

LEASE AGREEMENT TOWER SITE AT 88th & LISBON

This Agreement ("Lease" or "Agreement"), made this 18 day of December, 2000, between the CITY OF MILWAUKEE, a Wisconsin municipal corporation, hereinafter referred to as "Lessor", and Voicestream PCS II Corporation, a Delaware corporation, hereinafter referred to as "Lessee."

RECITALS

A. Lessor is the owner of the property at 8814 West Lisbon Avenue, Tax Key No. 262-0195-100-2 in the City of Milwaukee, County of Milwaukee, State of Wisconsin, as legally described on Exhibit "A" attached hereto and incorporated herein ("Property"), which Property includes an existing 204 foot lattice tower.

B. Lessee desires to lease certain space on the Property, hereinafter referred to as "the Leased Space" and as described on Exhibit "B" and its subparts attached hereto and incorporated herein, and requires certain non-exclusive easement rights of access, as shown on Exhibit B, for the term of this Lease, for: (1) utility lines and cables; and (2) vehicular ingress and egress across and over Lessor's Property for access to the Leased Space. Lessee's equipment, including shelter, antennas and appurtenances as described on Exhibit "C" attached hereto and incorporated herein ("Equipment") and certain temporary construction rights of entry to the Property for new tower construction and existing tower demolition as also shown on Exhibit B.

C. Lessor is willing to rent to Lessee the Leased Space and those certain non-exclusive easement rights of access and temporary construction rights of entry as shown on Exhibit B for the term of this Lease, under the following terms and conditions.

AGREEMENT

1. Term. This Agreement shall be for a term of twelve, (12) years ("Initial Term"), commencing upon commencement of construction or 12/18/00, whichever occurs earlier.

a. The term may be adjusted by mutual agreement of the parties based upon the actual costs for the work, but in no cases shall the term extend beyond fifteen years from June 1, 2001.

2. Option to Extend. Lessee shall have the option to extend the term of this Lease for two (2) additional periods of five (5) years (each additional five year period being an "Option Term"), upon written notice to Lessor of Lessee's intention to exercise its option, at least one hundred and twenty (120) days before the expiration of the Initial Term, or each succeeding Option Term.

At least ninety (90) days before the expiration of the Initial Term and each Option Term

thereafter, Lessor and Lessee shall in good faith commence negotiations toward extending the term of the Lease for an additional Option Term of five (5) years, including renegotiations of the rental amount. If, at the end of the Initial Term and each Option Term thereafter, Lessor and Lessee have not executed an amendment to this Lease modifying the Term herein described, this Lease shall be deemed to have been extended by the parties for an additional Option Term at current rental amounts increased by five percent (5%) annually, unless either Lessee or Lessor notifies the other in writing at least sixty (60) days before the expiration of such Option Term, that it chooses to terminate this Lease rather than have it extended.

3. Termination by Lessor for Special Purpose. If, during the ninth (9th) year of this lease or during any year Option Term thereafter, the Common Council of the City of Milwaukee determines that the Leased Space is needed for a special purpose by Lessor or any of its bureaus or departments ("Special Purpose"), this Lease, and any extension thereof, shall be subject to cancellation by Lessor upon one (1) years' prior written notice to Lessee. During such one-year period, Lessee shall be entitled to remove from the Leased Space all of Lessee's Equipment. This Termination by Lessor for Special Purpose may not be exercised until the ninth (9th) year of this Lease. In addition, Lessor shall be responsible to pay Lessee for the remaining unamortized costs of the new tower construction as determined under the following procedure, and accordance with the amortization schedule attached as Exhibit E. Actual construction costs of the items below shall be calculated and added to this Agreement within sixty (60) days of construction completion.

Construction/Installation	Estimated Cost	Percent included in cost recovery	Estimated Recovery by Voicestream through Rent Abatement
Old tower removal and disposal	\$ 30,000.00	100%	\$ 30,000.00
assumes that no lead abatement measures need be taken			
foundation demolished to existing grade			
Purchase and installation of new monopole	\$ 115,000.00	100%	\$ 115,000.00
this figure could vary widely, depending on soil conditions, loading, etc.			
Purchase and installation of City of Milwaukee antennas and lines	\$ 35,000.00	100%	\$ 35,000.00
assumes 12 antennas and lines, standard grounding, etc			
does not include routing of temporary coax to radio equipment			
Coax route from tower to building for City of Milwaukee, Voicestream, and a carrier to be named later	\$ 35,000.00	50%	\$ 17,500.00
assumes that there are no additional costs arising from the deep well or other environmental factors			
dependent on route taken, transition at tower and building, etc			

