

THE CITY OF PROVIDENCE  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

# RESOLUTION OF THE CITY COUNCIL

No. 317

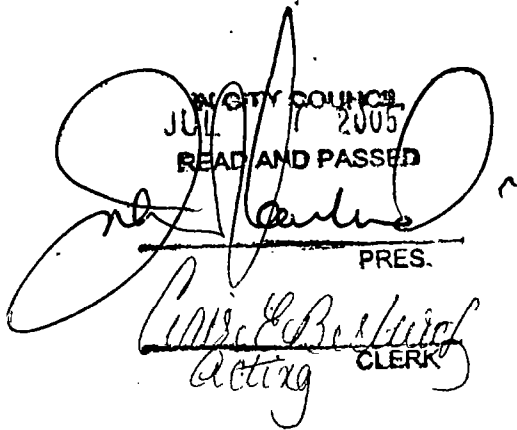
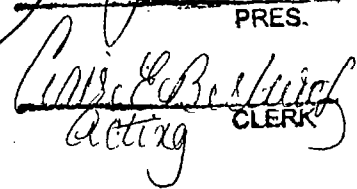
Approved July 18, 2005

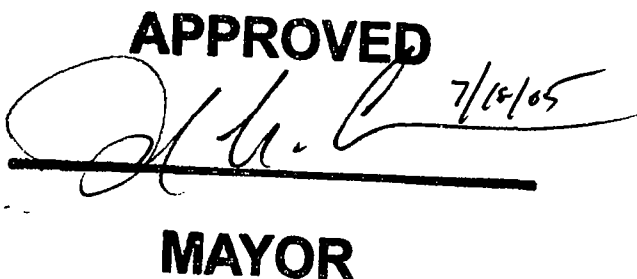
IN THE CITY COUNCIL  
OF THE CITY OF PROVIDENCE  
JULY 18, 2005

IN CITY COUNCIL

IN CITY COUNCIL

RESOLVED, That His Honor, the Mayor, is hereby authorized to negotiate and to execute a Lease, together with any and all necessary and ancillary documents, between the City of Providence and Cellco Partnership, d/b/a Verizon Wireless for the installation of antennas at Mount Pleasant High School to provide cellular telephone service.

CITY COUNCIL  
JUL 18 2005  
READ AND PASSED  
  
PRES.  
  
CLERK

APPROVED  
  
MAYOR

IN CITY COUNCIL

APR 7 2005

And Referred Back  
To The Committee on

*City Property*

*Michael R. Clever* CLERK

IN CITY COUNCIL

NOV 18 2003

FIRST READING

REFERRED TO COMMITTEE ON  
CITY PROPERTY

*Michael R. Clever* CLERK  
*ans*

THE COMMITTEE ON

CITY PROPERTY

Approves Passage of  
The Within Resolution

*Ann M. Steln*

6-16-05 CLERK

THE COMMITTEE ON

*City Property*

Recommends

*Ann M. Steln*

CLERK

3-15-04 Cn't

10/20/04 CEB

THE COMMITTEE ON

CITY PROPERTY

Approves Passage of  
The Within Resolution

*Ann M. Steln* as Amended

3-29-05

**MEMORANDUM OF LEASE**

This MEMORANDUM OF LEASE made this \_\_\_\_ day of \_\_\_\_\_, 2005, between the City of Providence, with its principal offices located at City Hall, 25 Dorrance Street, Providence, Rhode Island 02903, Tax ID # 05-6000329, hereinafter designated LESSOR and Cellco Partnership, a Delaware general partnership d/b/a Verizon Wireless with its principal offices at 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter designated LESSEE.

**WITNESSETH:**

1. LESSOR is the owner of Property ("Property") located at Mount Pleasant High School, 424 Mount Pleasant Avenue, Providence, Rhode Island 02908, as shown on the Tax Map of the City of Providence as Map 128, Lot 2, and as more particularly described in a deed recorded with the Providence Land Evidence Records at Book 752, page 320.

2. By Lease dated as of \_\_\_\_\_, 2005, (the "Lease"), LESSOR has leased to LESSEE approximately three hundred ninety (390) square feet in the penthouse structure of the Property, together with that area of the roof and basement as shown on "Exhibit A", consisting of two (2) pages entitled, "Lease Exhibit", attached hereto and made a part hereof, 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 demised premises, which floor space, basement utility room, roof space and access are all collectively referred to herein as the "Premises."

3. The initial Term of the Lease is for five (5) years, with four (4) additional five (5) year extension terms expiring according to the terms therein. The Commencement Date as described in said Lease is defined in Section 2 of said Lease as "the first (1<sup>st</sup>) day of the month following the date this Agreement is executed by the Parties or the first (1<sup>st</sup>) day of the month following the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs last.


4. Except as otherwise specified in this Memorandum, all terms defined in the Lease shall have the meanings therein given.


**Signatures Follow on Next Page**

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals.

LESSOR:

CITY OF PROVIDENCE

  
WITNESS

BY:   
David M. Cicilline  
Mayor

LESSEE:


CELLCO PARTNERSHIP d/b/a  
VERIZON WIRELESS

\_\_\_\_\_  
WITNESS

BY: \_\_\_\_\_  
David R. Heverling  
Vice President, Network –  
Northeast Area

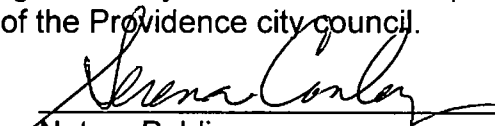
**Acknowledgement Page Follows**

APPROVED AS TO FORM AND CORRECTNESS:

  
Joseph M. Fernandez  
City Solicitor

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In Providence, on this 16<sup>th</sup> day of May, 2005, personally appeared before me, David N. Cicilline, the duly authorized Mayor of the City of Providence, to me know and known by me to be the party executing this lease acknowledging the same to be his free act and deed in such capacity as Mayor having been duly authorized and empowered in accordance with the resolution of the Providence city council.

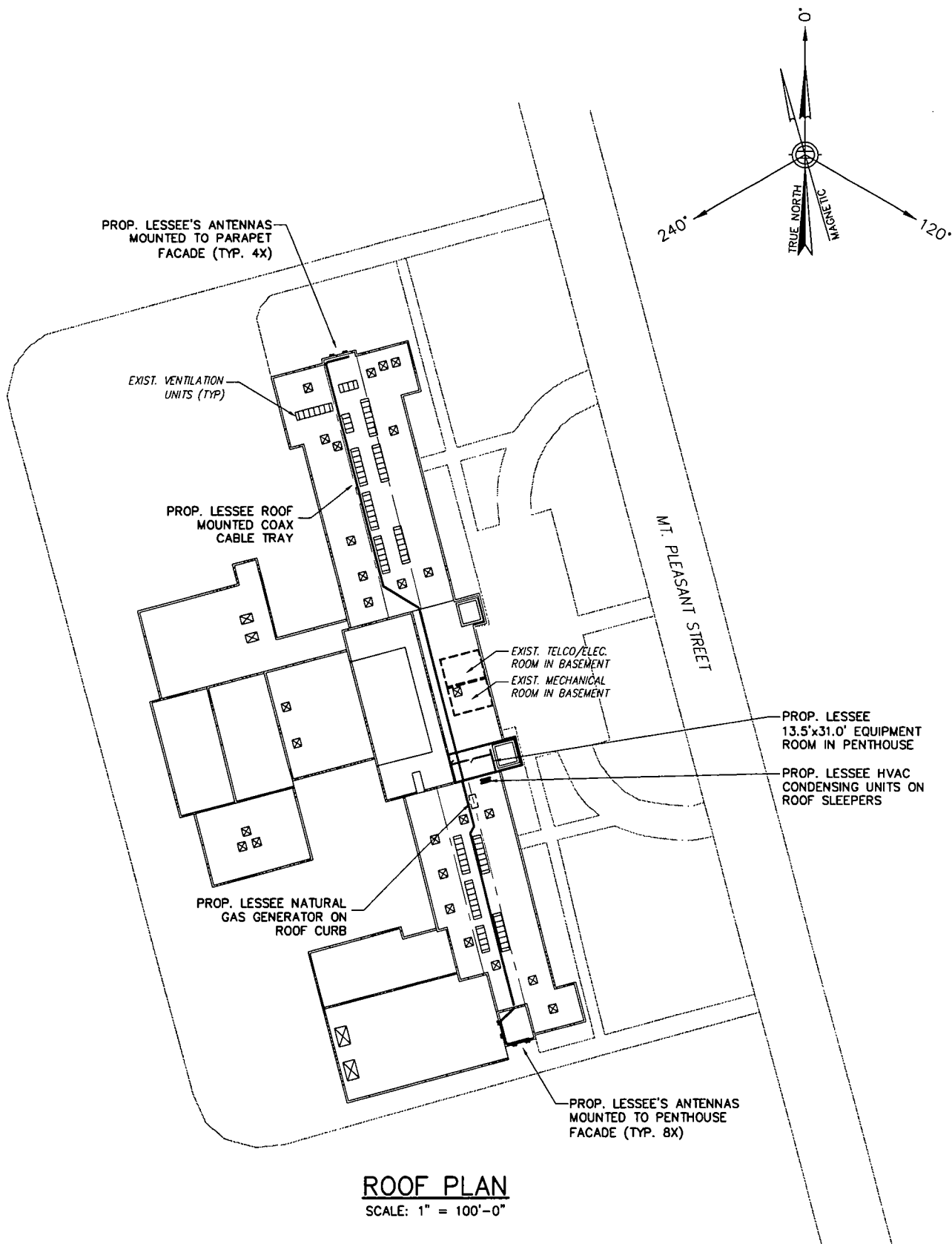
  
Notary Public  
Print name: Serena Conley  
My Commission expires: 2/14/06

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF WORCESTER

On this \_\_\_\_ day of \_\_\_\_\_, 2005, before me appeared David R. Heverling, Vice President, Network – Northeast Area, to me personally known, who, being by me duly sworn, did say that he is authorized by the Executive Vice President & Chief Technical Officer of Cellco Partnership, d/b/a Verizon Wireless, to execute the forgoing instrument and that said instrument was signed on behalf of said partnership and said David R. Heverling acknowledged said instrument to be his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state of the day and year last above written.

