenant by this Lease may be provided under Tenant's blanket policies from time to time in effect.

SECTION 5 REPAIRS, ALTERATIONS AND TITLE TO IMPROVEMENTS

5.1 Tenant may make any alterations, additions and improvements to Tenant's Installations necessary to conduct its business thereon. All such alterations, additions and improvements shall be made in accordance with plans and specifications to be provided to Landlord prior to the commencement of any work by Tenant. Prior written approval of Landlord, which shall not be unreasonably withheld, conditioned or delayed, shall be required prior to commencement of any material changes to the Premises, which will affect any portion of the Property outside of the Premises. No prior approval shall be required for any alterations, modifications, or additions which are required for Tenant's normal operations and/or maintenance of the Premises. Tenant shall take good care of the Premises and shall make all necessary repairs to Tenant's Installations.

5.2 Tenant's Installations will remain, at all times, Tenant's property, whether or not Tenant's Installations would be deemed fixtures under local law, and upon termination of this Lease, Tenant shall remove same pursuant to Section 15. Tenant shall maintain Tenant's Installations in good condition.

5.3 RESERVED.

5.4 Tenant shall maintain Tenant's installations in good order and repair, structurally, mechanically and cosmetically, and shall keep Tenant's installations safe and secure. Landlord shall have the right, but not the obligations, to inspect the premises and Tenant installations annually, with a representative of Tenant, upon at least thirty (30) days prior notice. All deficiencies shall be completed at Tenant's expense.

5.5 RESERVED.

SECTION 6 MECHANIC'S LIENS

6.1 Tenant shall indemnify and save Landlord harmless from and against all loss, liability, costs, attorneys' fees, damages or interest charges as a result of any mechanic's lien or any other lien filed against the Premises as a result of any act or omission or as a result of any repairs, improvements, alterations or additions made by Tenant, its agents or employees.

6.2 Tenant covenants that any such liens shall be bonded or discharged within thirty (30) days after Tenant receives notice thereof.

SECTION 7 INDEMNIFICATION

7.1 Tenant agrees to indemnify, defend and hold Landlord harmless from and against all direct and indirect injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorney's fees and court costs) arising from the use of

the Premises or any access roads or easements, the installation, use, maintenance, repair or removal of the Communication Facility or any related equipment or appurtenances or the breach of any provision of this Lease, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

7.2 Authority agrees to indemnify, defend and hold Village harmless from and against all losses, damages, liabilities, claims, costs or expenses (including reasonable attorneys fees and court costs) arising from any failure by Authority to make payments to FM Technologies under section 3.1(a) hereof.

SECTION 8 COMPLIANCE WITH LAWS

8.1 Tenant shall comply with all valid requirements of any Federal, State, County or local law or ordinance applicable to the use and occupancy of the Premises and any repairs or work performed on the Premises by Tenant, and Tenant agrees to indemnify the Landlord and save Landlord harmless from and against any penalty, damage or charge imposed for any violation by Tenant and its successors, assigns, agents and employees.

8.2 Landlord shall join in or consent to any and all reasonable applications and petitions to any governmental or other public agency that Tenant may, from time to time, make in connection with the Premises, provided only that Tenant shall pay all costs incurred in connection therewith.

8.3 Tenant shall remain in compliance with all applicable laws and regulations as stated in this Lease. In particular, Tenant shall comply with the Federal Communication Commission's ("FCC") radio-frequency ("RF") exposure rules and guidelines set forth in Section 1.1307(b)(1) through (b)(3) of the FCC's Rules. Additionally, Tenant shall post placards of sufficient size and legibility on or near the Tank informing all personnel of the safety precautions and procedures that should be observed when working on the Tank or near any of Tenant's equipment. Notices containing the text of the information set forth on the placards shall also be promptly filed with the Landlord for Landlord's approval prior to installation of the placards.

SECTION 9 DEFAULT; LANDLORD'S ATTORNEYS FEES AND COSTS

9.1 If any one or more of the following events (herein sometimes called "Events of Default") shall happen:

(a) If default shall be made in the payment of any rent payable under this Lease and such default shall continue for a period of 15 days after written notice from Landlord to Tenant specifying the items in default; or

(b) If default shall be made by Tenant in the performance or compliance with any of the agreements, terms, covenants or conditions in this Lease other than those referred to in Section 9.1(a) for a period of 30 days after written notice from Landlord to Tenant specifying the items in default, or if, in the case of a default of a covenant which cannot with due diligence be cured within said 30 day period, Tenant fails to commence within said 30 day period to cure such default and to diligently and complete such cure within a reasonable period of time, or

(c) If default shall be made by Landlord in the performance or compliance with any of the agreements, terms, covenants or conditions in this Lease other than those referred to in Section 9.1(a) for a period of 30 days after written notice from Tenant to Landlord specifying the items in default, or if, in the case of a default of a covenant which cannot with due diligence be cured within said 30 day period, Landlord fails to commence within said 30 day period to cure such default and to diligently and complete such cure within a reasonable period of time, or

(d) If Tenant shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent.