Site work/Administration	\$ 15,000.00	75%	\$ 11,250.00
includes asphalt, fencing, bollards, temporary lighting of tower, site security, administration, etc.			
Total Estimated Cost=	\$ 230,000.00	Cost estimate for Rent Abatement=	\$ 208,750.00

4. Rent In lieu of rent for the Initial Term, Lessee shall construct a new antenna tower and antenna systems for Lessor, transfer title to the new antenna tower and antennas to Lessor and remove the existing tower all in accordance with Section 7 below. The Annual Rent due and payable to Lessor during the succeeding Option Terms shall be abated for the number of years required for Lessee to recover the cost of construction and installation of the Equipment being itemized and detailed in section 3 of this Lease. Renegotiation of rent shall be in accordance with Section 2 above, beginning the first succeeding Option Term after such costs have been recovered by Lessee.

5. Easements. As partial consideration for Rent paid under this Lease, Lessor hereby grants Tenant an easement in, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Exhibit B) to the Premises adequate to install and maintain utilities, which include, but are not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease or any Option Term. The easement provided hereunder shall have the same term as this Lease.

6. Use. Lessee shall use the Leased Space for the purpose of constructing new antenna tower, the transmission and reception of radio communications signals and installing, maintaining, repairing, removing or replacing and operating the Equipment. Copies of Lessee's FCC filing papers and any issued licenses must be provided to Lessor. Lessee shall not use the Leased Space for the provision of "cable service" or as a "cable television system" as those terms are defined in state and federal law nor shall Lessee use the Leased Space as a "cable communications system" as defined in sec. 99-3-5, Milwaukee Code of Ordinances.

7. New Tower Construction, Antenna Installation, and Existing Tower Demolition.

a. Lessee is granted permission to construct and install a new 200 foot, monopole tower on the Property ("New Tower"), Equipment, and antenna systems for Lessor use (identified in Exhibit D and hereafter, "Lessor Antenna System"), all at its cost, in the Leased Space in accordance with plans and specifications approved by the Lessor. Such plans and specifications shall be submitted for review and approval by the Lessor at least 30 days prior to the start of construction. The Lessor shall not unreasonably withhold or delay such approval. Upon completion of construction of New Tower as evidenced by an engineer's certificate providing compliance with all applicable laws and regulations and plans and specifications, installation and commissioning of Lessor Antenna System, and acceptance of such by the Lessor, New Tower and Lessor Antenna System shall be conveyed to Lessor by Bill of Sale free and clear of all liens and encumbrances and Lessor shall be provided with a set of plans as constructed and all contractors and manufacturers warranties or guarantees, if any, shall be transferred to the Lessor.

b. After New Tower is commissioned and operational (including Lessor Antenna System), Lessee shall demolish and remove and dispose of in Lessor's name the existing 218 foot, lattice radio transmission tower from the Leased Space at Lessee's sole cost and expense. Lessee shall obtain, in Lessor's name at Lessee's expense, all permits required for such demolition and disposal and shall be responsible for the safe removal of such tower. Existing tower is known to contain lead-based paint or other hazardous material, and Lessee is responsible for complying with all public health and safety and worker protection requirements in its removal or disposition. Any damage to the Leased Space or the Property during such removal shall be immediately restored, repaired, or replaced by Lessee at its expense.

c. The Equipment shall be specified and provided by Lessee along with plans and specifications for their installation. Said plans and specifications are subject to Lessor's approval, such approval not to be unreasonably withheld, delayed or conditioned, and are attached as Exhibit C to this Lease Agreement. These items shall be installed by Lessee at Lessee's cost. Subsequent maintenance and replacement of Equipment shall be the responsibility and at the discretion of Lessee. All improvements shall be installed according to the plans approved by Lessor. Lessee shall follow EIA and NEC guidelines in regards to antenna system grounding.

d. This Agreement shall not be construed so as to preclude additions, deletions, or modifications by Lessor to Lessor's own facilities at this location or to Lessor's ability to lease space on the New Tower to other lessees. Lessor agrees, however, not to make or allow to be made during the Term of this Agreement, any such additions, deletions, or modifications to its own facilities at this location, other than the New Tower and Lessor Antenna System identified in Exhibit D, which would interfere with Lessee's intended use. Likewise, no such additions, deletions, or modifications to Lessee's facilities at this location shall be made which, within Lessor's reasonable discretion, would interfere with Lessor's use of its facilities at this location.

