



RECEIVED

JAN 31 2005  
CITY OF SUNSET HILLS

Certified Mail, Return Receipt Requested  
Tracking Number # 3150 0004 8178 5948

January 4, 2005

City of Sunset Hills  
Attn: City Clerk  
3939 S. Lindbergh Blvd.  
Sunset Hills MO 63127

*Jan 11 2005*

Subject: Fully Executed Lease for Site: 2080 EDDIE & PARK

Dear Lessor:

The Lease Agreement between you and Southwestern Bell Wireless, LLC d/b/a Cingular Wireless has been fully executed. One fully executed copy is attached for your files. Future correspondence will be sent to the above address unless you notify me otherwise.

Within the next twenty (20) days you will receive a check in the amount of \$1,000.00 for the reimbursement of attorney fees referenced in the agreement. Your lease has not yet commenced. When it is commenced you will receive a letter notifying you of the official commencement date and providing you with information about any rent payments you should receive.

If you have any questions or concerns, please contact this department on our toll free number, 1 (877) 231-5447. You will need to select option 1 to proceed in English followed by option 3 for the Midwest and Central Region and then option 2 for the Kansas/Missouri market. Please reference on all communications the site name as found on the subject line of this letter to expedite processing of your request.

Sincerely,

Julie Gwinn Anderson  
Real Estate Manager  
Cingular Wireless

Enclosures (1)

Cc: Cingular Wireless Project Manager  
File

Exhibit "A"

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT ("Lease") is made this 9th day of November, 2004 by and between City of Sunset Hills, a Municipal Corporation ("Lessor") and Southwestern Bell Wireless, LLC d/b/a Cingular Wireless as general partner of Eastern Missouri Cellular Limited Partnership ("Lessee").

**I. LEASE AGREEMENT**

1. Premises. Lessor is the owner of certain real property located at 3939 S. Lindbergh Blvd. in the City of Sunset Hills, State of Missouri, as more particularly described in Exhibit "A" annexed hereto (the "Parent Parcel"). For good and valuable consideration and the mutual promises herein set forth, Lessor hereby leases to Lessee and its assigns, a certain portion or portions of the Parent Parcel (the "Property"), together with easements for ingress, egress and utilities for the duration of this Agreement (collectively, the "Easements"). The Property together with the Easements are collectively the "Premises" and are more particularly described and/or depicted on Exhibit "B" attached hereto. Lessor agrees and acknowledges that Lessee may at Lessee's sole cost and expense have a metes and bounds survey prepared of the Premises and that the legal description of the Premises as shown on the survey shall thereafter become the legal description of the Premises.

2. The "Commencement Date" shall be the date upon which Lessee notifies Lessor that Lessee has received the last of the necessary environmental studies and reports and local, state and federal approvals, licenses and permits so as to permit construction (such approvals, licenses and permits hereinafter collectively called the "Approvals") and is prepared to commence construction, provided that Lessee may notify Lessor of its intention to terminate this Lease before the Commencement Date.

3. Lessor's Representations and Warranties. As an inducement for Lessee to enter into and be bound by the terms of this Lease, Lessor represents and warrants to Lessee and Lessee's successors and assigns that:

(a) Lessor has good and marketable title to the Premises free and clear of all liens and encumbrances other than those liens and encumbrances shown on Exhibit "C" attached hereto. Lessee may at Lessee's sole cost and expense procure an abstract of title or a title insurance commitment to issue a policy of title insurance on the Premises. In the event that Lessee objects to any defect or cloud on title to the Premises, Lessee may declare this Lease to be void and of no further force or effect whereupon this Lease shall become null and void and there shall be no further liability on the part of Lessee to Lessor; and

(b) Lessor has the authority to enter into and be bound by the terms of this Lease; and

(c) There are no pending or threatened administrative actions including bankruptcy or insolvency proceedings under state or federal law, suits, claims or causes of action against Lessor or which may otherwise affect the Premises; and

(d) The Premises are not presently subject to an option, lease or other contract which may adversely affect Lessor's ability to fulfill its obligations under this Lease and Lessor covenants that it shall not grant an option or enter into any contract which will adversely affect the Premises until this Lease expires or is terminated.