Then and in any such event, Landlord, at any time thereafter may give written notice to Tenant specifying such event of default or events of default and stating that this Lease shall expire and terminate 10 days after the giving of such notice. Upon the date specified in such notice this Lease shall expire and terminate; provided, however, Tenant shall remain liable for all sums due hereunder to Landlord.

9.2 Tenant shall be responsible for any costs of collection of the Rent or any other amounts which become due pursuant to this Lease, including reasonable legal fees and court costs, regardless of whether an action is actually commenced by Landlord. In the event of litigation between Landlord and Tenant arising directly or indirectly out of the Lease, the prevailing party shall have all of its attorneys' fees and costs paid by the other party.

SECTION 10 UTILITIES

10.1 Landlord agrees to cooperate, at no expense to Landlord, with Tenant in securing any electrical and other utility services needed for Tenant's Installations, and Landlord agrees to grant to Tenant and/or to utility companies, at no cost to Tenant or such utility companies, easements, rights-of-way licenses and permits over or under the Premises and the Property as may be reasonably required to make such utility services available to Tenant. Notwithstanding

the foregoing, such grants shall in no event interfere with any of the buildings, structures, or other improvements on the Property or disrupt or interfere in any way with the Landlord's present use of the Property, and shall provide that Landlord is to be indemnified of and from any loss, damage or liability arising from or connected with exercise of rights under such grants. Tenant shall be responsible, at its sole cost and expense, for constructing and installing any electrical service facilities required for Tenant's Installations, including but not limited to wiring, metering, distribution and grounding systems, and for the cost of any utility services utilized by Tenant in connection with its operations under this Lease.

SECTION 11 ASSIGNMENT AND SUBLETTING

11.1 (a)(i) Tenant may, upon written notice to Landlord, assign or sublet any or all of Tenant's interest in this Lease or any part thereof, and/or any or all of Tenant's right, title, and interest in and to any or all of Tenant's Installations to any party controlling, controlled by or in common control with Tenant, any affiliate of Tenant or any party acquiring substantially all of the assets of Tenant; provided, however, that such party is licensed by the FCC, and provided further that Tenant may not assign or sublet this Lease to any party other than those referred to above unless it first obtains the Landlord's consent, which consent shall not be unreasonably withheld. Notwithstanding the above, any such assignment or transfer of Tenant's interest in the Lease shall not relieve Tenant from the performance of any of its obligations under this Lease, unless assignee, in writing agrees to assume all obligations of this Lease. Tenant shall obtain Landlord's consent to such release of liability, which consent may be withheld if Tenant's assignee does not possess sufficient or equivalent financial strength.

(ii) Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns (collectively "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgages. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant or to remove any property of Tenant or Mortgages located on the Premises, except that the cure period for any Mortgagees shall not be less than thirty (30) days after receipt of the default notice, as provided in Section 9 of this Lease. All such notices to Mortgages shall be sent to Mortgagees at the address specified by Tenant. Failure by Landlord to give Mortgagees such notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of mortgagees to cure any default and to remove any property of Tenant or Mortgagees located on the Premises.

(b) Landlord may, without Tenant's consent, assign Landlord's interest in this Lease. Additionally, nothing in this Lease shall be construed to inhibit, diminish or restrict

Landlord from leasing, subleasing or licensing other space at the Property (including on any tank or upon other fixtures or equipment) to any other person or entity, whether or not such other person or entity is a wireless or Cellular competitor of Tenant provided that Landlord prohibits subsequent person or entity from interfering with Tenant's operations.

SECTION 12 CONDEMNATION/CASUALTY

12.1 If any governmental, public body or other condemning Landlord takes, or if Landlord transfers in lieu of such taking, all or part of the Property or if the Property is damaged by any casualty, thereby making it physically or financially unfeasible for the Premises to be used, in Tenant's sole determination, in the manner intended by the Lease, either party shall have the right to terminate this lease effective as of the date of the taking by the condemning party or such casualty loss and the rental shall be prorated appropriately. If only a portion of the Property is taken, then the Lease shall continue but rental payments provided under this Lease shall abate proportionately to the portion of the Premises taken and Landlord shall make all necessary repairs and alterations to restore the portion of the Property and Premises remaining to as near their former condition as circumstances will permit (at a cost not to exceed Landlord's proceeds from said condemnation, transfer or casualty loss).

SECTION 13 RECORDATION

13.1 Upon the request of Tenant, Landlord agrees to promptly execute and deliver to Tenant a Memorandum of Lease in the form of annexed Exhibit "D", setting forth the general terms of this Lease.

SECTION 14 SUBORDINATION

14.1 Tenant agrees that this Lease shall be subject and subordinate to any mortgages now or hereafter placed upon the Property by Landlord, in its sole discretion, and to all modifications thereto, provided that Tenant's possession of and access to the Premises shall not be disturbed so long as Tenant continues to perform its duties and obligations under this Lease, and Tenant's obligation to perform such duties and obligations shall not be in any way increased or its rights diminished by the provisions of this Section. Under any and all, circumstances, Tenant's possession of the Premises shall not be disturbed so long as Tenant shall continue to perform its duties and obligations under this Lease. Landlord agrees to diligently pursue the securing of written non-disturbance agreements from all existing or future mortgagees as requested by Tenant.