e. Lessee shall bear all responsibility and expense of obtaining all necessary permits and licenses from the Federal Communications Commission ("FCC") for Lessee's use of the New Tower and shall be fully responsible for installing and operating its antenna and equipment in compliance with Federal Communications Commission rules and regulations. Lessee shall provide Lessor with a copy of its Radio Station Authorization received from the FCC. Any radio interference to other radio systems operating on Lessor's Property, within 30 days of commencement of Lessee's operations, caused by Equipment of Lessee shall be corrected immediately by Lessee, at Lessee's expense. Lessor shall notify Lessee if such interference affects Lessor's critical public service communications, and Lessee agrees to correct the problem immediately, or to temporarily cease operation until the problem is corrected. Failure to immediately correct the problem, or to temporarily cease operation for interference with Lessor's critical public service communications systems shall, at the option of Lessor, constitute grounds for Lease termination.

It is understood and agreed by Lessee that Lessor may lease portions of the New Tower to other tenants and that Lessee may not sublease any of the Leased Space. Lessor shall not knowingly permit another New Tower user to cause interference to Lessee's Equipment.

f. Lessor will be responsible for necessary repair and maintenance of the Property and the New Tower after commissioning. Lessee shall have the right to replace or upgrade its Equipment at any time during the term of the Lease without receiving prior approval from the Lessor provided that Lessee's replacement or upgrade does not violate any other provision of this Lease.

g. Lessee will be responsible for installation and payment of all utilities required by its use of the Leased Space. Lessee shall pay any real estate taxes and personal property taxes levied against Leased Space and the Equipment constructed or installed thereon by Lessee, if any.

h. Lessee and its authorized representatives shall have a right to ingress and egress to and from the Leased Space for the purposes set forth herein twenty-four (24) hours per day, seven days per week. Lessee will notify the proper agents or authorities informing Lessor of their intentions and actions.

i. Lessor must be supplied with the name, title, telephone number and pager number of current technical representatives of Lessee, to which radio-related issues will be referred. At all times, these persons must have the authority to resolve radio interference issues.

8. Termination.

a. By Lessee: It is understood and agreed that Lessee's ability to use the Leased Space is contingent upon its obtaining and maintaining, after the execution of this Agreement, all the certificates, permits, and other approvals that may be required by any federal, state, or local authorities. Lessor shall cooperate with Lessee in its efforts to obtain such approvals and shall take no action which would adversely affect the status of the Leased Space with respect to the proposed use thereof by Lessee. In the event that any of such applications should be finally rejected or any certificate, permit, license, or approval issued to Lessee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that Lessee, in its sole discretion, will be unable to use the Leased Space for its intended purposes, Lessee shall have the right to terminate this Agreement upon 30-days written notice to Lessor.

Said termination right shall also apply in the event that Lessee is otherwise, within its sole discretion, precluded from using the Leased Space for its intended purpose. Notice of Lessee's exercise of this right to terminate shall be given to Lessor in writing six (6) months in advance of intended termination date as provided under paragraph 17 below. All rentals paid for the lease of the Leased Space to said termination date shall be retained by Lessor. Upon such termination, this Agreement shall become null and void and all parties shall have no further obligations, including the payment of money, to each other.

Lessee upon termination of this Agreement, shall, within a reasonable period, remove its personal property and fixtures and return the Leased Space to Lessor in good, usable condition, reasonable wear and tear and damage not caused by Lessee excepted. Lessee shall not remove any foundations, underground cables or wires, New Tower, or Lessor Antenna System.

In the event that this Lease is terminated by Lessee before the unamortized costs of the construction of the new tower have been reclaimed, Lessee shall not be entitled to recover remaining costs from Lessor.

b. Default. Except as expressly limited herein, Lessor and Lessee shall each have such remedies for the default of the other party hereto as may be provided at law or equity following written notice of such default and failure to cure the same within thirty (30) days, nevertheless, this agreement may not be terminated if the defaulting party commences action to cure the default within 30 days and proceeds with due diligence to fully cure the default. With respect to Lessee's default, the cure period shall not exceed 90 days unless both parties agree in writing to extend the cure period.