These representations and warranties of Lessor shall survive the termination or expiration of the term of this Lease.

4. Inspections and Investigations. Lessor hereby grants to Lessee, its officers, agents, employees and independent contractors the right and privilege to enter upon the Premises at any time after the date of this Lease to perform or cause to be performed test borings of the soil, environmental audits, engineering studies and to conduct a survey of the Premises. Lessor shall provide Lessee with any necessary keys or access codes to the Property if needed for ingress and egress, and Lessee agrees that it shall not unreasonably interfere with Lessor's use of the Property in conducting these activities.

5. Further Acts. Lessor shall cooperate with Lessee in executing any documents necessary to protect Lessee's rights under this Lease or Lessee's use of the Premises and Lessor agrees to take such action as Lessee may reasonably require to effect the intent of this Lease. Lessor hereby irrevocably appoints Lessee or Lessee's agent as Lessor's agent to file applications on behalf of Lessor with federal, state and local governmental authorities which applications relate to Lessee's intended use of the Premises including but not limited to land use and zoning applications.

6. Use. The Premises may be used by Lessee for the transmission and receipt of wireless communication signals in any and all frequencies and the construction, maintenance, and operation of towers, antennas, or buildings, and related facilities and activities ("Intended Use"). Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits required for Lessee's use of the Premises (the "Governmental Approvals"). Lessee may construct additional improvements, demolish and reconstruct improvements, or restore replace and reconfigure improvements at any time during the Initial Term or any Renewal Term of this Lease. Subject to Section 12 below, Lessee, at Lessor's request, shall allow governmental or quasi-governmental entities other than Lessor that provide services for the health, safety and welfare of the citizens of the City of Sunset Hills to place equipment on the tower at a location mutually agreed to between the entity and Lessee, provided that Lessee is not obligated to increase the capacity of the tower or move its equipment or the equipment of any other user of the tower to accommodate the entities equipment, and further provided that the entity is not providing communications service on a commercial basis. Any third party described above that seeks to use the tower will execute a lease, license or other user agreement as provided by Lessee, but shall not be charged a fee for such use except for out-of-pocket costs incurred by Lessee, which will be communicated to the entity before being incurred.

7. Initial Term. The term of this Lease shall be five (5) years commencing on the Commencement Date and terminating on the fifth anniversary of the Commencement Date ("Initial Term").

8. Renewal Terms. Lessee shall have the right to extend this Lease for four (4) additional five (5) year terms ("Renewal Terms"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease except that Rent shall increase as provided in Paragraph 9(c). This Lease shall be automatically renewed for each successive Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Lease at least thirty (30) days prior to the expiration of the Initial Term or the Renewal Term which is then in effect.

\* 9. Consideration.

(a) During the Initial Term, Lessee shall pay Lessor the sum of Fourteen Thousand, Four Hundred and 00/100 Dollars (\$14,400.00) per annum to be paid in equal monthly installments of One Thousand, Two Hundred and 00/100 Dollars (\$1,200.00) as rental ("Rent"). In addition, Lessee shall

pay Lessor up to One Thousand Dollars (\$1,000.00) as reimbursement for attorney fees paid by Lessor. Rent shall be payable on the first day of each month in advance to Lessor at Lessor's address as specified in Paragraph 22 below. Notwithstanding, Lessee may reduce the amount of any rental payment by the amount of the antenna license fee imposed upon Cingular.