SECTION 15 TERMINATION

15.1 In the event of termination of this Lease for any reason, Tenant shall remove Tenant's Installations within ninety (90) days of the date of termination and Tenant shall continue to pay rent on a pro-rated basis until such time as Tenant's Installations are properly removed..

15.2 Whether or not Tenant is in default hereunder, Tenant may terminate this Lease at its sole discretion at any time during the Term upon one (1) year's written notice to Landlord. The Lease shall then terminate 1 year from the date of the Notice or the end of the Term, whichever occurs earliest. Upon delivery of such notice, Tenant shall remove Tenant's Installations within the time stated in Section 15.1 above. To the extent the terms of this Section 15.2 differ from the terms of Section 9 the terms of this Section 15.2 shall control.

15.3 Upon removal of Tenant's Installations, Tenant shall place the Premises in the condition it was prior to the effective date of this Lease, ordinary wear and tear excepted.

15.4 RESERVED.

15.5 Any holding over after the expiration of the term hereof, with the consent of the Landlord, shall be construed to be a tenancy from month to month at the rent last in effect (prorated on a monthly basis). Any such holdover without consent of Landlord shall be at two times the rent last in effect (prorated monthly) and no tenancy shall be deemed created.

SECTION 16 SURRENDER OF PREMISES

16.1 Tenant shall on the last day of the Term, or upon any earlier termination of this Lease, or upon re-entry by Landlord upon the Premises, surrender and deliver up the Premises into the possession and use of Landlord free and clear of all liens and encumbrances other than those, if any, created by Landlord.

SECTION 17 INVALIDITY OF PARTICULAR PROVISIONS

17.1 If any term of this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall remain valid and enforceable to the fullest extent permitted by law.

SECTION 18
NOTICES

18.1 All notices, demands and requests required under this Lease shall be in writing. All such notices, demands and requests shall be deemed to have been properly given if sent by certified mail, return receipt requested, or a nationally recognized overnight courier service (post office box not acceptable) as follows:

If to Landlord: Monroe County Water Authority
475 Norris Drive
Rochester, New York 14610
Attention: Executive Director

If to Tenant: Omnipoint Communications Inc.
12920 S.E. 38th Street
Bellevue, Washington 98006

Copy to: Omnipoint Communications Inc.
360 Newark Pompton Turnpike
Wayne, NJ 07470

or to such other persons and addresses as Landlord and Tenant may from time to time designate by written notice addressed to one another. The effective date of such notice shall be the postmark date or the date delivered to the courier service, as the case may be.

SECTION 19
QUIET ENJOYMENT

19.1 Tenant, upon paying the rent herein provided and observing and keeping all covenants and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Premises during the Term without hindrance or molestation by anyone claiming by or through Landlord.

SECTION 20
SECURITY PROCEDURES

20.1 Landlord has instituted extensive security measures to protect the public drinking water supply. Landlord's sites are now monitored and patrolled extensively and anyone entering upon any site without prior authorization and clearance may be subject to arrest and/ or detention. Such security is not maintained for the benefit of Tenant and, while incidentally benefiting Tenant, shall not be an obligation of Landlord under this Lease. Even minor breaches in security

at water supply facilities are now viewed with extreme seriousness and may involve other local, state and/or federal government agencies.

20.2 Accordingly, each and every time the Property and/or Premises are accessed by any of Tenant's employees, agents, contractors and invitees, clearance must be obtained from the Landlord by telephone or other means approved by Landlord. Landlord maintains operators on duty 24 hours a day, seven days per week who must be contacted before entering the Property or Premises. The protocol for obtaining such clearance may involve the use of codes and other measures deemed appropriate in Landlord's sole discretion and will be set out in one or more separate security procedures statements ("Security Procedures"). Landlord retains the right from time to time to revise such security procedures as it deems necessary, provided such do not unreasonably interfere with Tenant's need for regular and emergency access to the Premises.

20.3 Tenant hereby agrees to reimburse the Landlord, as Additional Rent, for all costs and expenses incurred by Landlord arising from Tenant's breach of the Security Procedures. Such expenses may include, but are not limited to, emergency response costs, investigations and extensive water sampling, testing and monitoring. All cost and expenses billed to Tenant by Landlord under this section of the Lease will be due in full within thirty (30) days from the date of delivery of all such billings.