9. Indemnification.

a. Lessee shall indemnify and hold Lessor 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 Leased Space by Lessee, its servants or agents, excepting, however, such claims or damages as may be due to or caused by negligence or intentional acts of Lessor, its employees, invitees, agents or contractors.

b. The Lessor operates radio communication services of a "non-commercial" nature. Insofar as "commercial" radio communications, such as Lessee's operations, may be required to meet more restrictive federal and/or state regulation and/or rules, the Lessee shall indemnify, hold Lessor harmless, and defend Lessor from any claim of violation of such rules or regulations related to commercial operation, and pay any claim, forfeiture, penalty, fee or other assessment and perform, at Lessee's expense, any required modification to bring it into compliance.

c. Neither party shall be liable to the other for indirect or consequential damages of the other party, including, but not limited to, any interruption of service or for any loss of revenues resulting therefrom, whether caused by the negligence of the other party or not.

10. Insurance.

a. During New Tower Construction and Demolition and Disposal of Existing Tower. Lessee shall maintain at its sole cost and expense, coverage for interruption of Lessor service and property damage. Such coverages shall be submitted to Lessor for prior approval.

b. Liability. Lessee shall maintain, at its sole cost and expense, public liability insurance with an initial coverage limit of at least Five Million Dollars (\$5,000,000) against any claims for personal injury or property damage relating to or arising from use of the Leased Space and installation, existence, use, repair, maintenance, replacement or removal of its Equipment by a single Person or for the aggregate of claims by any number of people arising out of a single occurrence.

c. Property Damage. Lessor shall maintain, at its sole cost and expense, all perils insurance with extended coverage and replacement cost endorsements or similar coverage as provided for under the Wisconsin Local Government Property Insurance Fund, insuring the Property at its full insurable value. Lessee shall be responsible for obtaining its own coverages for its Equipment.

c. Additional Insured/Certificate of Insurance. The Lessor shall be named as an additional insured on all insurance policies described in this Section and shall be given thirty (30) days prior written notice of any cancellation, non-renewal, or material change in any insurance coverage. A certificate of insurance showing that such coverage is in effect shall be provided to the Lessor within fifteen (15) days of the date first above written and annually thereafter during the term of this Lease.

11. Casualty. In the event the Leased Space is destroyed or damaged in whole or in part by casualty during the term of this Lease, and to the extent that the Leased Space is not useful for Lessee's purposes, then at Lessee's option (exercised by notice to Lessor) this Lease may be terminated as of the date of the notice. In the event the Lease is not terminated by Lessee, the rent shall abate while and to the extent that the Leased Space is not useful for Lessee's purposes. Nothing herein shall require the Lessor to rebuild following destruction or damage.

12. Environmental Pollutants. Lessee shall not, either with or without negligence, cause or permit the escape, unlawful disposal or release beyond lawful limits of any Hazardous Materials as hereinafter defined. Neither Lessor nor Lessee shall bring onto the Leased Space and/or Property or knowingly allow the storage or use of Hazardous Materials in any manner if prohibited by law or if not sanctioned by the highest standards prevailing in the industry for the storage and use of such substances or materials. For the purposes of this paragraph, the term "Hazardous Materials" shall mean, (i) any substances defined as "hazardous substances," "pollutants," "contaminants," "hazardous materials," "hazardous wastes," or "hazardous or toxic substances" as now or hereafter defined in any applicable federal, state or local law, regulation, ordinances, or directive, including, but not limited to, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sec. 6901 et. seq.); the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by SARA, 42 U.S.C. Sec. 9601, et. seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801, et. seq.; the Toxic Substance Control Act, 15 U.S.C. Sec. 2601, et. seq.; the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sec. 9601, et. seq.); the Clean Water Act, 33 U.S.C. Sec. 1251 et. seq.; the Clean Air Act, 42 U.S.C. Sec. 7412, et. seq.; as any such acts may be amended, modified or supplemented; (ii) those substances listed or otherwise identified in the regulations adopted and publications issued, as may be amended, modified or supplemented, pursuant to any of the above-referenced statutes; (iii) any friable asbestos, airborne asbestos, or any substance or material containing asbestos; (iv) any substance, the presence of which on the Leased Space and/or Property is prohibited by any legal requirement of any governmental authority or which may give rise to an assessment of a governmental authority; and (v) any other substance which by legal requirement of any governmental authority requires special handling in its collection, storage, treatment or disposal.