\_\_\_\_\_  
Notary Public  
Print name:  
My Commission expires:



434 MT. PLEASANT ST.  
PROVIDENCE, RI

PLAN VIEW

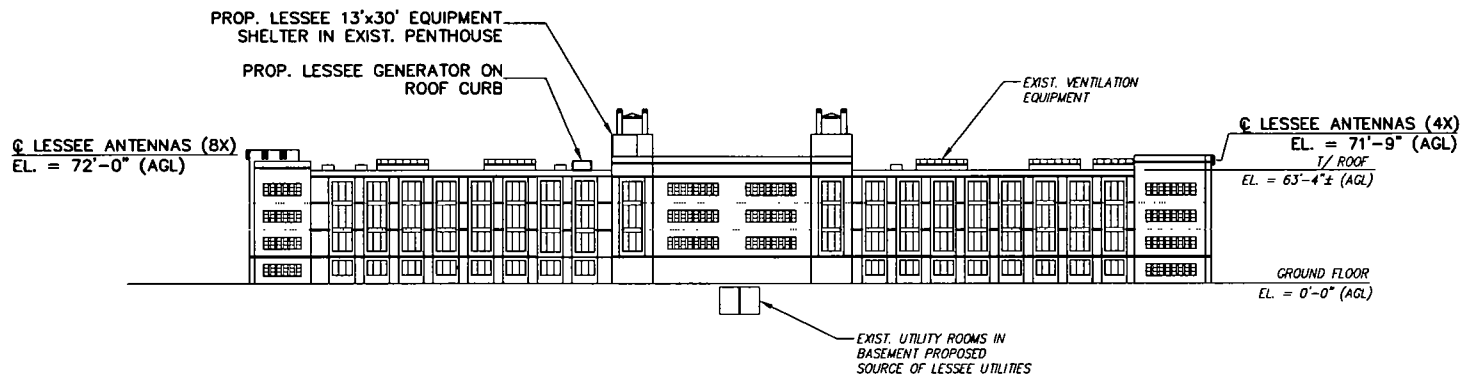
LEASE EXHIBIT  
3/29/05

434 MT. PLEASANT ST.  
PROVIDENCE, RI

ELEVATION

LEASE EXHIBIT  
03/31/05

2 OF 2



**EAST ELEVATION**  
SCALE: 1" = 100'-0"

**MEMORANDUM OF LEASE**

This MEMORANDUM OF LEASE made this \_\_\_\_ day of \_\_\_\_\_, 2005, between the City of Providence, with its principal offices located at City Hall, 25 Dorrance Street, Providence, Rhode Island 02903, Tax ID # 05-6000329, hereinafter designated LESSOR and Cellco Partnership, a Delaware general partnership d/b/a Verizon Wireless with its principal offices at 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter designated LESSEE.

**WITNESSETH:**

1. LESSOR is the owner of Property ("Property") located at Mount Pleasant High School, 424 Mount Pleasant Avenue, Providence, Rhode Island 02908, as shown on the Tax Map of the City of Providence as Map 128, Lot 2, and as more particularly described in a deed recorded with the Providence Land Evidence Records at Book 752, page 320.

2. By Lease dated as of \_\_\_\_\_, 2005, (the "Lease"), LESSOR has leased to LESSEE approximately three hundred ninety (390) square feet in the penthouse structure of the Property, together with that area of the roof and basement as shown on "Exhibit A", consisting of two (2) pages entitled, "Lease Exhibit", attached hereto and made a part hereof, 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 demised premises, which floor space, basement utility room, roof space and access are all collectively referred to herein as the "Premises."

3. The initial Term of the Lease is for five (5) years, with four (4) additional five (5) year extension terms expiring according to the terms therein. The Commencement Date as described in said Lease is defined in Section 2 of said Lease as "the first (1<sup>st</sup>) day of the month following the date this Agreement is executed by the Parties or the first (1<sup>st</sup>) day of the month following the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs last.

4. Except as otherwise specified in this Memorandum, all terms defined in the Lease shall have the meanings therein given.

**Signatures Follow on Next Page**

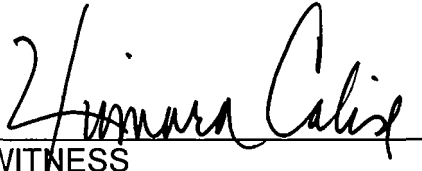


IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

LESSOR:

CITY OF PROVIDENCE

BY:   
David N. Cicilline  
Mayor

  
WITNESS

LESSEE:

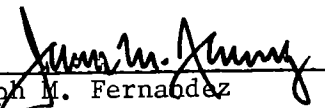
CELLCO PARTNERSHIP d/b/a  
VERIZON WIRELESS

BY: \_\_\_\_\_  
David R. Heverling  
Vice President, Network –  
Northeast Area

\_\_\_\_\_  
WITNESS

**Acknowledgement Page Follows**

APPROVED AS TO FORM AND CORRECTNESS:

  
Joseph M. Fernandez  
City Solicitor

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

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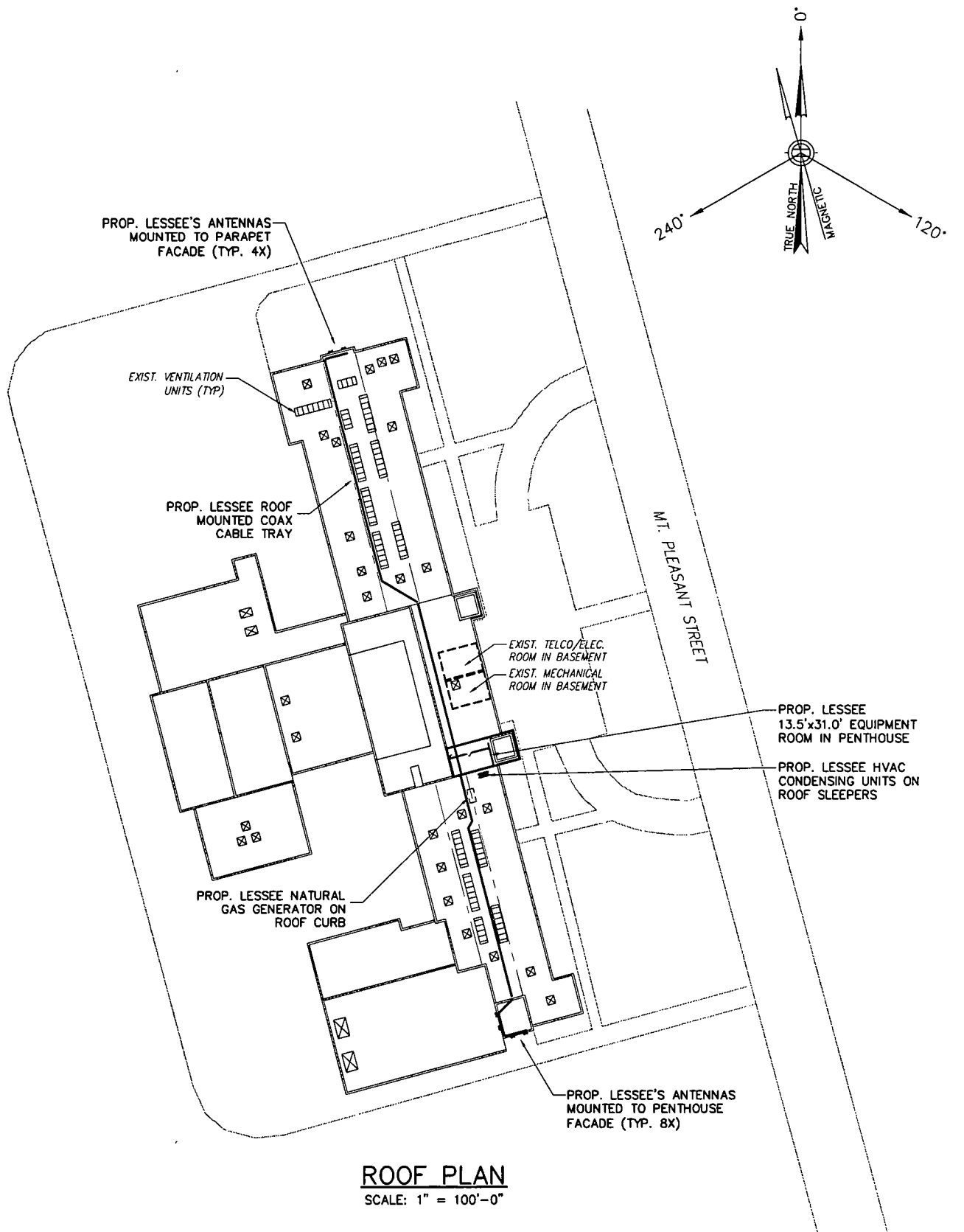
Serena Conley  
Notary Public  
Print name: Serena Conley  
My Commission expires: 2/17/06

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COUNTY OF WORCESTER

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IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state of the day and year last above written.

\_\_\_\_\_  
Notary Public  
Print name:  
My Commission expires:



434 MT. PLEASANT ST.  
PROVIDENCE, RI

PLAN VIEW

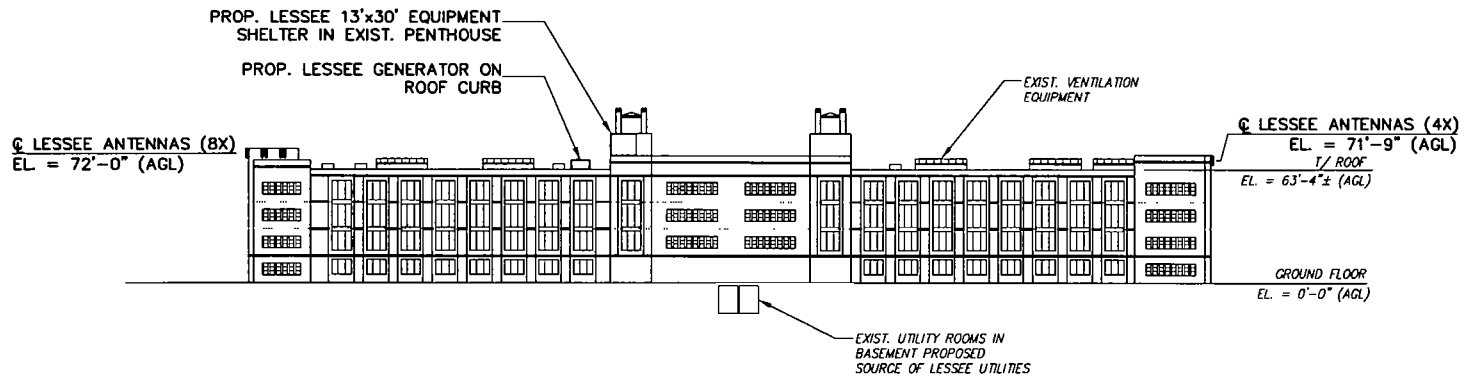
LEASE EXHIBIT  
3/29/05

434 MT. PLEASANT ST.  
PROVIDENCE, RI

ELEVATION

LEASE EXHIBIT  
03/31/05

2 OF 2



**EAST ELEVATION**  
SCALE: 1" = 100'-0"

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CITY OF PROVIDENCE

BY:

  
David N. Cicilline  
Mayor

  
WITNESS

LESSEE:

CELLCO PARTNERSHIP d/b/a  
VERIZON WIRELESS


BY:

  
David R. Heverling  
Vice President, Network –  
Northeast Area

\_\_\_\_\_  
WITNESS

**Acknowledgement Page Follows**

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Joseph M. Fernandez  
City Solicitor