SECTION 21 ENVIRONMENTAL MATTERS

21.1 Tenant represents and warrants that its use of the Premises herein will not generate any hazardous substance, and it will not store or dispose on the Premises nor transport to or over the Premises any hazardous substance. Tenant further agrees to hold Landlord harmless from and indemnify Landlord against any release of any such hazardous substance and any damage, loss, or expense or liability proximately caused by such release including all attorneys' fees, costs and penalties incurred as a result thereof except any release caused by the negligence of Landlord, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

a. The Property will not be used, and Landlord has not used the Property, for the generation, storage or disposal of hazardous substances or as a landfill or other waste disposal site. The improvements and other installations made on the Property by Tenant and Landlord will not contain asbestos, nor will any equipment or other installations on the Premises or the Property contain any polychlorinated biphenyls.

b. The use and occupancy of the Premises and the Property by Tenant and Landlord, respectively, will not be in violation of any laws, regulations or rules of the United States, the State of New York and the municipalities in which the Property is located relating to the pollution or protection of the environment (including, ambient air, surface waters, ground waters, subsurface strata, biota, and cultural properties) or permit or license issued thereunder ("Environmental Laws") and no event will occur which will constitute non-compliance with Environmental Laws.

c. LANDLORD REPRESENTATIONS - Landlord represents, warrants and agrees that: (i) Landlord has used the Premises in compliance with local, state, and federal statutes and regulations, or ordinances pertaining to the environment or natural resources; and (ii) during Landlord's ownership and control, the Premises have not required closure or clean-up of any hazardous waste ("Hazardous Waste"). Landlord represents, warrants and agrees that it will be solely responsible now and in the future for the clean-up and removal of any Hazardous Waste which, through Landlord's own negligence or intentional misconduct, it caused to be generated upon the Premises. Landlord will defend, indemnify and hold Tenant harmless from and against any and all liabilities, damages, expenses and fees, including reasonable legal fees, and expert witness fees, related to the breach by Landlord of its representations set forth in clauses (i) or (ii) herein.

SECTION 22 MISCELLANEOUS PROVISIONS

22.1 The captions of this Lease are for convenience and reference and in no way define, limit or describe the scope or intent of this Lease, nor in any way affect this Lease.

22.2 RESERVED.

22.3 This Lease shall be construed and enforced in accordance with the laws of the State of New York.

22.4 Upon the execution and delivery hereof, this Lease shall constitute the entire agreement between Landlord and Tenant for the Premises, except for the Water Supply Lease. This Lease cannot be changed orally, but only by an agreement in writing and signed by all parties to this Lease. The Lease may be executed in counter-parts and each shall be deemed an original for evidentiary purposes.

22.5 The covenants and agreements herein contained shall bind and inure to the benefit of Landlord and Tenant, their respective successors and assigns, except as otherwise provided herein.

22.6 Tenant agrees at any time and from time to time, upon not less than 20 days prior notice by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing

certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the commencement date.

22.7 Landlord agrees at any time and from time to time, upon not less than 20 days prior notice by Tenant, to execute, acknowledge and deliver to Tenant a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there shall have been modifications, that the same is in full force and effect as modified and stating the modifications), and the commencement date.

22.8 Each person signing this Lease for Landlord and Tenant represents that he or she is vested with the authority to bind his or her respective organization.

22.9 This Lease includes an "Addendum for Tank Mounted Equipment".

22.10 The parties agree that nothing in this Lease shall be construed to diminish or negate any of the Authority's or Village's rights or privileges provided in the Water Supply Lease now in effect between the Village and Authority. No lease or sublease of the Tank and Property will be permitted without the consent of the Authority, which consent shall not be unreasonably withheld.

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

LANDLORD:

MONROE COUNTY WATER AUTHORITY

Dated: 7/3, 2003

By:

Its: Executive Director

TENANT:

OMNIPOINT COMMUNICATIONS INC.

Dated: June 20, 2003

By:

Its: Technical Director

State of New York)
County of Monroe) ss:

On the 3rd day of July in the year 2003 before me, the undersigned, personally appeared **Raymond W. Benshoff**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

KARIN C. ANDERSON
Notary Public, State of New York
Qualified in Monroe County
No. 01AN6062568
Commission Expires 8-13-05

Karin C. Anderson
Notary Public

State of New York)
County of Oneida) ss:

On the 20 day of June in the year 2003 before me, the undersigned, personally appeared Richard K. Starabala, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

MARK C. KULIK
Notary Public, State of New York
Qualified in Onon Co. No. 01KU5061349
Commission Expires June 03, 192006

Mark C. Kulik
Notary Public

CONSENT

The Village of Hilton ("Village") is a signatory to this Lease solely: (1) to acknowledge and agree that the rent (net of commissions and brokerage fees) paid by Tenant, or any of its assignees, to the Monroe County Water Authority shall be split between the Village and the Authority as set forth in Section 3.1 of this Lease, and (2) the Village agrees that in the event that the Water Supply Agreement between the Village and the Authority expires, is not renewed and/or terminates, the Village will recognize the within Lease Agreement such that the Lease will remain in effect with the same force and effect as if the within Lease had been assigned to the Village.