a. If, either during the term hereof or within two years of its expiration, a federal or state agency shall, in its reasonable discretion, require testing to ascertain whether or not there has been any release of Hazardous Materials by Lessee, then the reasonable costs thereof shall be reimbursed by Lessee to Lessor upon demand as additional Rent if such requirement applies to the Leased Space and/or Property. If testing conducted by Lessor pursuant to this subparagraph identifies the presence of any release of Hazardous Materials by Lessee, Lessee shall have the right and opportunity to perform, at Lessee's costs, a retest to confirm or refute the results of Lessor's testing. Lessee shall execute affidavits, representations and the like from time to time during the term hereof or within two years of its expiration, at Lessor's request concerning Lessee's best knowledge and belief regarding the presence of Hazardous Materials on the Leased Space and/or Property.

b. Lessee Indemnification of Lessor. Except to the extent caused by Lessor under subparagraph 11.c below, Lessee shall indemnify and hold harmless Lessor, its officers, employees, agents, successors and assigns from and against any and all losses, claims, damages, penalties, liabilities, costs and expenses (including reasonable attorneys' fees and court costs), fines, injuries, penalties, response costs (including the cost of any required or necessary investigation, testing, monitoring, repair cleanup detoxification, preparation of any closure or other required plans, or other removal, response or remedial action at or relating to the Property) (collectively, the "Claims and Costs"), with respect to, as a direct or indirect result of, or arising out of any of the following: (i) any legal requirements, lawsuit (brought or threatened), reasonable settlement, or requirement of any insurer of the Leased Space and/or Property or any portion thereof, relating to the generation, presence, management, disposal, release (or threatened release), escape, seepage, leakage or cleanup of any Hazardous Materials at, on, from or under all or a portion of the Leased Space and/or Property for which Lessee, its agents, contractors, or invitees are responsible, or (ii) the migration of Hazardous Materials caused by Lessee from the Leased Space and/or Property to any other property or onto the Leased Space and/or Property; or (iii) the treatment, disposal or storage of Hazardous Materials or the transportation of Hazardous Materials from the Leased Space and/or Property by Lessee, its agents, contractors or invitees; or (iv) the incorporation by Lessee of any Hazardous Materials in the Leased Space.

c. Lessor Indemnification of Lessee. Lessor agrees to indemnify, defend and hold Lessee and its officers, partners, employees and agents harmless from any claims, judgments, damages, penalties, fines, costs, liabilities (including sums paid in settlements of claims) or loss including attorneys' fees, consultant fees and expert fees which arise during or after the term of this Lease from or in connection with the presence in the soil, groundwater or soil vapor on or under the Property of Hazardous Materials, unless the Hazardous Materials are present solely as a result of the negligence or willful misconduct of Lessee, its officers, employees or agents. Without limiting the generality of the foregoing, the indemnification provided by this paragraph 11.c. shall specifically cover costs incurred in connection with any investigation of site conditions or any cleanup, remediation, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of the presence of Hazardous Materials in the soil, groundwater or soil vapor on or under the Property, unless the Hazardous Materials are present solely as a result of the negligence or willful misconduct of Lessee, its officers, employees or agents. Without limiting the generality of any of the foregoing, the indemnification provided by

paragraph 11.c. shall also specifically cover costs incurred in connection with:

1. Hazardous Materials present in the soil, groundwater or soil vapor on or under the Property before the term of this Lease commenced;
2. Hazardous Materials that migrate, flow, percolate, diffuse or in any way move onto or under the Property after the term of this Lease commenced, except if caused by Lessee; or
3. Hazardous Materials present on or under the Property as a result of any discharge, dumping or spilling (accidental or otherwise) onto the Property, prior to, during or after the term of this Lease by any person, corporation, partnership or entity other than Lessee.

d. Condition of Property, Compliance with Law. Lessor represents that Lessor's Property (including without limitation, the location for the Leased Space) and all improvements thereto, are in compliance with all building, life/safety, disability and other laws, codes and regulations of any governmental or quasi-governmental authority. Lessee agrees that, subject to Lessor's compliance with the terms of this paragraph, any improvements constructed by Lessee on the Property, Lessee's equipment and all of the operations of Lessee within the Property shall be in compliance with all applicable laws, codes and regulations.

The foregoing conditions and indemnifications in subparagraphs 11.a, 11.b and 11.c shall survive the expiration or earlier termination of this Lease.