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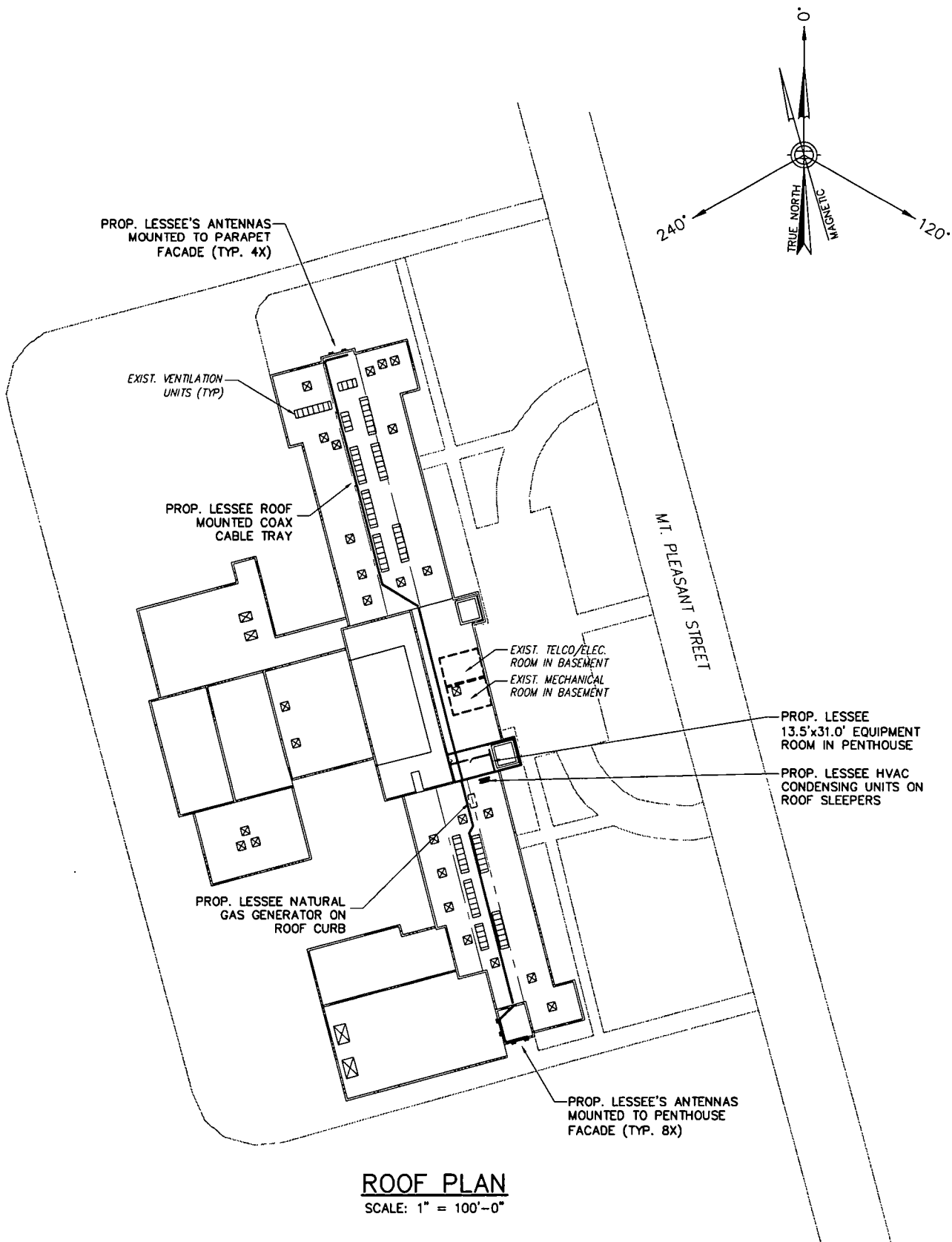
Serena Conley  
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Notary Public  
Print name:  
My Commission expires:



434 MT. PLEASANT ST.  
PROVIDENCE, RI

PLAN VIEW

LEASE EXHIBIT  
3/29/05

1 OF 2

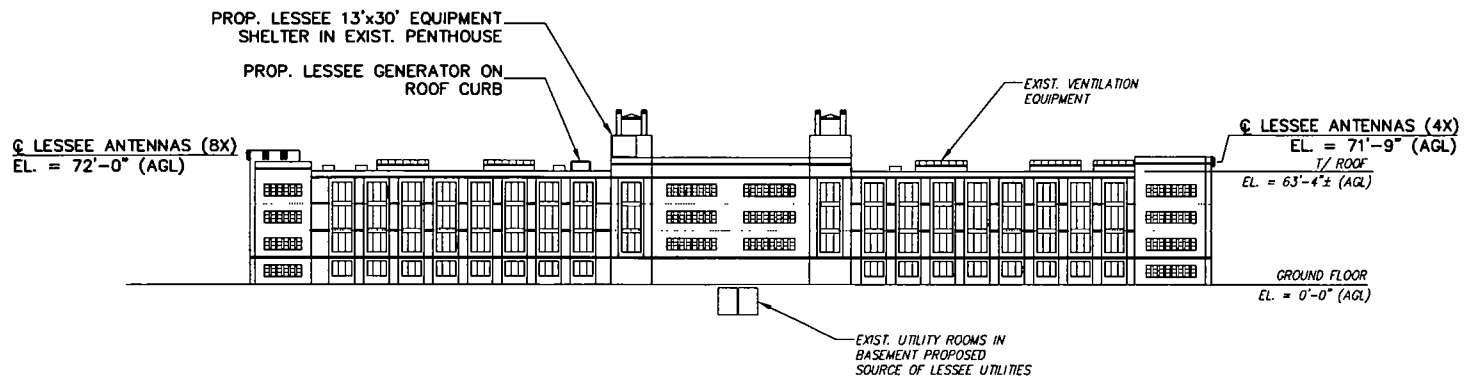


434 MT. PLEASANT ST.  
PROVIDENCE, RI

ELEVATION

LEASE EXHIBIT  
03/31/05

2 OF 2



**EAST ELEVATION**  
SCALE: 1" = 100'-0"

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CITY OF PROVIDENCE

BY:

  
David N. Cicilline  
Mayor

LESSEE:

CELLCO PARTNERSHIP d/b/a  
VERIZON WIRELESS

BY:

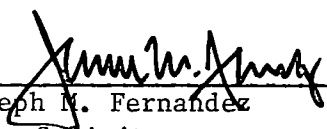
  
David R. Heverling  
Vice President, Network –  
Northeast Area

  
WITNESS

\_\_\_\_\_  
WITNESS

**Acknowledgement Page Follows**

APPROVED AS TO FORM AND CORRECTNESS:

  
Joseph M. Fernandez  
City Solicitor

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

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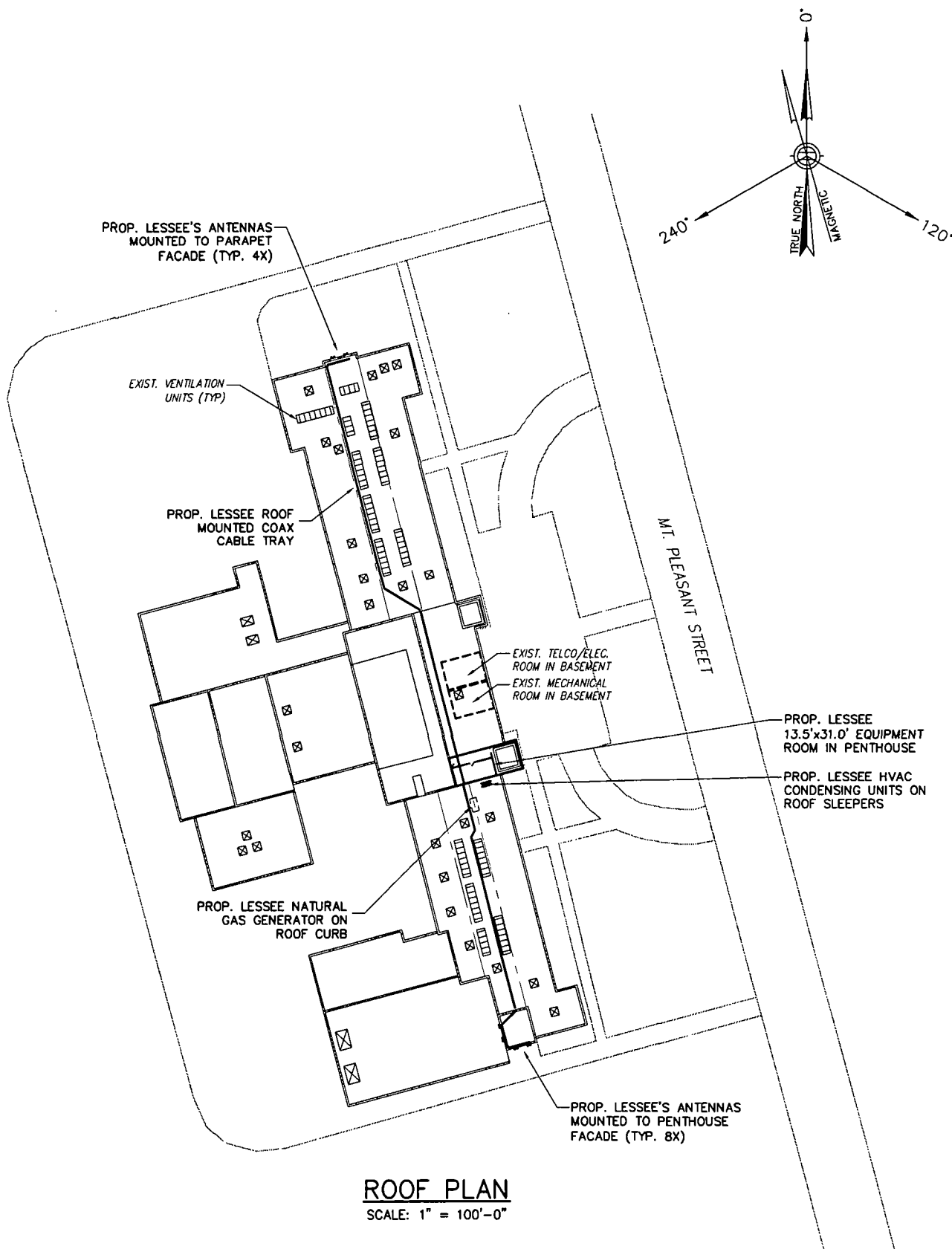
Serena Conley  
Notary Public  
Print name: Serena Conley  
My Commission expires: 2/14/06

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF WORCESTER

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\_\_\_\_\_  
Notary Public  
Print name:  
My Commission expires:



434 MT. PLEASANT ST.  
PROVIDENCE, RI

PLAN VIEW

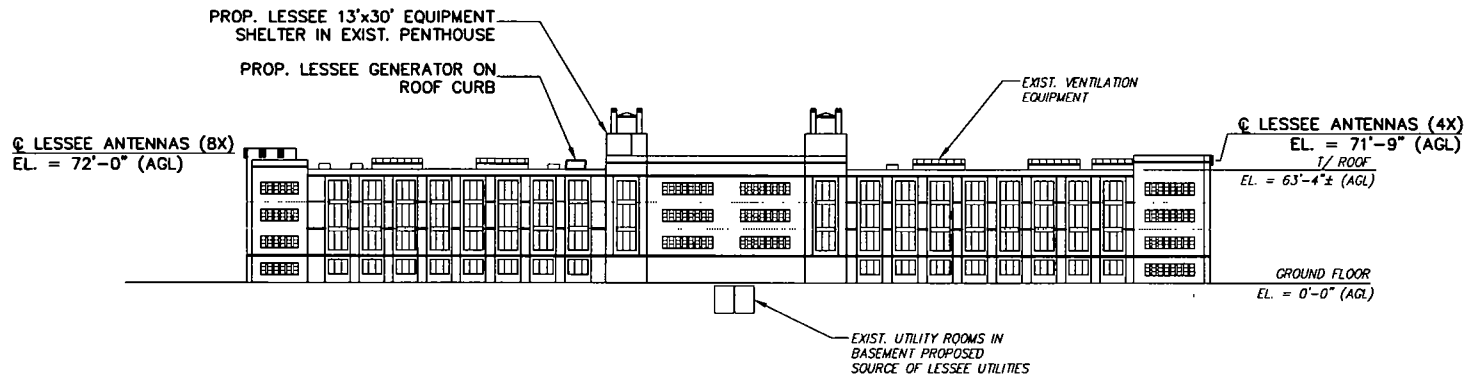
LEASE EXHIBIT  
3/29/05

434 MT. PLEASANT ST.  
PROVIDENCE, RI

ELEVATION

LEASE EXHIBIT  
03/31/05

2 OF 2



**EAST ELEVATION**  
SCALE: 1" = 100'-0"

## **BUILDING AND ROOFTOP LEASE AGREEMENT**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2005, between the City of Providence, with its principal offices located at City Hall, 25 Dorrance Street, Providence, Rhode Island 02903, Tax ID # 05-6000329 hereinafter designated LESSOR and Celco Partnership, a Delaware general partnership, 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:

### **LEASE AGREEMENT**

1. PREMISES. LESSOR hereby leases to LESSEE approximately three hundred ninety (390) square feet in the existing penthouse structure of the property at Mount Pleasant High School, 434 Mount Pleasant Avenue, Providence, Rhode Island 02908, as shown on the Tax Map of the City of Providence as Tax Assessor's Plat 128, Lot 2 and being further described in Deed Book 752, at page 320 as recorded in the Providence Land Evidence Records, (the entirety of LESSOR's property is referred to hereinafter as the "Property") together with that area of the roof all as shown in Exhibit "A", consisting of two (2) pages entitled "Lease Exhibit", attached hereto and made a part hereof together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day for the purpose of installation and maintenance of the demised premises, which floor space, roof space and access are collectively referred to hereinafter as the "Premises".