Village of Hilton

Dated: 8/11, 2003

By: William A. Carter
Its: MAYOR

Exhibit "A"

Property and Premises

Exhibit "B"

Property Plan

Exhibit "C"

Tenant's Construction Drawings

Tenant's Construction Drawings detailing the Tenant Improvements shall be attached upon approval by the Authority and as further set forth in Section 1.5 of this Lease.

Exhibit "D" to Lease

MEMORANDUM OF LEASE

This Memorandum of Lease evidences that MONROE COUNTY WATER AUTHORITY, as Landlord, as their interests may appear, and OMNIPOINT COMMUNICATIONS INC. as Tenant entered into a certain lease dated _____, ("Lease") for a certain premises described in Exhibit "A" annexed hereto, being a portion of Landlord's property with a street address of 7 Cedar Terrace, Village of Hilton, Monroe County, New York, having Tax Map Identifier No. 032.10-02-088 and depicted on annexed Exhibit "B" ("Premises") with certain rights of ingress, egress and certain easements. The Lease commenced on _____, and has an Initial Term of five (5) years with five (5) five (5) year Renewal Terms.

LANDLORD:

Dated: 7/3, 2003

MONROE COUNTY WATER AUTHORITY

By:

Its:

Raymond W. Benhoff
EXECUTIVE DIRECTOR

TENANT:

OMNIPOINT COMMUNICATIONS INC.

Dated: 6/20, 2003

By:

Its:

[Signature]
Technical Director

State of New York)
County of Monroe) ss:

On the 3rd day of July in the year 2003 before me, the undersigned, personally appeared **Raymond W. Benshoff**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

KARIN C. ANDERSON
Notary Public, State of New York
Qualified in Monroe County
No. 01AN6062568
Commission Expires 8-13-05

Karin C. Anderson
Notary Public

State of New York)
County of Orondago) ss:

On the 20 day of June in the year 2003 before me, the undersigned, personally appeared Richard L. Tarabula, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

MARK C. KULIK
Notary Public, State of New York
Qualified in Onon. Co. No. 01KU5061349
Commission Expires June 03, 2006

[Signature]
Notary Public

ADDENDUM FOR TANK MOUNTED EQUIPMENT

This Addendum constitutes part of a certain Lease between MONROE COUNTY WATER AUTHORITY ("Authority" and "Landlord") and OMNIPOINT COMMUNICATIONS INC. ("Tenant") for a portion of premises at the "Hilton Tank" facility located at 7 Cedar Terrace, Village of Hilton, County of Monroe, New York (the "Property"). Authority and Village may collectively be referred to as "Landlord."

1. The Property includes a water storage tank (the "Tank") together with various related equipment and appurtenances. Pursuant to the Water Supply Lease between the Landlord and the Village of Hilton, Landlord leases, operates and maintains the Tank on the Property which is owned by the Village of Hilton (the "Village").

2. It is the Tenant's desire to mount, affix and otherwise attach various equipment and components of a wireless communication system on one or more portions of the Tank and maintain, replace, operate and remove such equipment (such equipment also constitutes a portion "Tenant's Installations" as defined elsewhere in this Lease). Tenant acknowledges that Cingular Wireless (formerly Cellular One) already has wireless equipment on the Tank pursuant to a previous lease with Landlord (the "Previous Lease"). The Previous Lease contains provisions that prohibit another wireless communication carrier from operating wireless communication equipment on the Tank in such a manner that interferes with the existing equipment and transmissions.

3. In addition to the provisions of section 1.5 of this Lease, the following provisions shall apply:

Tenant's Installations shall be installed in accordance with the construction drawings that shall be provided to the Landlord within sixty (60) days from the full execution of this Lease ("Tenant's Construction Drawings"). Tenant's Construction Drawings, shall be subject to the approval of Landlord. Any such approval (or disapproval) by Landlord of Tenant's Construction Drawings shall be in writing. In the event of any disapproval, the reasons therefore shall be stated in writing together with a list of changes that, if met by Tenant, would result in approval. Tenant at its sole discretion shall either incorporate those changes into a final set of Construction Drawing or shall have the right to terminate the Lease without consequence of any kind. Approval shall not be unreasonably withheld or delayed. Tenant acknowledges that no such approval by Authority shall be deemed a representation by Authority that such Tenant's Plans and Specifications comply with applicable federal and state occupational and safety laws and regulations. Upon completion of Tenant's Installations, Authority shall have the right to inspect the work, including the interior and exterior of the Tank, the cost of which, together with reasonable costs incurred by Authority for engineering reviews of all plans and specifications, which is currently estimated to be \$2,800.00, shall be paid by Tenant within thirty (30) days of invoice date for such inspections from Landlord. Landlord will direct Tenant, and Tenant will promptly comply with such directions, to correct any work that was improperly performed at the Property or make any repairs to, or undertake maintenance of, the Tank and its supporting

structures and appurtenances, at Tenant's sole cost and expense, that Landlord reasonably deems necessary as a result of Tenant's Installations. Tenant shall notify Landlord in writing at least seven (7) days prior to placing its site into commercial service. Landlord may direct Tenant not to place the site into service should it find that any part of Tenant's installation is improper and that as a result there is a threat to the health or safety of persons or property.