13. Quiet Enjoyment; Cooperation; Estoppel Letters. Lessor covenants and agrees that upon payment by Lessee of the rental under this Lease and upon the observance and performance of all the covenants, terms and conditions on Lessee's part to be observed and performed, Lessee shall peaceably and quietly hold and enjoy the Leased Space, rights, and privileges granted hereunder for the term hereby demised without hindrance or interference by Lessor or any other person. However, Lessor may lease space on the Property to third parties if such use does not hinder or interfere with Lessee's use of the Leased Space as provided hereunder.

Both parties agree to strive to maintain an amiable long-term relationship and to use best efforts to fulfill the terms and conditions of this Lease. Lessor agrees to cooperate with Lessee in any efforts by Lessee to secure, maintain, or renew any governmental permits or license necessary to use the Leased Space as contemplated in this Lease, and to join in any application or other document reasonably requested by Lessee.

Lessor and Lessee agree to furnish to each other upon request, letters confirming whether this Lease is in full force and effect free of known defaults and such other matters concerning the status of this Lease which may be reasonably requested.

14. Lessor Representations. Lessor represents that it is seized of good and

sufficient title and interest in the Property and has full authority to enter into, execute and perform its obligations under this Agreement. Lessor further covenants that there are no liens, judgments, or impediments of title on the Property.

15. Paragraph Headings; Entire Agreement; Oral Modifications. The section or paragraph headings contained herein are for convenience only and shall not be deemed a part of this Lease. This Lease contains the entire understanding between the parties with reference to the matters contained herein, there being no terms, conditions, warranties, or representations other than those contained herein, and no amendment hereto shall be valid unless made in writing and signed by both of the parties hereto.

16. Construction of Lease. This Lease shall be construed in accordance with the laws of the State of Wisconsin. In the event that any provisions hereof shall be legally unenforceable, the remaining provisions shall nevertheless be carried into effect. The parties agree that time is of the essence of this Lease.

17. Assignment. This Agreement may not be sold, assigned, or transferred at any time by Lessee without the prior written consent of the Lessor, except to Lessee's partners, affiliates or subsidiaries. Requests for Lessor's consent on assignment shall be joined in by the proposed assignee and shall provide that assignee agrees to assume all of the obligations and liabilities of the Lessee, unless release of the Lessee is not requested. The proposed assignee shall be of equal or substantially similar credit worthiness as the Lessee. The Lessor may not unreasonably withhold consent to such requested assignment.

18. Notices. All notices hereunder must be in writing and shall be deemed validly given when mailed by first class mail with proper postage addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

LESSEE:

VoiceStream PCS II Corporation
N19 W24075
Waukesha, WI 53188
Attn: Legal Department

(262) 446-4300

With a copy to:

VoiceStream PCS II Corporation
C/o VoiceStream Wireless Corporation

LESSOR:

City of Milwaukee
Director, Department of Administration
Room 606, City Hall
200 East Wells Street
Milwaukee Wisconsin 53202

(414) 286-8689

With a copy to:

Office of the City Attorney
City Hall, Room 800

12920 SE 38th
Bellevue, WA 98006
Attn: Legal Department
(425) 653-4600

200 East Wells Street
Milwaukee, WI 53202
(414) 286-2601

19. Successors. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

20. Lease Memorandum. The parties agree to execute a Memorandum of Lease in recordable form intended for notification and recording to give notice to the public of the existence of this Lease.

21. Personal Property. The Lessee's Equipment shall remain the personal property of Lessee, shall not be deemed to be permanently attached to the Leased Space, and shall be maintained and repaired solely by Lessee.

22. Waiver of Landlord's Lien. To the extent permitted by law, Lessor hereby waives any and all lien rights it has or may have, statutory or otherwise, concerning the Lessee's Equipment, which shall be deemed personal property for the purposes of this agreement, regardless of whether or not the same is deemed real or personal property under applicable law.

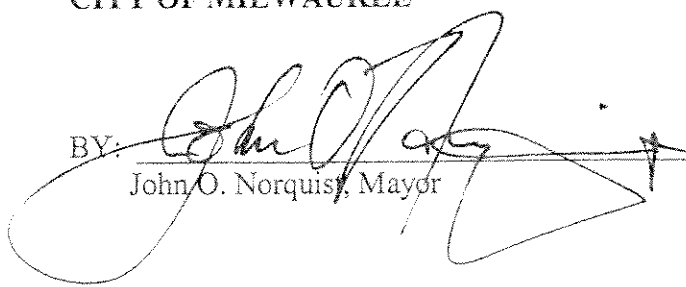
23. Condemnation. In the event that all or substantially all of Lessor's Property is condemned by an authorized governmental or quasi-governmental authority, this Agreement shall terminate upon the date of the taking and each party shall have the right to maintain their own respective actions against the condemning authority for their respective damages and neither party shall have any interest in any award granted to the other.