(b) If this Lease is terminated at a time other than on the anniversary of the Commencement Date, Rent shall be prorated as of the date of termination ("Termination Date"), and in the event of termination for any reason other than nonpayment of Rent, all Rents paid in advance of the Termination Date for that period after the Termination Date shall be refunded to Lessee;

(c) In the event that Lessee elects to renew this Lease as provided in Paragraph 8, Rent during each Renewal Term shall increase by ten percent (10%) over the Rent payable during the immediately preceding term; and

(d) In the event, Lessee licenses or subleases to a third party, in accordance with Paragraph 15 below, Lessee agrees to pay Lessor an additional \$500.00 per month for each additional licensee or sub-lessee using the tower.

10. Lessor's Representations and Warranties. Lessor represents and warrants that (i) Lessee's Intended Use of the Premises as a site for the transmission and receipt of wireless communication signals; for the construction and maintenance of towers, antennas or buildings; and related facilities is not prohibited by any covenants, restrictions, reciprocal easements, servitude's, subdivision rules or regulations; (ii) there are no easements, licenses, rights of use or other encumbrances on the Premises which will interfere with or constructively prohibit Lessee's Intended Use of the Premises; and (iii) Lessor further represents and warrants that the execution of this Lease by Lessor will not cause a breach or an event of default of any other agreement to which Lessor is a party.

11. Conditions Subsequent. In the event that Lessee's Intended Use of the Premises is actually or constructively prohibited through no fault of Lessee then, without limiting any other remedy in law or equity, Lessee shall have the option to terminate this Lease and Lessee shall be entitled to a refund from Lessor of Rent paid in advance to Lessor which sums were paid prior to the date upon which Lessee gives Lessor notice of its intent to terminate this Lease pursuant to this paragraph.

12. Interference. Lessor shall not use, nor shall Lessor permit its tenants, lessees, licensees, invitees or agents to use any portion of the Parent Parcel and/or adjacent real property owned by Lessor (if any) in any way that interferes with Lessee's Intended Use of the Premises. Such interference shall be deemed a material breach of this Lease by Lessor and Lessor shall have the responsibility to terminate said interference. In the event any such interference does not cease or is not promptly rectified, Lessor acknowledges that continuing interference will cause irreparable injury to Lessee, and Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon notice to Lessor.

13. Improvements; Utilities; Access.

(a) Lessee shall have the right, at Lessee's sole cost and expense, to erect and maintain on the Premises, improvements, personal property and facilities, including without limitation, towers, structural tower base(s), radio transmitting and receiving antennas, communications equipment, equipment cabinet(s) and/or shelter(s) and related facilities (collectively the "Tower Facilities"). The Tower Facilities shall remain the exclusive property of the Lessee throughout the term and upon termination of this Lease. Lessee shall remove all of the aboveground portions of the Tower Facilities following any termination of this Lease. Lessor grants Lessee the right to clear all trees, undergrowth, or

other obstructions and to trim, cut, and keep trimmed and cut all tree limbs which may interfere with or fall upon the Tower Facilities or Premises. Lessor grants Lessee a non-exclusive easement in, over, across and through other real property owned by Lessor as reasonably required for construction, installation, maintenance, and operation of the Tower Facilities. In the event that the tower to be constructed by Lessee on the Premises is a guyed tower, Lessor also grants Lessee an easement in, over, across and through Lessor's real property during the Initial Term and any Renewal Term of this Lease for the installation and maintenance of and reasonable access to the guy wires and guy wire anchors.

(b) Lessee shall have the right to install utilities, at Lessee's expense, and to improve present utilities on the Premises (including but not limited to the installation of emergency power generators). Lessee shall have the right to permanently place utilities on (or to bring utilities across or under) the Premises and the Tower Facilities. In the event that utilities necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sublessee(s) cannot be located within the Premises, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of utilities on the Parent Parcel or other real property owned by Lessor without requiring additional compensation from Lessee or Lessee's licensee(s) or sublessee(s). Lessor shall, upon Lessee's request, execute a separate written easement to the utility company providing the service for Lessee in a form which may be filed of record evidencing this right.