4. Section 1.6 of the Lease is intended to include the Tank in the Premises as described therein.

5. For each additional antenna to be installed upon the Tank in excess of Tenant's initial Tenant Improvements described in Exhibit C, Tenant shall pay an additional annual fee of Six Hundred Dollars (\$600.00) which shall increase annually under the same terms provided in this Lease and shall become part of the Rent.

6. The following shall supplement section 5.1 of the Lease:
Upon completion of any alterations, additions or improvements, Landlord shall have the right to inspect the work, the reasonable cost of which, together with reasonable costs incurred by the Landlord for engineering reviews of all plans and specifications, shall be paid by Tenant within thirty (30) days of Tenant's receipt of invoices for such inspections from Landlord. Landlord will direct Tenant, and Tenant shall promptly comply with such directions, to correct any work deemed improperly performed or make any repairs to, or undertake maintenance of, the Tank and its supporting structures and appurtenances, at Tenant's sole cost and expense, that Landlord reasonably deems necessary as a result of such alterations, additions or improvements.

7. Tenant shall cause a written notice to be delivered to Authority within twenty- four (24) hours after any welding or drilling has been performed by Tenant on any area of the Tank, so that Authority (or any of its employees, agents or contractors) may inspect the Tank and Premises, the reasonable cost of which shall be paid by Tenant. All such inspections will include an inspection of the interior of the Tank pursuant to the direction of Authority. Authority will direct Tenant to make any repairs to, or undertake maintenance of, the Tank and its supporting structures and appurtenances that the Landlord reasonably deems necessary as a result of Tenant's welding or drilling. Such repairs and/or maintenance may include, but are not limited to, repainting surfaces to prevent corrosion and rust on exterior and interior portions of the Tank.

8. The parties anticipate that Landlord may be required to perform maintenance on the Tank and, additionally, inspections of the Tank (consisting of approximately one-half (1/2) day's work) will occur approximately once per year, unless unforeseen circumstances arise requiring additional inspections. Landlord shall have the right to perform such maintenance, both structural and cosmetic (including painting), at such intervals as may be required to assure the integrity and longevity of the Tank. During such inspections and work, that portion of Tenant's Installations mounted on the Tank may be deactivated as set forth below. Prior to any such deactivation, Authority shall notify Tenant, in writing, at least forty-five (45) days before any maintenance or inspection (except for inspections pursuant to Section 1.5, 5.1 and paragraph 6 of this Addendum) requiring such deactivation. Tenant shall, upon receipt of such notice, conduct a

radio frequency exposure study and either: 1) certify to Landlord that the proposed maintenance can be conducted safely without deactivation, in which case, Tenant shall indemnify and hold Landlord harmless from any and all injuries and death that may occur directly or indirectly out of reliance on such certification, or 2) deactivate the facility during those times when it is required to insure the safety of maintenance workers. All such maintenance or inspection work shall be performed as diligently and expeditiously as possible and no individual deactivation period shall last more than ten (10) business days without the consent of Tenant, which consent shall not be unreasonably withheld. During any such deactivation period, Tenant shall have the right to locate and operate a mobile Antenna facility on the Property to provide continuous service to the public and such mobile facility shall not be construed or treated as a modification, alteration, or improvement to Tenant's Installations requiring the approval of Landlord. Landlord will cooperate with Tenant regarding installation of such facility including, without limitation, assistance regarding utility connections. Further, during any period of deactivation exceeding one (1) day because of Landlord's Tank maintenance or inspection work, Tenant shall be entitled to a pro-rata reduction of Rent payable to Landlord.

9. (a) Tenant's right to occupy space on the Tank under this Lease may be terminated by Landlord on twelve (12) months written notice to Tenant, in the event that Landlord wishes to demolish the Tank, in which event Tenant shall have the right to relocate on the Property under the provisions of this Lease, or at Tenant's election, this Lease may be terminated and Tenant shall be reimbursed for its installation and building costs, less ten percent (10%) for each year from commencement of the Initial Term. Tenant shall provide Landlord with Tenant's installation and building costs within six (6) months of the Commencement Date. In any event, following the commencement of the third term, Landlord shall have the right, upon two years written notice, to terminate this Agreement should it wish to decommission the tank. Should at any time thereafter Landlord elect not to decommission the tank, Tenant shall at its sole discretion have the right to remain at the site under the same terms and conditions.