IN WITNESS WHEREOF, the City of Milwaukee, Lessor, and _____, Lessee, have executed this document on the date first written above.

LESSOR:

CITY OF MILWAUKEE

BY:


John O. Norquist, Mayor

BY: Ronald D. Leonhardt
Ronald D. Leonhardt
City Clerk

COUNTERSIGNED:

BY: John Egan DEPUTY
for W. Martin Morjes City Comptroller Clu

LESSEE:

VoiceStream PCS II Corporation, a
Delaware corporation.

Brenda Gelbaugh
Witness

BY: Greg Cisewski
Greg Cisewski
Regional Vice President

Date: 11/30/00

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

PROPERTY
DESCRIPTION: PARCEL A:

A piece of land in the West 1/2 of the Northwest 1/4 of Section 9, Township 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin, more particularly described as follows:

Commencing at a point in the most Northerly corner of Lot 9 in Block 5, in Peter Hilger's Subd. No. 2, being a subdivision of a part of the Northwest 1/4 and Southwest 1/4 of Section 9, Township 7 North, Range 21 East, said point also lying in the East line of the West 1/2 of said 1/4 Section; running thence South 00 degrees, 02 minutes East along the East line of the West 1/2 of said 1/4 Section, 137.11 feet to a point in the Southwesterly corner of said Lot 9, said point lying 60.00 feet Northeasterly of and measured at right angles to the centerline of West Lisbon Avenue as originally laid out; thence North 61 degrees, 06 minutes West along a line which is parallel to and 60.00 feet Northeasterly of and measured at right angles to said centerline of West Lisbon Avenue, 123.52 feet to a point; thence North 23 degrees, 23 minutes East, 120.56 feet to a point in the Northeasterly line of said Lot 9 extended; thence South 61 degrees, 06 minutes East along the Northeasterly line of said Lot 9 extended, 68.77 feet to the point of commencement.

PARCEL B:

That part of Lot 9 in Block 5 in Peter Hilger's Subdivision No. 2, being a subdivision of a part of the Northwest 1/4 and Southwest 1/4 of Section 9, Township 7 North, Range 21 East, more particularly described as follows, to-wit:

Commencing at a point in the most Northerly corner of Lot 9, in Block 5 of Peter Hilger's Subdivision No. 2, being a subdivision of a part of the Northwest 1/4 and Southwest 1/4 of Section 9, Township 7 North, Range 21 East; running thence Southeasterly along the Northeasterly line of Lot 9 aforesaid, 66.32 feet to a point, said point lying 34.07 feet Northwesterly of the most Easterly corner of said Lot 9 and measured along its Northeasterly line; thence Southwesterly and parallel to the Southeasterly line of Lot 9 aforesaid, 120.00 feet to a point in the Southwest corner of said Lot 9; thence North along the West line of Lot 9 aforesaid 137.11 feet to the point of commencement.

EXHIBIT "B"
DESCRIPTION OF THE LEASED SPACE

LEGAL DESCRIPTION

Portions of that certain parcel lying in the City of Milwaukee, Milwaukee County, Wisconsin being the property of the City of Milwaukee, being situated at the intersection of Tucker Place and West Lisbon Avenue being more particularly described as follows:

LEASE PARCEL

Space in the basement of the City of Milwaukee building for the purpose of equipment mounting and operation, said space being described as follows: Beginning at a point in the basement of the above described property, said point having Wisconsin Grid Coordinates (NAD27) of Y-401173.4293 and X-2528242.0736; thence from said point of beginning S27°-15'-34"W 12.00 feet; thence N60°-57'-32"W 20.00 feet; thence N27°-15'-34"E 12.00 feet; thence S60°-57'-32"E 20.00 feet to the point of beginning containing 240 square feet of floor area and occupying wall and air space from said basement and extending to the first floor as shown on LEASE EXHIBIT for VoiceStream Wireless by Aero-Metric, Inc. Dated February 14th, 2000.

