



PLAINTIFF(S)

Crown Castle Atlantic, LLC

ATTORNEY, FIRM NAME, ADDRESS AND TELEPHONE
Earl W. Duval, Duval, Bellone, Cranford &
Celli, P.C., 100 Foot of John Street,
Lowell, MA 01852
Board of Bar Overseers number:

DEFENDANT(S)

Guy A. McKay and
Sheryll McKay

ATTORNEY (if known)

Origin code and track designation

- Place an x in one box only:
- 1. F01 Original Complaint
 - 2. F02 Removal to Sup.Ct. C.231,s.104 (Before trial) (F)
 - 3. F03 Retransfer to Sup.Ct. C.231,s.102C (X)
 - 4. F04 District Court Appeal c.231, s. 97 &104 (After trial) (X)
 - 5. F05 Reactivated after rescript; relief from judgment/Order.(Mass.R.Civ.P. 60) (X)
 - 6. E10 Summary Process Appeal (X)

TYPE OF ACTION AND TRACK DESIGNATION (See reverse side)

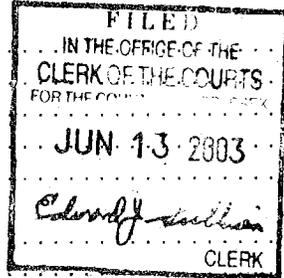
CODE NO.	TYPE OF ACTION (specify)	TRACK	IS THIS A JURY CASE?
D13	Declaratory Judgment		() Yes (x) No
D01	Specific Performance ^{of} contract A)		() Yes (x) No

The following is a full, itemized and detailed statement of the facts on which plaintiff relies to determine money damages. For this form, disregard double or treble damage claims; indicate single damages only.

TORT CLAIMS

(Attach additional sheets as necessary)

- A. Documented medical expenses to date:
 - 1. Total hospital expenses \$
 - 2. Total Doctor expenses \$
 - 3. Total chiropractic expenses \$
 - 4. Total physical therapy expenses \$
 - 5. Total other expenses (describe) \$
 - B. Documented lost wages and compensation to date \$
 - C. Documented property damages to date \$
 - D. Reasonably anticipated future medical and hospital expenses \$
 - E. Reasonably anticipated lost wages \$
 - F. Other documented items of damages (describe) \$
 - G. Brief description of plaintiff's injury, including nature and extent of injury (describe) \$
- TOTAL \$**



CONTRACT CLAIMS

(Attach additional sheets as necessary)

Provide a detailed description of claim(s):

Defendants' breach of their obligation under the Lease to grant Plaintiff or a public utility the necessary right of way for installation of underground utility service.

TOTAL \$

PLEASE IDENTIFY, BY CASE NUMBER, NAME AND COUNTY, ANY RELATED ACTION PENDING IN THE SUPERIOR COURT DEPARTMENT

"I hereby certify that I have complied with the requirements of Rule 5 of the Supreme Judicial Court Uniform Rules on Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods."

Signature of Attorney of Record Earl W. Duval DATE: 6/13/03

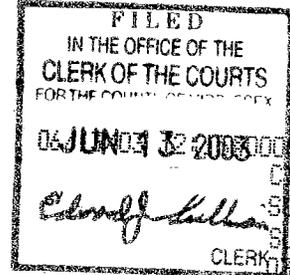
COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

SUPERIOR COURT DEPT.
CIVIL ACTION NO. XX-XXXX

03-2512

CROWN CASTLE ATLANTIC LLC)
))
PLAINTIFF))
))
vs.))
))
GUY A. MCKAY AND))
SHERYLL MCKAY))
))
DEFENDANTS))
_____)



0000 6533 CLERK H	
CIVIL	200.00
SURCHARGE	10.00
SUMMONS	1.00
CLERK 2512 #	
SUBTTL	211.00
TOTAL	211.00
CHECK	211.00

COMPLAINT AND DEMAND

INTRODUCTION

1. By this action, the Plaintiff, Crown Castle Atlantic LLC (“Crown”) seeks a declaration of the rights of the parties with respect to a Land Lease Agreement (“Lease”), pursuant to Massachusetts General Laws chapter 231A §1 and to specifically enforce the terms of the Lease. Crown seeks declaratory, injunctive and compensatory relief.

Crown’s predecessor in interest Cellco Partnership, a Delaware General Partnership d/b/a Bell Atlantic NYNEX Mobile executed the Lease with Lessor Defendants Guy A. McKay and Sheryll McKay (“McKays”) for a parcel (“Property”) of their land located at 982-988 Main Street, North Acton, Massachusetts, and concomitant access and utility easements thereto, for the purpose of operating a wireless communications tower facility.

Crown has six (6) wireless cellular providers as subtenant/licensees ("Subtenants") located on space on its tower at the Property from which they broadcast and receive wireless communications signals. The Subtenants have requested an upgrade of the landline telephone service to the Property. The Lease provides Crown with the right to upgrade the telephone service at the Property. The upgrade necessitates installation of fiber optic telephone lines ("telephone lines") in an existing conduit under the existing Right-of-Way granted in the Lease running to the Property. The upgrade also necessitates the installation of an approximately five (5') foot by four (4') Cabinet within Crown's leased Property.

The McKays have repeatedly interfered with Crown's efforts to install the telephone line and have refused to fulfill their contractual obligation under the Lease to grant Crown or a public utility the necessary Right-of-Way for the installation and maintenance of underground utility service.