(c) Lessor represents and warrants to Lessee that Lessee shall at all times during this Lease enjoy ingress, egress, and access from the Premises to an open and improved public road which presently exists and which shall be adequate to service the Premises and the Tower Facilities. If no such public road exists or ceases to exist in the future, Lessor will grant an appropriate easement to Lessee, Lessee's sublessee's and assigns so that Lessee may, at its own expense, construct a suitable private access drive to the Premises and the Tower Facilities. To the degree such access is across other property owned by Lessor, Lessor shall execute an easement evidencing this right and Lessor shall maintain access to the Easement in a free and open condition so that no interference is caused to Lessee by other lessees, licensees, invitees or agents of the Lessor which may utilize the Easement.

14. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability upon written notice as follows:

(a) By the non-defaulting party upon a default of any covenant or term hereof by the defaulting party which default is not cured within sixty (60) days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); provided, that if the defaulting party commences efforts to cure the default within such period the non-defaulting party shall no longer be entitled to declare a default;

(b) Upon thirty (30) days' written notice by Lessee to Lessor if Lessee is unable to obtain or maintain through no fault of Lessee any license, permit or other Governmental Approval necessary to the construction and operation of the Tower Facilities or Lessee's business; or

(c) By Lessee for any reason upon twelve (12) months written notice from Lessee to Lessor. In addition, Lessee shall pay Lessor rent during that twelve (12) month period.

15. Subleases. Lessee at its sole discretion shall have the right, without the consent of Lessor, to license or sublease all or a portion of the Premises and the Tower Facilities to others whose business includes the provision of wireless communication services. Lessee's licensee(s) and sublessee(s) shall be entitled to modify the Tower and to erect additional improvements on the Premises including but not limited to antennas, dishes, cabling, additional storage buildings or equipment shelters as are reasonably required for the operation and maintenance of the communications equipment to be installed

on the Premises by said licensee(s) and sublessee(s). Lessee's licensee(s) and sublessee(s) shall be entitled to all rights of ingress and egress to the Premises and the right to install utilities on the Premises as if said licensee or sublessee were the Lessee under this Lease.

16. Taxes. Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Tower Facilities. Lessor shall pay when due all real property taxes and all other fees and assessments attributable to the Premises. Lessee shall pay as additional Rent any increase in real property taxes levied against Premises which are directly attributable to Lessee's use of the Premises (but not, however, taxes attributable to periods prior to the Commencement Date such as roll-back or greenbelt assessments) if Lessor furnishes proof of such increase to Lessee. In the event that Lessor fails to pay when due any taxes affecting the Premises or the Easement, Lessee shall have the right but not the obligation to pay such taxes and deduct the full amount of the taxes paid by Lessee on Lessor's behalf from future installments of Rent.

17. Damage or Destruction. If the Premises or the Tower Facilities are destroyed or damaged so as to hinder the effective use of the Tower Facilities in Lessee's judgment, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying the Lessor. In such event, all rights and obligations of Lessee to Lessor shall cease as of the date of the damage or destruction and Lessee shall be entitled to the reimbursement of any Rent prepaid by Lessee.

18. Condemnation. If a condemning authority takes all of the Property or the Premises, or a portion of the Premises which is sufficient in Lessee's sole determination, to render the Premises unsuitable for the use which Lessee was then making of the Premises, this Lease shall terminate as of the date the title vests in the condemning authority. Lessor and Lessee shall share in the condemnation proceeds in proportion to the values of their respective interests in the Premises (which for Lessee shall include, where applicable, the value of its Tower Facilities, moving expenses, prepaid rent and business dislocation expenses). A sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of eminent domain power shall be treated as a taking by condemnation for the purposes of this paragraph.