LESSOR also grants to the LESSEE the right and sufficient space for the installation and maintenance of heating, air conditioning and a generator together with wires, cables, conduits and pipes as shown in Exhibit "A" running from the leased floor space and basement utility rooms to the leased roof space.

2. TERM; ELECTRICAL. 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 Twenty Thousand Dollars (\$20,000) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR, at the address set forth in the first paragraph f/b/o the Mount Pleasant High School Revolving Fund, 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 (1st) day of the month following the date this Agreement is executed by the Parties or the first (1st) day of the month following the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs last.

If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical submeter at the Premises for the measurement of electrical power used by LESSEE's installation. LESSEE shall pay for its own power consumption used thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount.

If there is not sufficient utility or telephone service at the Property for LESSEE's use, then LESSOR shall allow such utility or telephone companies to install any necessary upgrades to such service, provided the same be at no additional cost to LESSOR.

3. 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 three (3) months prior to the end of the then current term.

4. RENTAL INCREASES. The rent for each five (5) year extension term shall be increased by fifteen percent (15%) over the previous five (5) year term's annual rental amount.

5. ADDITIONAL EXTENSIONS. If at the end of the fourth (4<sup>th</sup>) five (5) year extension term 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 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. Annual rental for each such additional five (5) year term shall be equal to one hundred fifteen percent (115%) of the annual



rental payable with respect to the immediately preceding five (5) year term.

6. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto. LESSEE will maintain the leased portion of the roof in a weather tight condition. All improvements shall be at LESSEE's expense and the installation of all improvements shall be at the discretion and option of the LESSEE. 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. LESSEE will maintain the Premises in 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 Premises 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 a satisfactory building structural analysis 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 thereof 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 that the LESSEE determines that the site is no longer technically compatible for its use or that LESSEE, in its sole discretion, will be unable to use the Premises for its intended purposes, 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 the Parties shall have no further obligations, except for obligations which survive the termination of this Agreement under Section 30, including the payment of money, to each other.

7. 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.

8. 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 mutually agree that each may self insure against any loss or damage which could be covered by a comprehensive general public liability and property liability insurance policy with liability limits of not less than One Million Dollars (\$1,000,000) for injury to or death of one or more persons in any one occurrence and Five Hundred Thousand Dollars (\$500,000) for damage or destruction to property in any one occurrence.

9. 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.

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. REMOVAL UPON TERMINATION. LESSEE, upon termination of the Agreement, shall, within ninety (90) days, remove its equipment, fixtures and all personal property and restore the Premises 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 LESSEE's equipment in the penthouse structure, antenna structure, fixtures and all personal property are completed.

12. RIGHT OF FIRST REFUSAL. Deleted.

13. 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.

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

15. 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.

16. 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 effect 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.

17. 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.

18. 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 such consent will not be unreasonably withheld or delayed.

19. 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: City of Providence  
25 Dorrance Street  
Fourth Floor  
Providence, RI 02903  
Attn: Director of Public Property

LESSEE: Cellco Partnership  
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.

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

21. 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-access; 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.

22. 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.

23. 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.

24. 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.

25. PHASE I ENVIRONMENTAL AUDIT/MATERIALS REMOVAL.

a. Any provisions of this Agreement to the contrary notwithstanding, all of LESSEE's obligations under this Agreement shall be subject to and contingent upon completion not later than December 31, 2005 of a Phase I Environmental Audit (as described as ASTM Standard Practice for Environmental Assessments: Phase I Environmental Site Assessment, designation E 1527-93) to be conducted at LESSEE's option and expense, and approval by LESSEE of the results of such Phase I Environmental Audit in LESSEE's reasonable judgment.

b. In the event LESSEE's environmental investigation of the Premises reveals the presence or either asbestos containing materials ("ACM") and/or lead-based paint ("LBP") that require removal prior to installation of LESSEE's improvements and if LESSEE has elected to proceed with the Lease and the installation of the communications facility as set forth herein, then the Parties agree that:

(1) LESSEE, through its contractors and/or employees, will be responsible for removing, handling, transporting and disposing of ACM and LBP removed from and/or abated on the Premises,

as part of the installation of improvements. A copy of the Project Manual for the Asbestos Abatement as well as specifications for LBP removal (which will be sent to prospective contractors), and copies of any removal and/or abatement work plans will be provided to LESSOR for its prior approval, which will not be unreasonably withheld, conditioned or delayed;

(2) LESSEE will be responsible for making all necessary notifications to the Environmental Protection Agency, the Rhode Island Department of Environmental Management, and any applicable Local/County Health Department/Bureau of Air Quality in advance of the ACM and LBP removal.

(3) As the Property owner, LESSOR will be identified as the generator of the ACM and LBP on all waste transportation documentation, including if needed, manifests, and will make its authorized agent available to LESSEE to sign such documentation. LESSOR will keep copies of the signed documentation for its records. LESSOR may also provide LESSEE with preferred destination facilities for the disposal of the ACM and LBP waste materials;

(4) LESSOR will be responsible for maintaining records of the ACM and LBP abatement/removal and for post-removal regulatory reporting, if any is required, to any federal, state or local agency regarding the removal and/or abatement and disposal of the ACM and LBP.

26. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forth-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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

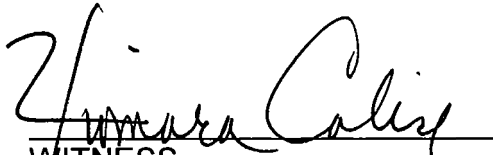
**Signatures Follow on Next Page**




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

LESSOR:

CITY OF PROVIDENCE

  
WITNESS

BY:   
David N. Cicilline  
Mayor


LESSEE:  
CELLCO PARTNERSHIP d/b/a  
VERIZON WIRELESS

\_\_\_\_\_  
WITNESS

BY: \_\_\_\_\_  
David R. Heverling  
Vice President, Network –  
Northeast Area

**Acknowledgement Page Follows**

APPROVED AS TO FORM AND SUBSTANCE:

  
\_\_\_\_\_  
Joseph M. Fernandez  
City Solicitor

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In Providence, on this 16<sup>th</sup> day of May, 2005, personally appeared before me, David N. Cicilline, the duly authorized Mayor of the City of Providence, to me know and known by me to be the party executing this lease acknowledging the same to be his free act and deed in such capacity as Mayor having been duly authorized and empowered in accordance with the resolution of the Providence city council.

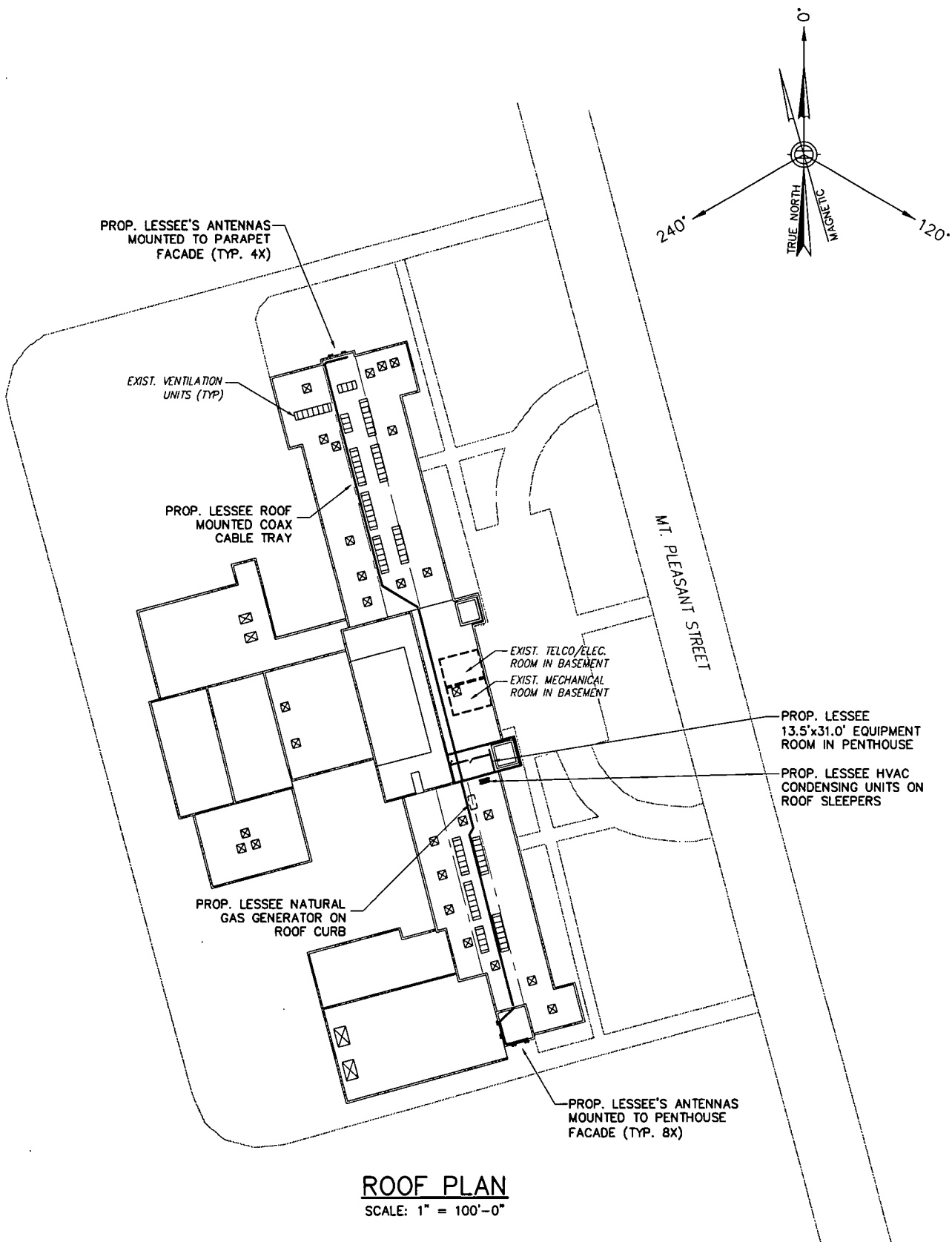
Serena Conley  
Notary Public  
Print name: Serena Conley  
My Commission expires: 2/14/06

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF WORCESTER

On this \_\_\_\_ day of \_\_\_\_\_, 2005, before me appeared David R. Heverling, Vice President, Network – Northeast Area, to me personally known, who, being by me duly sworn, did say that he is authorized by the Executive Vice President & Chief Technical Officer of Cellco Partnership, d/b/a Verizon Wireless, to execute the forgoing instrument and that said instrument was signed on behalf of said partnership and said David R. Heverling acknowledged said instrument to be his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state of the day and year last above written.