(b) If Landlord terminates Tenant's right to occupy space on the Tank pursuant to this Lease, or in the event Landlord reasonably determines that the Premises are needed for Landlord's corporate purposes but that it would be feasible to relocate Tenant's Installations elsewhere on the Premises, Landlord agrees to permit relocation of Tenant's Installations elsewhere on the Premises if space is available as determined by Landlord; however, Landlord makes no representation or warranty of any kind that the service coverage provided by Tenant's Installations following such relocation will be comparable to the service coverage prior to such relocation, and Landlord shall not be liable in any manner for any diminution of such service coverage. Any and all costs associated with such relocation shall be borne by Landlord by and through the abatement of rent. In the event Tenant determines that the proposed relocation of Tenant's Installations will result in a diminution of Tenant's service coverage, Tenant shall have the right to terminate this Lease upon written notice to Landlord, in which event this Lease shall be deemed terminated on the date specified in Tenant's termination notice as if said date were the date specified herein for termination of this Lease, and all liability of Tenant under this Lease of any kind, including but not limited to the payment of Rent, shall cease as of the date of such notice. Any such relocation shall be subject to all governmental approvals otherwise applicable

to the construction of Tenant's facility.

10. In the event that any water tank or tower owned or operated by Landlord shall, prior to the occupancy of Tenant, required by virtue of any provision of law that it be lighted or otherwise marked, Landlord shall remain responsible for compliance with said provision of law. Should any installation or improvements made by Tenant result in or trigger the requirement that the structure be lighted or otherwise marked, then Tenant shall, at its sole expense, undertake such lighting or marking as required by law.

11. Tenant has agreed to install the County of Monroe's 911 telecommunication equipment ("County Equipment") at the Property, all as more particularly described on certain drawings incorporated herein by reference ("Construction Plans") approved, or to be approved, by the Authority and the County of Monroe ("County") as summarized below. Such summary is subject to the Construction Plans and any conflict between the Construction Plans and this Addendum will be resolved by reference to the Construction Plans:

(a) Installation of fence at locations shown on the Construction Plans (for both County 911 and AT&T Wireless). Remove existing fence as necessary. This work shall include attaching the grounding ring to the fence.

(b) Antenna installation & grounding.

(c) Coax cable installation and grounding.

(d) ~~Electric service installation from the RG&E's drop to the County 911 building.~~

(e) Ground ring installation.

RET
RWB

The work shall include all the labor, materials and equipment necessary to complete the above in accordance with the Construction Plans.

12. This Addendum shall be deemed incorporated into the Lease and in the event of any conflict or inconsistency between this Addendum and the Lease, the provisions of this Addendum shall control.

Dated: 7/3, 2003

MONROE COUNTY WATER AUTHORITY

By: Raymond W. Bernick

Its: EXECUTIVE DIRECTOR

Dated: June 20, 2003

OMNIPONT COMMUNICATIONS INC.

By: Robert Tank

Its: Technical Director

State of New York)
County of Monroe) ss:

On the 3rd day of July in the year 2003 before me, the undersigned, personally appeared **Raymond W. Benshoff**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

KARIN C. ANDERSON
Notary Public, State of New York
Qualified in Monroe County
No. 01AN6062568
Commission Expires 8-13-05

Karin C. Anderson
Notary Public

State of New York)
County of Onondaga) ss:

On the 20 day of June in the year 2003 before me, the undersigned, personally appeared Richard L. Trubala, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

MARK C. KULIK
Notary Public, State of New York
Qualified in Onon. Co. No. 01KU5061349
Commission Expires June 03, 1906

Mark C. Kulik
Notary Public

CONSENT

The Village of Hilton ("Village") is a signatory to this Addendum solely: (1) to acknowledge and agree that the rent (net of commissions and brokerage fees) paid by Tenant, or any of its assignees, to the Monroe County Water Authority shall be split between the Village and the Authority as set forth in Section 3.1 of the Lease, and (2) the Village agrees that in the event that the Water Supply Agreement between the Village and the Authority expires, is not renewed and/or terminates, the Village will recognize the within Lease Agreement such that the Lease will remain in effect with the same force and effect as if the Lease had been assigned to the Village.

Village of Hilton

Dated: 8/11, 2003

By: William A. Carter

Its: MAYOR

SECOND ADDENDUM FOR TANK MOUNTED EQUIPMENT

This Addendum constitutes part of a certain Lease between MONROE COUNTY WATER AUTHORITY ("Authority" and "Landlord") and OMNIPOINT COMMUNICATIONS INC. ("Tenant") for a portion of premises at the "Hilton Tank" facility located at 7 Cedar Terrace, Village of Hilton, County of Monroe, New York (the "Property"). Authority and Village may collectively be referred to as "Landlord."

1. The Property includes a water storage tank (the "Tank") together with various related equipment and appurtenances. Pursuant to the Water Supply Lease between the Landlord and the Village of Hilton, Landlord leases, operates and maintains the Tank on the Property which is owned by the Village of Hilton (the "Village").

2. Section 4.1 of the above-referenced Lease shall be amended by adding the "Village of Hilton" ("Village") as an additional insured under the general liability insurance policies required thereunder. Said additions to the insurance policies shall include the requirement that the Village receive copies of any notices of cancellation. Said notices shall be mailed to the Village and addressed as follows: Mayor's Office, Village of Hilton, 59 Henry Street, Hilton, New York 14468.

3. Section 7.1 of the above-referenced Lease shall be amended by adding the "Village of Hilton" ("Village") as an additional party to be indemnified by Tenant as further set forth therein.