19. Environmental Compliance. Lessor represents, warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any contaminants, oils, asbestos, PCB's, hazardous substances or wastes as defined by federal, state or local environmental laws, regulations or administrative orders or other materials the removal of which is required or the maintenance of which is prohibited, regulated or penalized by any federal, state or local government authority ("Hazardous Materials") on, under, about or within the Parent Parcel in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Materials on, under, about or within the Parent Parcel in violation of any law or regulation. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. This Lease shall, in addition to any other right or remedy available hereunder or at law or equity, at the option of Lessee terminate and be of no further force or effect if Hazardous Materials are discovered to exist on the Parent Parcel through no fault of Lessee after Lessee takes possession of the Premises and Lessee shall be entitled to a refund of all the consideration paid in advance to Lessor under this Lease.

20. Indemnification.

(a) General. Lessor shall exonerate, hold harmless, indemnify, and defend Lessee from any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of (i) any injury to or death of any

person; or (ii) any damage to property, if such injury, death or damage arises out of or is attributable to or results from the acts or omissions of Lessor, or Lessor's principals, employees, agents or independent contractors. Lessee shall exonerate, hold harmless, indemnify, and defend Lessor from any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of (i) any injury to or death of any person; or (ii) any damage to property, if such injury, death or damage arises out of or is attributable to or results from the acts or omissions of Lessee, or Lessee's employees, agents or independent contractors.

(b) **Environmental Matters.** Lessor, its heirs, grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Lessee from and against any and all environmental damages arising from the presence of Hazardous Materials upon, about or beneath the Parent Parcel or migrating to or from the Parent Parcel or arising in any manner whatsoever out of the violation of any environmental requirements pertaining to the Parent Parcel and any activities thereon, which conditions exist or existed prior to or at the time of the execution of this Lease or which may occur at any time in the future through no fault of Lessee. Lessee, its heirs, grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Lessor from and against environmental damages caused by the presence of Hazardous Materials on the Premises arising solely as the result of Lessee's activities after the execution of this Lease. Notwithstanding the obligation of Lessor to indemnify Lessee pursuant to this Lease, Lessor shall, upon demand of Lessee, and at Lessor's sole cost and expense, promptly take all actions to remediate the Parent Parcel which are required by any federal, state or local governmental agency or political subdivision or which are reasonably necessary to mitigate environmental damages or to allow full economic use of the Premises, which remediation is necessitated from the presence upon, about or beneath the Property of a Hazardous Material. Such actions shall include but not be limited to the investigation of the environmental condition of the Property, the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring or actions necessary to restore the Property to the condition existing prior to the introduction of Hazardous Material upon, about or beneath the Property notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies.

(c) The provisions of this Section shall survive the expiration or termination of this Lease.

21. **Right of First Refusal.** During the Initial Term and any Renewal Terms of this Lease, Lessor shall, prior to selling the Premises or any real property of which the Premises is a part, notify Lessee in writing of the sale price and terms offered by a third party, together with a copy of the third party's offer. Lessee shall have the right of first refusal to purchase the real property being sold by Lessor on the same terms and conditions. Lessee shall give Lessor notice of its intention to purchase the same within thirty (30) days of receipt of Lessor's notice. If Lessee gives no such notice of its intention to purchase the real property, Lessor may sell the real property to the third party on the stated terms and price, as long as such sale is made subject to the terms of this Lease. Notwithstanding the foregoing, Lessee shall not have a right of first refusal to purchase the Premises and the Easement in those instances in which Lessor is an individual and Lessor proposes to convey the real property to another member of Lessor's family; however, the Premises shall be conveyed subject to this Lease.

22. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or via a nationally recognized overnight delivery service to the following addresses or to such other addresses as may be specified in writing at any time during the term of this Lease:

If to Lessor, to:

Name: City of Sunset Hills  
Attn: City Clerk  
Address: 3939 S. Lindbergh Blvd.  
Sunset Hills, MO 63127  
Phone: (314) 849-3400  
Fax: (314) 849-8110  
Federal I.D. or Social Security No.: 43-6014313

If to Lessee, to:

Name: Southwestern Bell Wireless, LLC d/b/a Cingular Wireless  
Address: 17330 Preston Road, Suite 100A  
Dallas, TX 75252  
  
Attention: Legal Department

With a copy to:

Name: Cingular Wireless  
Address: 13075 Manchester Road, Suite 100N  
St. Louis, MO 63131  
Attention: Real Estate Department

23. Title and Quiet Enjoyment. Lessor warrants and represents that (i) it has the full right, power, and authority to execute this Lease; (ii) it has good and marketable fee simple title to the Premises free and clear of any liens and encumbrances or mortgages; and (iii) the Premises constitutes a legal lot that may be leased without the need for any subdivision or platting approval. Lessor covenants that Lessee shall have the quiet enjoyment of the Premises during the term of this Lease. Lessor shall indemnify Lessee from and against any loss, cost, expense or damage including attorneys fees associated with a breach of the foregoing covenant of quiet enjoyment. In the event that Lessor fails to keep the Premises free and clear of any liens and encumbrances, Lessee shall have the right but not the obligation to satisfy such lien or encumbrance and deduct the full amount paid by Lessee on Lessor's behalf from future installments of Rent.

24. Assignment. Any sublease, license or assignment of this Lease that is entered into by Lessor or Lessee shall be subject to the provisions of this Lease. Lessee may assign this Lease without the consent of Lessor. Additionally, Lessee may mortgage or grant a security interest in this Lease and the Tower Facilities, and may assign this Lease and the Tower Facilities to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Secured Parties"). If requested, Lessor shall execute such consent to leasehold financing as may reasonably be required by Secured Parties. Lessor agrees to notify Lessee and Lessee's Secured Parties simultaneously of any default by Lessee and to give Secured Parties the same right to cure any default as Lessee except that the cure period for any Secured Party shall not be less than ten (10) days after the receipt of the default notice. If a termination, disaffirmance or rejection of the Lease pursuant to any laws (including any bankruptcy or insolvency laws) by Lessee shall occur, or if Lessor shall terminate this Lease for any reason, Lessor will give to the Secured Parties prompt notice thereof and Lessor will give



the Secured Parties the right to enter upon the Premises during a thirty (30)-day period commencing upon the Secured Party's receipt of such notice for the purpose of removing any Tower Facilities. Lessor acknowledges that the Secured Parties shall be third-party beneficiaries of this Lease.

25. Successors and Assigns. This Lease shall run with the Premises and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

26. Waiver of Lessor's Lien. Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Tower Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

27. Waiver of Incidental and Consequential Damages. Lessor will not assert any claim whatsoever against Lessee for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Lessor as a result of the construction, maintenance, operation or use of the Premises by Lessee or its agents, licensees' or sublessees'.

28. Miscellaneous.

(a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of Lessor and Lessee with respect to the subject matter of this Lease, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Lease must be in writing and executed by Lessor and Lessee.

(d) If either Lessor or Lessee is represented by a real estate broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other party harmless from any claims for commission by such broker.

(e) Lessor agrees to cooperate with Lessee in executing any documents necessary to protect Lessee's rights under this Lease or Lessee's use of the Premises, including but not limited to affidavits relating to title curative measures and subordination and non disturbance agreements and to take any further action which Lessee may reasonably require as to effect the intent of this Lease.

(f) This Lease shall be construed in accordance with the laws of the state in which the Premises is situated.

(g) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

(h) Simultaneous with the execution of this Lease, Lessor shall execute and deliver to Lessee a Memorandum of Lease, which Lessee may file of record in the property records in the county in which the Premises are located, which sets forth the names and addresses of Lessor and Lessee, the legal description of the Parent Parcel and the Premises, the duration of the Initial Term and the quantity and duration of the Renewal Terms.