\_\_\_\_\_  
Notary Public  
Print name:  
My Commission expires:



434 MT. PLEASANT ST.  
PROVIDENCE, RI

PLAN VIEW

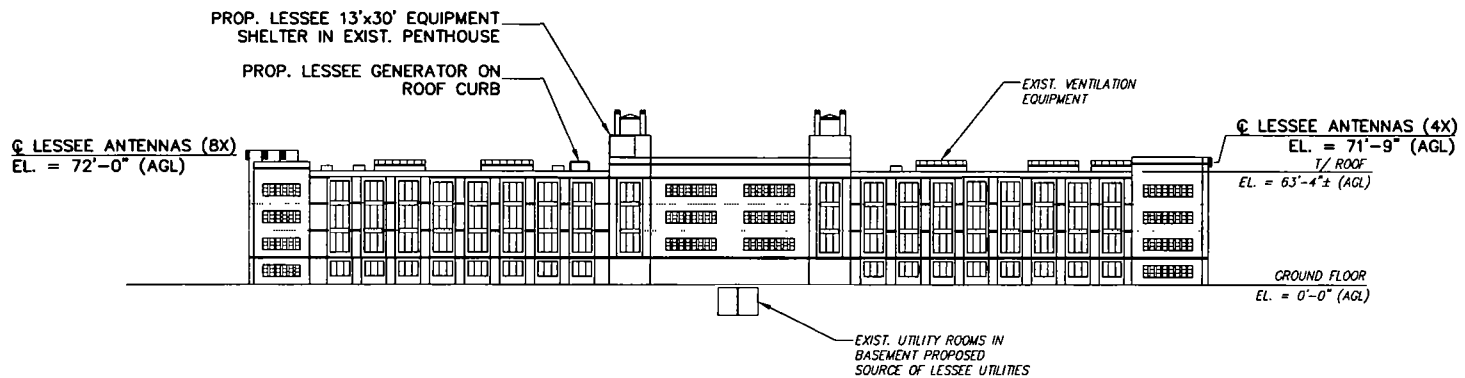
LEASE EXHIBIT  
3/29/05

434 MT. PLEASANT ST.  
PROVIDENCE, RI

ELEVATION

LEASE EXHIBIT  
03/31/05

2 OF 2



**EAST ELEVATION**  
SCALE: 1" = 100'-0"

## **BUILDING AND ROOFTOP LEASE AGREEMENT**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2005, between the City of Providence, with its principal offices located at City Hall, 25 Dorrance Street, Providence, Rhode Island 02903, Tax ID # 05-6000329 hereinafter designated LESSOR and Cellco Partnership, a Delaware general partnership, 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:

### **LEASE AGREEMENT**

1. PREMISES. LESSOR hereby leases to LESSEE approximately three hundred ninety (390) square feet in the existing penthouse structure of the property at Mount Pleasant High School, 434 Mount Pleasant Avenue, Providence, Rhode Island 02908, as shown on the Tax Map of the City of Providence as Tax Assessor's Plat 128, Lot 2 and being further described in Deed Book 752, at page 320 as recorded in the Providence Land Evidence Records, (the entirety of LESSOR's property is referred to hereinafter as the "Property") together with that area of the roof all as shown in Exhibit "A", consisting of two (2) pages entitled "Lease Exhibit", attached hereto and made a part hereof together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day for the purpose of installation and maintenance of the demised premises, which floor space, roof space and access are collectively referred to hereinafter as the "Premises".

LESSOR also grants to the LESSEE the right and sufficient space for the installation and maintenance of heating, air conditioning and a generator together with wires, cables, conduits and pipes as shown in Exhibit "A" running from the leased floor space and basement utility rooms to the leased roof space.

2. TERM; ELECTRICAL. 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 Twenty Thousand Dollars (\$20,000) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR, at the address set forth in the first paragraph f/b/o the Mount Pleasant High School Revolving Fund, 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 (1st) day of the month following the date this Agreement is executed by the Parties or the first (1st) day of the month following the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs last.

If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical submeter at the Premises for the measurement of electrical power used by LESSEE's installation. LESSEE shall pay for its own power consumption used thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount.

If there is not sufficient utility or telephone service at the Property for LESSEE's use, then LESSOR shall allow such utility or telephone companies to install any necessary upgrades to such service, provided the same be at no additional cost to LESSOR.

3. 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 three (3) months prior to the end of the then current term.

4. RENTAL INCREASES. The rent for each five (5) year extension term shall be increased by fifteen percent (15%) over the previous five (5) year term's annual rental amount.

5. ADDITIONAL EXTENSIONS. If at the end of the fourth (4<sup>th</sup>) five (5) year extension term 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 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. Annual rental for each such additional five (5) year term shall be equal to one hundred fifteen percent (115%) of the annual

rental payable with respect to the immediately preceding five (5) year term.

6. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto. LESSEE will maintain the leased portion of the roof in a weather tight condition. All improvements shall be at LESSEE's expense and the installation of all improvements shall be at the discretion and option of the LESSEE. 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. LESSEE will maintain the Premises in 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 Premises 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 a satisfactory building structural analysis 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 thereof 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 that the LESSEE determines that the site is no longer technically compatible for its use or that LESSEE, in its sole discretion, will be unable to use the Premises for its intended purposes, 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 the Parties shall have no further obligations, except for obligations which survive the termination of this Agreement under Section 30, including the payment of money, to each other.

7. 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.

8. 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 mutually agree that each may self insure against any loss or damage which could be covered by a comprehensive general public liability and property liability insurance policy with liability limits of not less than One Million Dollars (\$1,000,000) for injury to or death of one or more persons in any one occurrence and Five Hundred Thousand Dollars (\$500,000) for damage or destruction to property in any one occurrence.

9. 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.

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. REMOVAL UPON TERMINATION. LESSEE, upon termination of the Agreement, shall, within ninety (90) days, remove its equipment, fixtures and all personal property and restore the Premises 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 LESSEE's equipment in the penthouse structure, antenna structure, fixtures and all personal property are completed.

12. RIGHT OF FIRST REFUSAL. Deleted.

13. 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.

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

15. 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.

16. 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 effect 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.

17. 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.

18. 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 such consent will not be unreasonably withheld or delayed.

19. 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: City of Providence  
25 Dorrance Street  
Fourth Floor  
Providence, RI 02903  
Attn: Director of Public Property

LESSEE: Cellco Partnership  
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.

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

21. 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-access; 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.

22. 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.

23. 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.

24. 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.

25. PHASE I ENVIRONMENTAL AUDIT/MATERIALS REMOVAL.

a. Any provisions of this Agreement to the contrary notwithstanding, all of LESSEE's obligations under this Agreement shall be subject to and contingent upon completion not later than December 31, 2005 of a Phase I Environmental Audit (as described as ASTM Standard Practice for Environmental Assessments: Phase I Environmental Site Assessment, designation E 1527-93) to be conducted at LESSEE's option and expense, and approval by LESSEE of the results of such Phase I Environmental Audit in LESSEE's reasonable judgment.

b. In the event LESSEE's environmental investigation of the Premises reveals the presence or either asbestos containing materials ("ACM") and/or lead-based paint ("LBP") that require removal prior to installation of LESSEE's improvements and if LESSEE has elected to proceed with the Lease and the installation of the communications facility as set forth herein, then the Parties agree that:

(1) LESSEE, through its contractors and/or employees, will be responsible for removing, handling, transporting and disposing of ACM and LBP removed from and/or abated on the Premises,

as part of the installation of improvements. A copy of the Project Manual for the Asbestos Abatement as well as specifications for LBP removal (which will be sent to prospective contractors), and copies of any removal and/or abatement work plans will be provided to LESSOR for its prior approval, which will not be unreasonably withheld, conditioned or delayed;

(2) LESSEE will be responsible for making all necessary notifications to the Environmental Protection Agency, the Rhode Island Department of Environmental Management, and any applicable Local/County Health Department/Bureau of Air Quality in advance of the ACM and LBP removal.

(3) As the Property owner, LESSOR will be identified as the generator of the ACM and LBP on all waste transportation documentation, including if needed, manifests, and will make its authorized agent available to LESSEE to sign such documentation. LESSOR will keep copies of the signed documentation for its records. LESSOR may also provide LESSEE with preferred destination facilities for the disposal of the ACM and LBP waste materials;

(4) LESSOR will be responsible for maintaining records of the ACM and LBP abatement/removal and for post-removal regulatory reporting, if any is required, to any federal, state or local agency regarding the removal and/or abatement and disposal of the ACM and LBP.

26. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forth-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.

27. 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.

28. 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.

29. 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.

30. 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.


31. 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.

**Signatures Follow on Next Page**

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

LESSOR:

CITY OF PROVIDENCE

  
WITNESS

BY:   
David N. Cicilline  
Mayor

LESSEE:

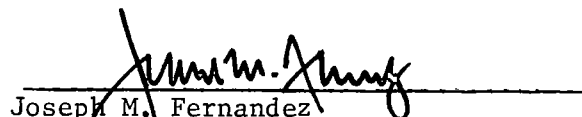
CELLCO PARTNERSHIP d/b/a  
VERIZON WIRELESS

\_\_\_\_\_  
WITNESS

BY: \_\_\_\_\_  
David R. Heverling  
Vice President, Network –  
Northeast Area

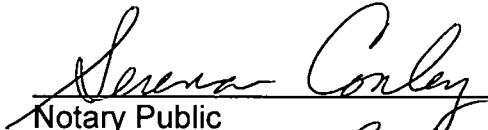
**Acknowledgement Page Follows**

APPROVED AS TO FORM AND CORRECTNESS:

  
Joseph M. Fernandez  
City Solicitor

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In Providence , on this 16 day of May, 2005,  
personally appeared before me, David N. Cicilline, the duly authorized  
Mayor of the City of Providence, to me know and known by me to be the  
party executing this lease acknowledging the same to be his free act and  
deed in such capacity as Mayor having been duly authorized and  
empowered in accordance with the resolution of the Providence city  
council.