4. Tenant shall copy the Village on all notices required to be given by Tenant to Landlord. Said notices shall be addressed to the Village of Hilton, 59 Henry Street, Hilton, New York 14468.

5. This Addendum shall be deemed incorporated into the Lease and in the event of any conflict or inconsistency between this Addendum and the Lease, the provisions of this Addendum shall control.

MONROE COUNTY WATER AUTHORITY

Dated: Aug 26, 2003

By: Raymond W. Benkeff

Its: EXECUTIVE DIRECTOR

OMNIPOINT COMMUNICATIONS INC.

Dated: Aug 13, 2003

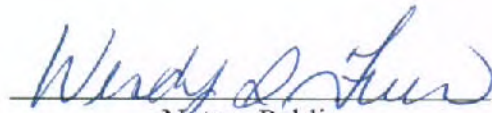
By: [Signature]

Its: Technical Director

State of New York)
County of Monroe) ss:

On the 26th day of August in the year 2003 before me, the undersigned, personally appeared **Raymond W. Benshoff**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

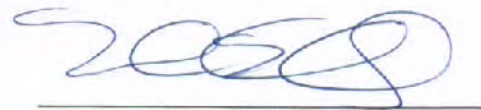
WENDY S. FREEMAN
Notary Public in the State of New York
MONROE COUNTY
Commission Expires June 17, 2007


Notary Public

State of New York)
County of Oneida) ss:

On the 13 day of August in the year 2003 before me, the undersigned, personally appeared Richard L. Tarabula, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

MARK C. KULIK
Notary Public, State of New York
Qualified in Onon. Co. No. 01KU5061349
Commission Expires June 03, 19
2006


Notary Public

CONSENT

The Village of Hilton ("Village") is a signatory herein solely to acknowledge its consent to the within Second Addendum.

Village of Hilton

Dated: August 4, 2003

By: William A. Carter

Its: Mayor

Appendix B

Table of Cellular Lease Income

2020

2020	Cell Tower and Other Lease Income																	
	T-Mobile	Verizon	Verizon	AT & T	AT & T	Crown	Crown	Crown	AT&T	T-Mobile	AT&T	T-Mobile	AT&T	Sprint	Verizon	Verizon		
	Brighton Tank #3	Brighton Tank #5	Churchville Tank	Harek Road	Colocation Harek Rd Tank (T-Mobile)	Harris Hill Tank #2	Harris Hill new colocation	Harris Hill new colocation	Harris Hill Tank #3	Harris Hill Tank #4	Hilton Tank #1	Hilton Tank #3	Middle Rd. Tank	Victor Rd	Victor S/Bough Hill	Fishers	Less 33% Town of Victor	Total
Jan	1,505.67	15,870.00			1,092.75	1,154.35	273.18	585.23			991.88			1,036.80	623.19	1,425.76	(1,018.30)	23,540.51
Feb	1,505.67				1,092.75	1,154.35	273.18	585.23			991.88			1,036.80	623.19	1,425.76	(1,018.30)	7,670.51
Mar	1,505.67				1,092.75	1,154.35	273.18	585.23			991.88		28,288.27	1,036.80	623.19	1,425.76	(1,018.30)	35,958.78
Apr	1,505.67		18,567.90		1,092.75	1,154.35	273.18	585.23	15,558.55		991.88			1,036.80	623.19	1,468.53	(1,032.41)	41,825.62
May	1,505.67				1,092.75	1,154.35	273.18	585.23			991.88			1,036.80	623.19	1,468.53	(1,032.41)	7,699.17
Jun	1,505.67			32,531.52	1,092.75	1,154.35	273.18	585.23			991.88			1,036.80	623.19	1,468.53	(1,032.41)	40,230.69
Jul	1,505.67				1,092.75	1,154.35	273.18	585.23			991.88			1,036.80	623.19	1,468.53	(1,032.41)	7,699.17
Aug	1,505.67				1,092.75	1,154.35	281.37	585.23			991.88			1,036.80	623.19	1,468.53	(1,032.41)	7,707.36
Sep	1,505.67				1,092.75	1,154.35	281.37	585.23			991.88	12,045.33		1,036.80	641.88	1,468.53	(1,038.58)	19,765.21
Oct	1,505.67				1,092.75	1,154.35	281.37	585.23			991.88			1,036.80	641.88	1,468.53	(1,038.58)	7,719.88
Nov	1,505.67				1,092.75	1,154.35	281.37	585.23			991.88			1,036.80	641.88	1,468.53	(1,038.58)	7,719.88
Dec	1,505.67				1,092.75	1,154.35	281.37	585.23		15,056.66	991.88			1,036.80	641.88	1,468.53	(1,038.58)	22,776.54
																		-
																		-
																		-
	18,068.04	15,870.00	18,567.90	32,531.52	13,113.00	13,852.20	3,319.11	7,022.76	15,558.55	15,056.66	11,902.56	12,045.33	28,288.27	12,441.60	7,553.04	17,494.05		242,684.59