(i) In the event the Premises is encumbered by a mortgage or deed of trust, Lessor agrees to obtain and furnish, within thirty (30) days written request by Lessee, a non-disturbance agreement to the effect that Lessee and Lessee's sublessees or licensees will not be disturbed in the occupancy of the Premises by any foreclosure; provided that the rights and interests of Lessee under this Lease shall be subject and subordinate to such mortgage or deed of trust.

(j) Lessee may obtain title insurance on its interest in the Premises and Easement, and Lessor shall cooperate by executing documentation required by the title insurance company.

(k) Lessor hereby irrevocably appoints Lessee or Lessee's agent as Lessor's agent to file applications on behalf of Lessor with federal, state and local governmental authorities which applications relate to Lessee's intended use of the Premises including but not limited to land use and zoning applications.

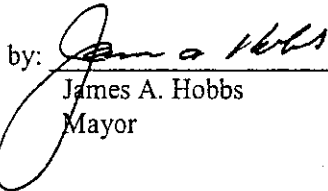
(l) This Lease may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by the each of the parties, it being understood that all parties need not sign the same counterpart.

(m) Lessor will not, during the term of this Lease together with any extensions thereof, enter into any other lease, license, or other agreement for a similar purpose as set forth herein, on or adjacent to the Property.

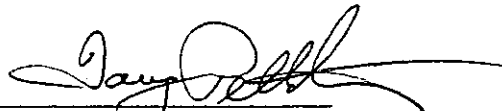
(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, Lessor and Lessee have executed this Ground Lease Agreement as of the date first written above.

**LESSOR:** City of Sunset Hills, a Municipal Corporation

by:   
James A. Hobbs  
Mayor

**LESSEE:** Southwestern Bell Wireless, LLC  
d/b/a Cingular Wireless as general partner of the  
Eastern Missouri Cellular Limited Partnership

by:   
Doug Pelletier  
Real Estate & Construction – MO/KS

NOTARY ACKNOWLEDGMENT FOR LESSOR:

STATE OF Missouri

COUNTY OF Jefferson

I, a Notary Public of the County and State aforesaid, certify that James A. Hobbs, Mayor of the City of Sunset Hills, a Municipal Corporation, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his official capacity, and that by his signature on the instrument, the entity upon behalf of which the person acted, executed the instrument before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 19<sup>th</sup> day of November, 2004.



Patricia Moore  
Notary Public  
My commission expires: 10-21-2006

NOTARY ATTESTATION FOR LESSEE:

STATE OF Missouri

COUNTY OF St Charles

Before me, Kathleen Graf the undersigned, a Notary Public for the State, personally appeared Doug Pelletier, who is the Real Estate & Construction Manager - MO/KS of Southwestern Bell Wireless, LLC d/b/a Cingular Wireless as general partner of Eastern Missouri Cellular Limited Partnership; is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal, this 30 day of November, 2004.

Signature Kathleen Graf

My commission expires: 12/21/04



**EXHIBIT "A"**

**DESCRIPTION OF  
PARENT PARCEL**

The Parent Parcel is described and/or depicted as follows:

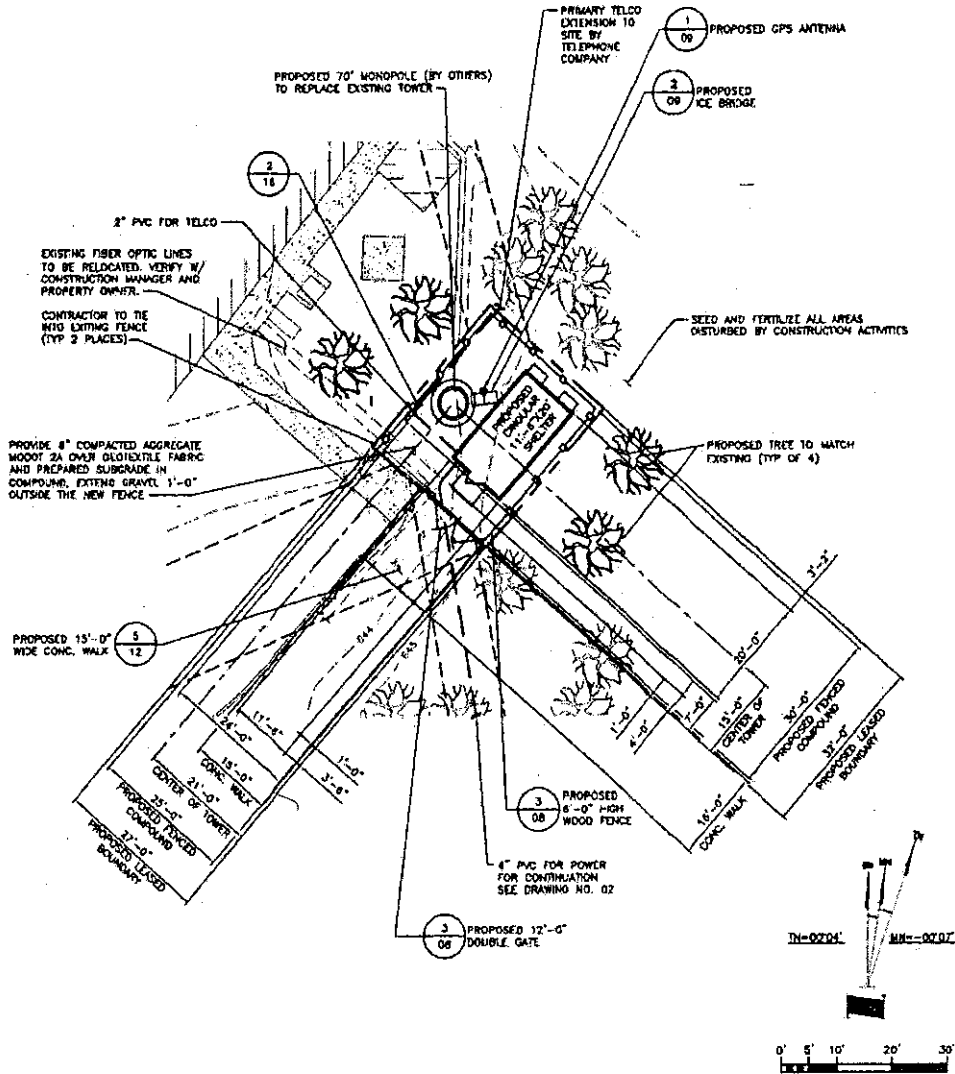
**Lot 3 of Sunset Park, according to the plat thereof recorded in Plat Book 161 page 12 of the St. Louis County Records.**

## EXHIBIT "B"

### DESCRIPTION OR DEPICTION OF PREMISES

An approximately 20' x 30' tract of land, together with easements for ingress, egress and utilities described or depicted as follows:

**NOTE:**  
NO MORE THAN A 6" GAP SHALL EXIST BETWEEN EQUIPMENT SHELTER AND TOWER WHEN INSTALLING THE ICE BRIDGE.



**Notes:**

1. This Exhibit will be replaced by a land survey of the Premises once it is received by Lessee.
2. Width and locality of access road shall be the width required by the applicable governmental authorities and utility providers, including police and fire departments.

**EXHIBIT "C"**

**LIENS AND ENCUMBRANCES**

**Easement to Laclede Gas Company recorded Book 6036 Page 427.**

**Easement to Metropolitan St. Louis recorded in Book 11318 Page 2533.**

**Easement granted to the City of Sunset Hills recorded in Book 5747 Page 132.**

**Agreement with the Metropolitan St. Louis Sewer District for the construction and maintenance of the subdivision retention basin, drainage facilities and sewer lines recorded in Book 11318 Page 2536.**