  
Notary Public  
Print name: Serena Conley  
My Commission expires: 2/14/06

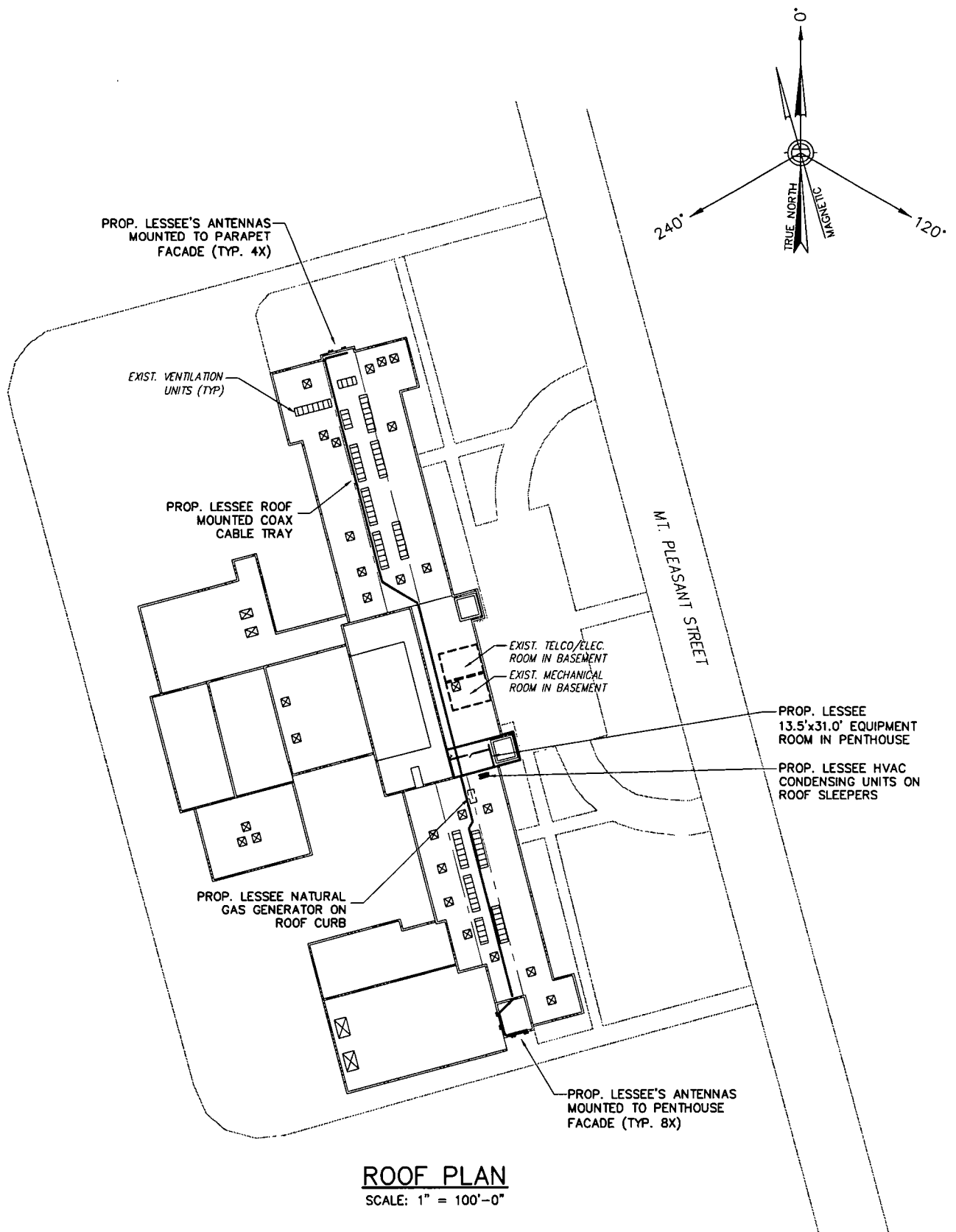
COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF WORCESTER

On this \_\_\_\_ day of \_\_\_\_\_, 2005, before me  
appeared David R. Heverling, Vice President, Network – Northeast Area,  
to me personally known, who, being by me duly sworn, did say that he is  
authorized by the Executive Vice President & Chief Technical Officer of  
Cellco Partnership, d/b/a Verizon Wireless, to execute the forgoing  
instrument and that said instrument was signed on behalf of said  
partnership and said David R. Heverling acknowledged said instrument to  
be his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and  
affixed my official seal at my office in said county and state of the day and  
year last above written.

\_\_\_\_\_  
Notary Public  
Print name:  
My Commission expires:





434 MT. PLEASANT ST.  
PROVIDENCE, RI

PLAN VIEW

LEASE EXHIBIT  
3/29/05

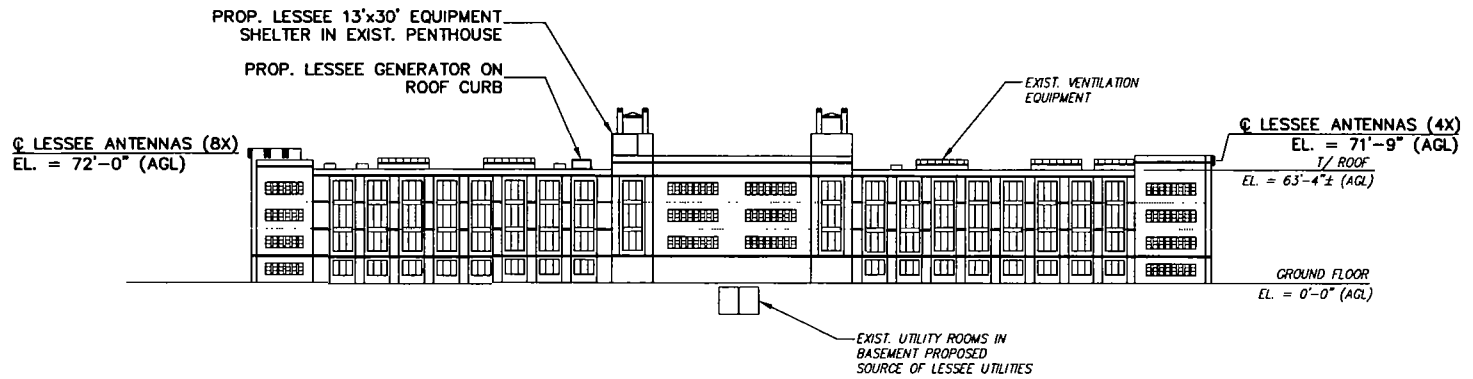
1 OF 2

434 MT. PLEASANT ST.  
PROVIDENCE, RI

ELEVATION

LEASE EXHIBIT  
03/31/05

2 OF 2



**EAST ELEVATION**  
SCALE: 1" = 100'-0"

## **BUILDING AND ROOFTOP LEASE AGREEMENT**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2005, between the City of Providence, with its principal offices located at City Hall, 25 Dorrance Street, Providence, Rhode Island 02903, Tax ID # 05-6000329 hereinafter designated LESSOR and Celco Partnership, a Delaware general partnership, 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:

### **LEASE AGREEMENT**

1. PREMISES. LESSOR hereby leases to LESSEE approximately three hundred ninety (390) square feet in the existing penthouse structure of the property at Mount Pleasant High School, 434 Mount Pleasant Avenue, Providence, Rhode Island 02908, as shown on the Tax Map of the City of Providence as Tax Assessor's Plat 128, Lot 2 and being further described in Deed Book 752, at page 320 as recorded in the Providence Land Evidence Records, (the entirety of LESSOR's property is referred to hereinafter as the "Property") together with that area of the roof all as shown in Exhibit "A", consisting of two (2) pages entitled "Lease Exhibit", attached hereto and made a part hereof together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day for the purpose of installation and maintenance of the demised premises, which floor space, roof space and access are collectively referred to hereinafter as the "Premises".

LESSOR also grants to the LESSEE the right and sufficient space for the installation and maintenance of heating, air conditioning and a generator together with wires, cables, conduits and pipes as shown in Exhibit "A" running from the leased floor space and basement utility rooms to the leased roof space.

2. TERM; ELECTRICAL. 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 Twenty Thousand Dollars (\$20,000) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR, at the address set forth in the first paragraph f/b/o the Mount Pleasant High School Revolving Fund, 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 (1st) day of the month following the date this Agreement is executed by the Parties or the first (1st) day of the month following the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs last.

If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical submeter at the Premises for the measurement of electrical power used by LESSEE's installation. LESSEE shall pay for its own power consumption used thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount.

If there is not sufficient utility or telephone service at the Property for LESSEE's use, then LESSOR shall allow such utility or telephone companies to install any necessary upgrades to such service, provided the same be at no additional cost to LESSOR.

3. 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 three (3) months prior to the end of the then current term.

4. RENTAL INCREASES. The rent for each five (5) year extension term shall be increased by fifteen percent (15%) over the previous five (5) year term's annual rental amount.

5. ADDITIONAL EXTENSIONS. If at the end of the fourth (4<sup>th</sup>) five (5) year extension term 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 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. Annual rental for each such additional five (5) year term shall be equal to one hundred fifteen percent (115%) of the annual

rental payable with respect to the immediately preceding five (5) year term.

6. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto. LESSEE will maintain the leased portion of the roof in a weather tight condition. All improvements shall be at LESSEE's expense and the installation of all improvements shall be at the discretion and option of the LESSEE. 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. LESSEE will maintain the Premises in 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 Premises 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 a satisfactory building structural analysis 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 thereof 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 that the LESSEE determines that the site is no longer technically compatible for its use or that LESSEE, in its sole discretion, will be unable to use the Premises for its intended purposes, 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 the Parties shall have no further obligations, except for obligations which survive the termination of this Agreement under Section 30, including the payment of money, to each other.

7. 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.

8. 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 mutually agree that each may self insure against any loss or damage which could be covered by a comprehensive general public liability and property liability insurance policy with liability limits of not less than One Million Dollars (\$1,000,000) for injury to or death of one or more persons in any one occurrence and Five Hundred Thousand Dollars (\$500,000) for damage or destruction to property in any one occurrence.

9. 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.

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. REMOVAL UPON TERMINATION. LESSEE, upon termination of the Agreement, shall, within ninety (90) days, remove its equipment, fixtures and all personal property and restore the Premises 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 LESSEE's equipment in the penthouse structure, antenna structure, fixtures and all personal property are completed.

12. RIGHT OF FIRST REFUSAL. Deleted.

13. 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.

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

15. 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.

16. 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 effect 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.

17. 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.

18. 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 such consent will not be unreasonably withheld or delayed.

19. 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: City of Providence  
25 Dorrance Street  
Fourth Floor  
Providence, RI 02903  
Attn: Director of Public Property

LESSEE: Cellco Partnership  
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.

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

21. 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-access; 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.

22. 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.

23. 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.

24. 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.

25. PHASE I ENVIRONMENTAL AUDIT/MATERIALS REMOVAL.

a. Any provisions of this Agreement to the contrary notwithstanding, all of LESSEE's obligations under this Agreement shall be subject to and contingent upon completion not later than December 31, 2005 of a Phase I Environmental Audit (as described as ASTM Standard Practice for Environmental Assessments: Phase I Environmental Site Assessment, designation E 1527-93) to be conducted at LESSEE's option and expense, and approval by LESSEE of the results of such Phase I Environmental Audit in LESSEE's reasonable judgment.

b. In the event LESSEE's environmental investigation of the Premises reveals the presence or either asbestos containing materials ("ACM") and/or lead-based paint ("LBP") that require removal prior to installation of LESSEE's improvements and if LESSEE has elected to proceed with the Lease and the installation of the communications facility as set forth herein, then the Parties agree that:

(1) LESSEE, through its contractors and/or employees, will be responsible for removing, handling, transporting and disposing of ACM and LBP removed from and/or abated on the Premises,

as part of the installation of improvements. A copy of the Project Manual for the Asbestos Abatement as well as specifications for LBP removal (which will be sent to prospective contractors), and copies of any removal and/or abatement work plans will be provided to LESSOR for its prior approval, which will not be unreasonably withheld, conditioned or delayed;

(2) LESSEE will be responsible for making all necessary notifications to the Environmental Protection Agency, the Rhode Island Department of Environmental Management, and any applicable Local/County Health Department/Bureau of Air Quality in advance of the ACM and LBP removal.

(3) As the Property owner, LESSOR will be identified as the generator of the ACM and LBP on all waste transportation documentation, including if needed, manifests, and will make its authorized agent available to LESSEE to sign such documentation. LESSOR will keep copies of the signed documentation for its records. LESSOR may also provide LESSEE with preferred destination facilities for the disposal of the ACM and LBP waste materials;

(4) LESSOR will be responsible for maintaining records of the ACM and LBP abatement/removal and for post-removal regulatory reporting, if any is required, to any federal, state or local agency regarding the removal and/or abatement and disposal of the ACM and LBP.

26. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forth-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.

27. 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.

28. 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.

29. 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.

30. 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.

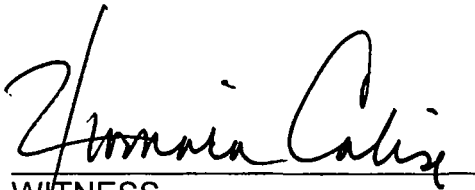
31. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

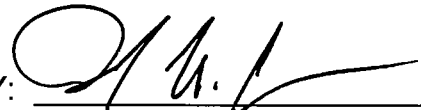
**Signatures Follow on Next Page**

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

LESSOR:

CITY OF PROVIDENCE

  
WITNESS

BY:   
David N. Cicilline  
Mayor

LESSEE:

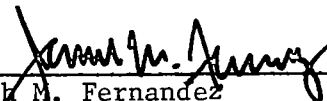
CELLCO PARTNERSHIP d/b/a  
VERIZON WIRELESS

\_\_\_\_\_  
WITNESS

BY: \_\_\_\_\_  
David R. Heverling  
Vice President, Network –  
Northeast Area

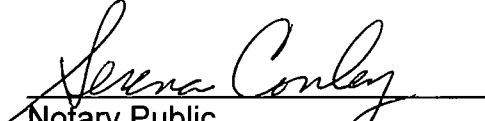
**Acknowledgement Page Follows**

APPROVED AS TO FORM AND CORRECTNESS:

  
\_\_\_\_\_  
Joseph M. Fernandez  
City Solicitor

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In Providence, on this 16<sup>th</sup> day of May, 2005,  
personally appeared before me, David N. Cicilline, the duly authorized  
Mayor of the City of Providence, to me know and known by me to be the  
party executing this lease acknowledging the same to be his free act and  
deed in such capacity as Mayor having been duly authorized and  
empowered in accordance with the resolution of the Providence city  
council.

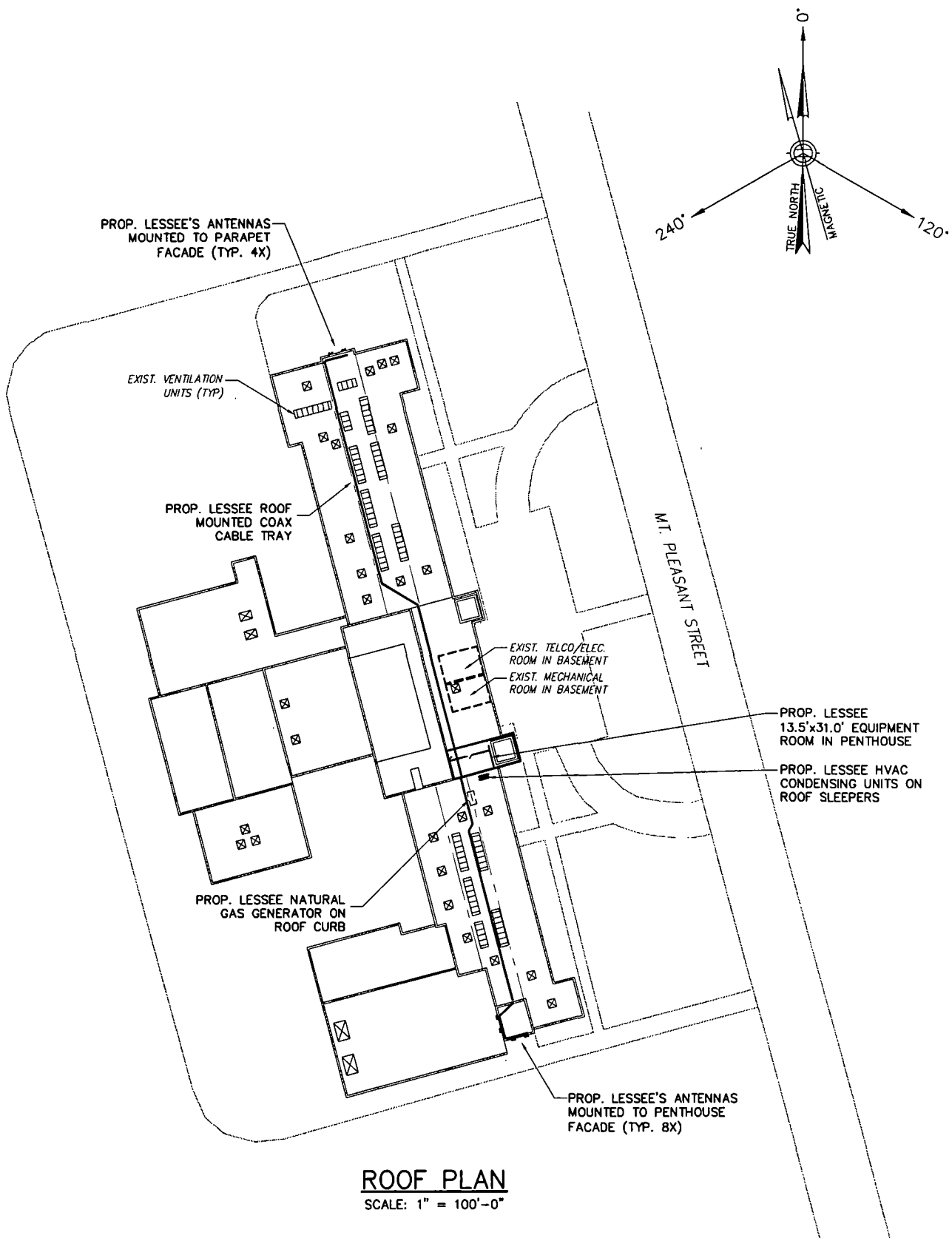
  
Notary Public  
Print name: Serena Conley  
My Commission expires: 2/14/06

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF WORCESTER

On this \_\_\_\_ day of \_\_\_\_\_, 2005, before me  
appeared David R. Heverling, Vice President, Network – Northeast Area,  
to me personally known, who, being by me duly sworn, did say that he is  
authorized by the Executive Vice President & Chief Technical Officer of  
Cellco Partnership, d/b/a Verizon Wireless, to execute the forgoing  
instrument and that said instrument was signed on behalf of said  
partnership and said David R. Heverling acknowledged said instrument to  
be his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and  
affixed my official seal at my office in said county and state of the day and  
year last above written.

\_\_\_\_\_  
Notary Public  
Print name:  
My Commission expires:



434 MT. PLEASANT ST.  
PROVIDENCE, RI

PLAN VIEW

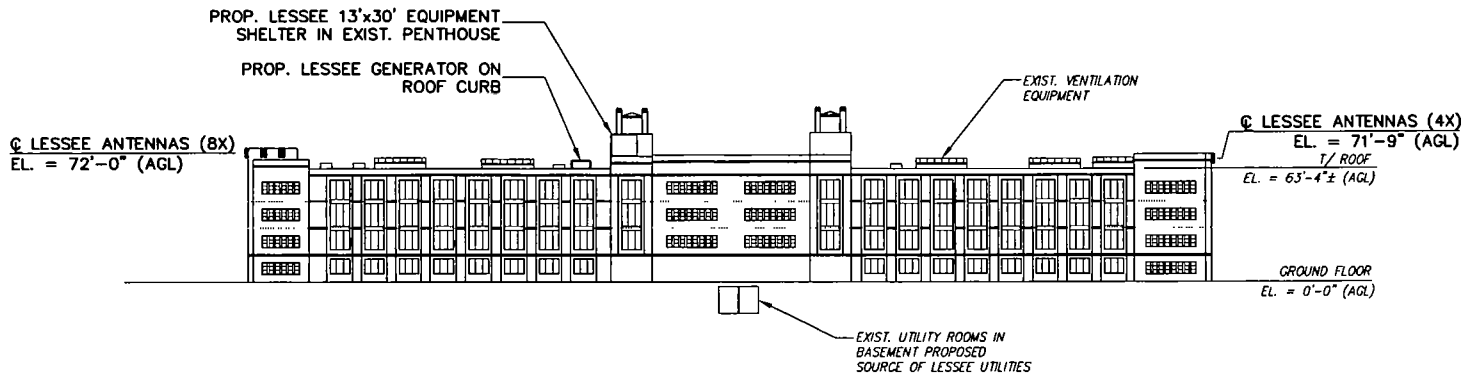
LEASE EXHIBIT  
3/29/05

434 MT. PLEASANT ST.  
PROVIDENCE, RI

ELEVATION

LEASE EXHIBIT  
03/31/05

2 OF 2



**EAST ELEVATION**  
SCALE: 1" = 100'-0"



## **BUILDING AND ROOFTOP LEASE AGREEMENT**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2005, between the City of Providence, with its principal offices located at City Hall, 25 Dorrance Street, Providence, Rhode Island 02903, Tax ID # 05-6000329 hereinafter designated LESSOR and Celco Partnership, a Delaware general partnership, 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:

### **LEASE AGREEMENT**

1. PREMISES. LESSOR hereby leases to LESSEE approximately three hundred ninety (390) square feet in the existing penthouse structure of the property at Mount Pleasant High School, 434 Mount Pleasant Avenue, Providence, Rhode Island 02908, as shown on the Tax Map of the City of Providence as Tax Assessor's Plat 128, Lot 2 and being further described in Deed Book 752, at page 320 as recorded in the Providence Land Evidence Records, (the entirety of LESSOR's property is referred to hereinafter as the "Property") together with that area of the roof all as shown in Exhibit "A", consisting of two (2) pages entitled "Lease Exhibit", attached hereto and made a part hereof together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day for the purpose of installation and maintenance of the demised premises, which floor space, roof space and access are collectively referred to hereinafter as the "Premises".

LESSOR also grants to the LESSEE the right and sufficient space for the installation and maintenance of heating, air conditioning and a generator together with wires, cables, conduits and pipes as shown in Exhibit "A" running from the leased floor space and basement utility rooms to the leased roof space.

2. TERM; ELECTRICAL. 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 Twenty Thousand Dollars (\$20,000) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR, at the address set forth in the first paragraph f/b/o the Mount Pleasant High School Revolving Fund, 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 (1st) day of the month following the date this Agreement is executed by the Parties or the first (1st) day of the month following the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs last.

If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical submeter at the Premises for the measurement of electrical power used by LESSEE's installation. LESSEE shall pay for its own power consumption used thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount.

If there is not sufficient utility or telephone service at the Property for LESSEE's use, then LESSOR shall allow such utility or telephone companies to install any necessary upgrades to such service, provided the same be at no additional cost to LESSOR.

3. 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 three (3) months prior to the end of the then current term.

4. RENTAL INCREASES. The rent for each five (5) year extension term shall be increased by fifteen percent (15%) over the previous five (5) year term's annual rental amount.

5. ADDITIONAL EXTENSIONS. If at the end of the fourth (4<sup>th</sup>) five (5) year extension term 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 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. Annual rental for each such additional five (5) year term shall be equal to one hundred fifteen percent (115%) of the annual

rental payable with respect to the immediately preceding five (5) year term.

6. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto. LESSEE will maintain the leased portion of the roof in a weather tight condition. All improvements shall be at LESSEE's expense and the installation of all improvements shall be at the discretion and option of the LESSEE. 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. LESSEE will maintain the Premises in 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 Premises 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 a satisfactory building structural analysis 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 thereof 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 that the LESSEE determines that the site is no longer technically compatible for its use or that LESSEE, in its sole discretion, will be unable to use the Premises for its intended purposes, 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 the Parties shall have no further obligations, except for obligations which survive the termination of this Agreement under Section 30, including the payment of money, to each other.