UTILITY EASEMENT

A non-exclusive Right and Easement in the basement of the City of Milwaukee building located at 8814 West Lisbon Avenue, Milwaukee, Wisconsin. Said easement to be used for the installation and maintenance of antenna cables on and across said building to the proposed communication tower located at the afore mentioned property.

Together with a non exclusive Right and Easement for Ingress and Egress at all times, on foot or by motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits, pipes and equipment, over, under or along the existing entrance(s), driveway(s), parking area(s), roof, elevator(s), stairway(s), landscaped area(s) and open area(s) located on the aforementioned property extending to and from the leased areas as described above to and from the adjoining Public Right-of-Ways, which are known as North Tucker Place and West Lisbon Avenue.

EXHIBIT "C"
DESCRIPTION OF LESSEE'S EQUIPMENT

See attached construction drawings.

EXHIBIT "D"

LESSOR'S ANTICIPATED NEW TOWER ANTENNA LOADING
AND EQUIPMENT

COMMUNICATIONS DIVISION

Friday, November 17, 2000

MEMO

To: Bob Juhay
Department of Administration
Cate Cooper
VoiceStream Wireless

From: Samuel J. Steffan
Milwaukee Police Communications Division

RE: Materials List for Police/ City Antenna Systems to be Provided by VoiceStream and Tower
Loading for Tower E22

Bob,

Per your request on Friday, November 17, 2000, please find a materials list to provide new antenna systems for Police/ City use on the proposed radio tower replacement at Engine 22. This list is based on parts and equipment that have been found to meet Police communications needs. I have provided inventory numbers from TESSCO, Inc, a large provider of radio communications materials.

NOTE: Reuse existing microwave antenna and feedline.

NOT included in this list are small items, such as clamps, hangers, bolts, etc. To provide 4 each antenna systems in the VHF band, and 4 each antenna systems in the UHF band, the following material is required:

ANTENNA SYSTEM MATERIALS FOR THE MPD E22 TOWER		
Part Description	Quantity	TESSCO SKU#
Antenna, VHF, DECIBEL PRODUCTS p/n DB616AB	4 each	#67315
Antenna, UHF, DECIBEL PRODUCTS p/n DB638C	4 each	#13210
Jumper, 8 ft, NM to NM, 2" superflex T-S12-PNM8	4 each	#27781
Jumper, 8 ft, NM to UM, 2" superflex, consisting of TESSCO #41666 (8 ft), #75569, #51258, &18421 (factory assembly and testing)	4 each	see part descript. for p/n=s
Cold Shrink Kit, ant. end, CABLEWAVE p/n915934	8 each	#95498
Cold Shrink Kit, feedline end, CABLEWAVE p/n 915933	8 each	#55856
7/8" foam trans. line, CABLEWAVE p/n FLC78-50J	2000 ft	#79860
Connector, N Female, 7/8", CABLEWAVE p/n 734837	16 each	#46522
Grounding Kits, CABLEWAVE p/n 915870-005	16 each	#34087

Further, VoiceStream needs to design the proposed tower to accept not only the above 8 antenna systems, but also 4 ADDITIONAL antenna systems (Decibel DB638C) that the City may install at a latter date.

EXHIBIT "E"

PAY SCHEDULE

Year	Annual Rental Amount	Cumulative
1	\$ 15,000.00	\$ 15,000.00
2	\$ 15,750.00	\$ 30,750.00
3	\$ 16,537.50	\$ 47,287.50
4	\$ 17,364.38	\$ 64,651.88
5	\$ 18,232.59	\$ 82,884.47
6	\$ 19,144.22	\$102,028.69
7	\$ 20,101.43	\$122,130.13
8	\$ 21,106.51	\$143,236.63
9	\$ 22,161.83	\$165,398.46
10	\$ 23,269.92	\$188,668.39
11	\$ 24,433.42	\$213,101.81
12	\$ 25,655.09	\$238,756.90
13	\$ 26,937.84	\$265,694.74
14	\$ 28,284.74	\$293,979.48
15	\$ 29,698.97	\$323,678.45
16	\$ 31,183.92	\$354,862.38
17	\$ 32,743.12	\$387,605.50
18	\$ 34,380.27	\$421,985.77
19	\$ 36,099.29	\$458,085.06
20	\$ 37,904.25	\$495,989.31
21	\$ 39,799.47	\$535,788.78
22	\$ 41,789.44	\$577,578.22
23	\$ 43,878.91	\$621,457.13
24	\$ 46,072.86	\$667,529.98
25	\$ 48,376.50	\$715,906.48