7. 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.

8. 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 mutually agree that each may self insure against any loss or damage which could be covered by a comprehensive general public liability and property liability insurance policy with liability limits of not less than One Million Dollars (\$1,000,000) for injury to or death of one or more persons in any one occurrence and Five Hundred Thousand Dollars (\$500,000) for damage or destruction to property in any one occurrence.

9. 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.

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. REMOVAL UPON TERMINATION. LESSEE, upon termination of the Agreement, shall, within ninety (90) days, remove its equipment, fixtures and all personal property and restore the Premises 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 LESSEE's equipment in the penthouse structure, antenna structure, fixtures and all personal property are completed.

12. RIGHT OF FIRST REFUSAL. Deleted.

13. 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.

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

15. 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.

16. 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 effect 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.

17. 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.

18. 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 such consent will not be unreasonably withheld or delayed.

19. 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: City of Providence  
25 Dorrance Street  
Fourth Floor  
Providence, RI 02903  
Attn: Director of Public Property

LESSEE: Cellco Partnership  
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.

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

21. 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-access; 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.

22. 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.

23. 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.

24. 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.

## 25. PHASE I ENVIRONMENTAL AUDIT/MATERIALS REMOVAL.

a. Any provisions of this Agreement to the contrary notwithstanding, all of LESSEE's obligations under this Agreement shall be subject to and contingent upon completion not later than December 31, 2005 of a Phase I Environmental Audit (as described as ASTM Standard Practice for Environmental Assessments: Phase I Environmental Site Assessment, designation E 1527-93) to be conducted at LESSEE's option and expense, and approval by LESSEE of the results of such Phase I Environmental Audit in LESSEE's reasonable judgment.

b. In the event LESSEE's environmental investigation of the Premises reveals the presence or either asbestos containing materials ("ACM") and/or lead-based paint ("LBP") that require removal prior to installation of LESSEE's improvements and if LESSEE has elected to proceed with the Lease and the installation of the communications facility as set forth herein, then the Parties agree that:

(1) LESSEE, through its contractors and/or employees, will be responsible for removing, handling, transporting and disposing of ACM and LBP removed from and/or abated on the Premises,



as part of the installation of improvements. A copy of the Project Manual for the Asbestos Abatement as well as specifications for LBP removal (which will be sent to prospective contractors), and copies of any removal and/or abatement work plans will be provided to LESSOR for its prior approval, which will not be unreasonably withheld, conditioned or delayed;

(2) LESSEE will be responsible for making all necessary notifications to the Environmental Protection Agency, the Rhode Island Department of Environmental Management, and any applicable Local/County Health Department/Bureau of Air Quality in advance of the ACM and LBP removal.

(3) As the Property owner, LESSOR will be identified as the generator of the ACM and LBP on all waste transportation documentation, including if needed, manifests, and will make its authorized agent available to LESSEE to sign such documentation. LESSOR will keep copies of the signed documentation for its records. LESSOR may also provide LESSEE with preferred destination facilities for the disposal of the ACM and LBP waste materials;

(4) LESSOR will be responsible for maintaining records of the ACM and LBP abatement/removal and for post-removal regulatory reporting, if any is required, to any federal, state or local agency regarding the removal and/or abatement and disposal of the ACM and LBP.

26. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forth-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.

27. 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.

28. 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.

29. 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.

30. 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.

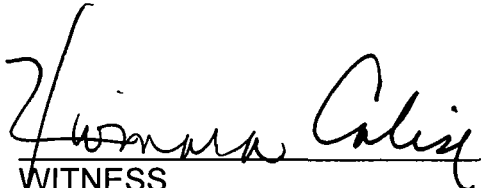
31. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

**Signatures Follow on Next Page**

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

LESSOR:

CITY OF PROVIDENCE

  
WITNESS

BY:

  
David N. Cicilline  
Mayor

LESSEE:

CELLCO PARTNERSHIP d/b/a  
VERIZON WIRELESS

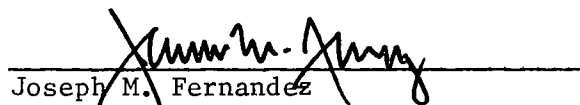
\_\_\_\_\_  
WITNESS

BY:

\_\_\_\_\_  
David R. Heverling  
Vice President, Network –  
Northeast Area

**Acknowledgement Page Follows**

APPROVED AS TO FORM AND CORRECTNESS:

  
Joseph M. Fernandez  
City Solicitor

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In Providence, on this 16<sup>th</sup> day of May, 2005,  
personally appeared before me, David N. Cicilline, the duly authorized  
Mayor of the City of Providence, to me know and known by me to be the  
party executing this lease acknowledging the same to be his free act and  
deed in such capacity as Mayor having been duly authorized and  
empowered in accordance with the resolution of the Providence city  
council.

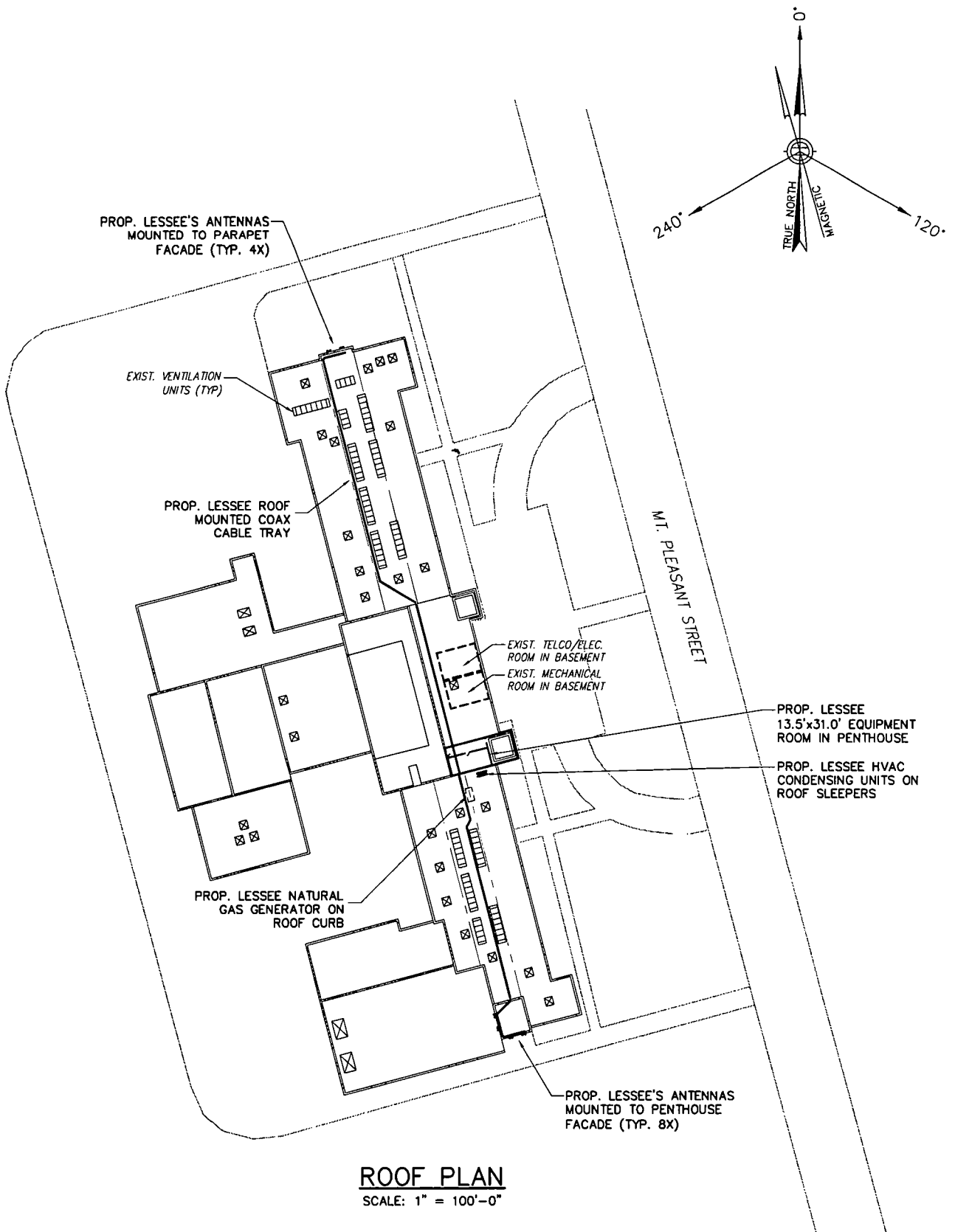
Serena Conley  
Notary Public  
Print name: Serena Conley  
My Commission expires: 2/14/06

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF WORCESTER

On this \_\_\_\_ day of \_\_\_\_\_, 2005, before me  
appeared David R. Heverling, Vice President, Network – Northeast Area,  
to me personally known, who, being by me duly sworn, did say that he is  
authorized by the Executive Vice President & Chief Technical Officer of  
Cellco Partnership, d/b/a Verizon Wireless, to execute the forgoing  
instrument and that said instrument was signed on behalf of said  
partnership and said David R. Heverling acknowledged said instrument to  
be his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and  
affixed my official seal at my office in said county and state of the day and  
year last above written.

\_\_\_\_\_  
Notary Public  
Print name:  
My Commission expires:



434 MT. PLEASANT ST.  
PROVIDENCE, RI

PLAN VIEW

LEASE EXHIBIT  
3/29/05

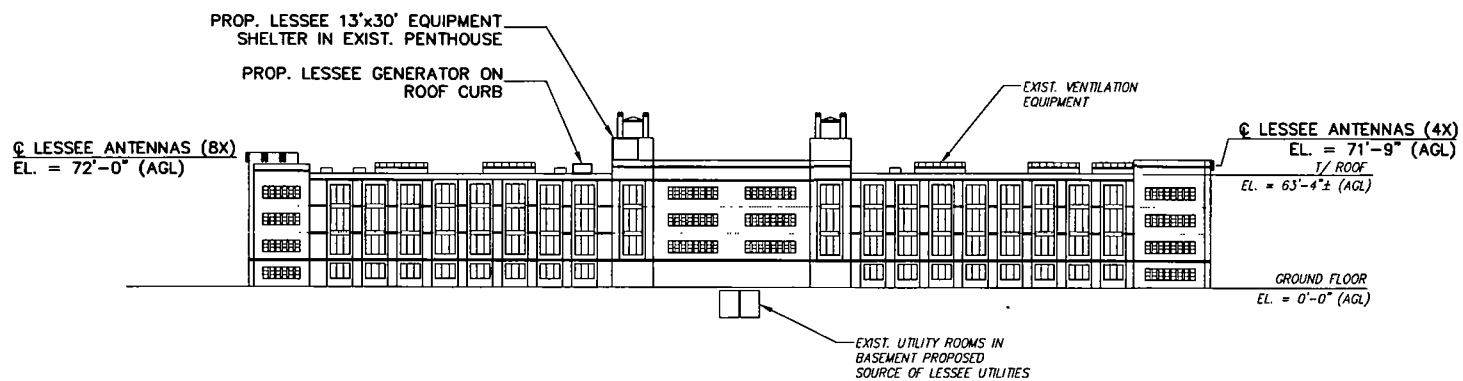
1 OF 2

434 MT. PLEASANT ST.  
PROVIDENCE, RI

ELEVATION

LEASE EXHIBIT  
03/31/05

2 OF 2



**EAST ELEVATION**  
SCALE: 1" = 100'-0"