The McKays' breach of their obligations under the Lease to grant Crown or a public utility the necessary Right-of-Way for the installation and maintenance of underground utility service has caused and continues to cause damage to the business relationship with its Subtenants and loss of revenue that could be generated from the installation of additional equipment by its Subtenants.

PARTIES

2. Plaintiff, Crown Castle Atlantic LLC (“Crown”) is a Delaware limited liability company with a mailing address for its Northeast Area office of 46 Broadway, Albany, NY 12204.

3. Defendants Guy A. McKay and Sheryll McKay (“McKays”) are husband and wife with a mailing address of 181 Grant Street, Lexington, Massachusetts 02173. The McKays are owners of the subject property at 982-988 Main Street, North Acton, Massachusetts, also known as “Butter Brook Farm.”

STATEMENT OF FACTS

4. On or about August 12, 1996, the McKays entered into a Land Lease Agreement (“Lease”) (a copy of the Lease is attached as “**Exhibit 1**”) with Plaintiff’s predecessor-in-interest, Cellco Partnership d/b/a Bell Atlantic NYNEX Mobile (“BANM”).

5. The McKays, as Lessors, agreed to lease the Property – a sixty (60) foot by sixty (60) foot parcel of their land at 982-988 Main Street in North Acton, Massachusetts – to Lessee BANM for the purpose of “constructing, maintaining, and operating a communications facility and uses incidental thereto together with one (1) antenna structure and all necessary connecting appurtenances” (see **Exhibit 1**, Numbered Paragraph Seven (7)).

6. The McKays land at 982-988 Main Street in North Acton, Massachusetts is described in a deed recorded with the Middlesex South Registry of Deeds at Book 23165, Page 0158.

7. In the Lease, the McKays granted BANM “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 installation and maintenance of underground utility wires, cables, conduits, and pipes under, or along a fifteen (15’) foot wide right-of-way extending from the nearest public right-of-way, Main Street, to the demised premises,…” (“Right-of-Way”). “In the event any public

utility is unable to use the aforementioned right-of-way, the Lessor hereby agrees to grant a substitute right-of-way either to the Lessee or to the public utility at no cost to the Lessee (see **Exhibit 1**, Numbered Paragraph One (1)).

8. The Lease states that the “installation of all improvements shall be at the discretion and option of the Lessee [BANM]” (see **Exhibit 1**, Numbered Paragraph Seven (7)).

9. The initial term of the Lease was for five (5) years.

10. The initial term of the Lease commenced February 1, 1997.

11. The annual rental amount for the initial five (5) year terms was Thirteen Thousand Two Hundred Dollars (\$13,200.00) (see **Exhibit 1**, Numbered Paragraph Three (3)).

12. BANM commenced construction of the communications tower facility on or about March of 1997.

13. On November 10, 1997, the McKays and BANM executed a First Amendment to the Lease (“First Amendment”) (a copy of the First Amendment is attached as “**Exhibit 2**”).

14. The First Amendment states, “This Agreement shall automatically be extended for five (5) additional five (5) year terms...” (see **Exhibit 2**, Numbered Paragraph One (1)).

15. The first five (5) year extension term commenced on February 1, 2002.

16. The annual rental amount for the first five (5) year extension term is Fifteen Thousand One Hundred Eighty Dollars (\$15,180.00) (see **Exhibit 1**, Numbered Paragraph Five (5)).

17. During construction of the communications tower facility, the McKays requested that the Right-of-Way granted in the Lease running from Main Street to the Property be constructed in a certain location on the Property.

18. During construction of the communications tower facility, the McKays requested that the underground conduit running under the Right-of-Way from Main Street to the Property be installed in a certain location on the Property.

19. BANM contracted with the New England Telephone Company (“NETC”) (a landline telephone company), to install the underground conduit running under the Right-of-Way from Main Street to the Property.

20. NETC installed the underground conduit running under the Right-of-Way from Main Street across the Property to the communications tower facility.

21. NETC installed telephone lines in the underground conduit running under the Right-of-Way from Main Street across the Property to the communications tower facility.

22. BANM, by and through its contractor, Mirra Construction of Georgetown, Massachusetts, constructed the Right of Way from Main Street to the Property in the location on the Property requested by the McKays.

23. BANM, by and through its contractor, NETC, installed the underground conduit running under the Right-of-Way from Main Street to the Property in the location on the Property requested by the McKays.

24. NETC requires that before it installs underground conduits under a landowner’s property that the landowner execute its standard Easement Agreement (“Easement Agreement”) (a copy of the standard Easement Agreement is attached as “**Exhibit 3**”).

25. On or about August 14, 1997, BANM became known as Bell Atlantic Mobile (“BAM”).

26. BAM entered into a sublease agreement for tower space and ground space within the Property on March 5, 1998 with Omnipoint Communications MB Operations, Inc. (“Omnipoint”).

27. BAM entered into a sublease agreement for tower space and ground space within the Property on June 1, 1998 with Nextel Communications of the Mid-Atlantic, Inc. ("Nextel").

28. BAM entered into a sublease agreement for tower space only on July 28, 1998 with AT&T Wireless Services PCS, Inc. ("AT&T").

29. On or about the time BAM and AT&T entered into the sublease agreement for tower space, AT&T entered into a separate agreement with the McKays for ground space outside the Property leased by BAM.

30. BAM entered into a sublease agreement for tower space and ground space within the Property on September 15, 1998 with Southwestern Bell Mobile Systems, Inc. d/b/a Cellular One n/k/a Cingular Wireless ("Cingular").

31. By letter dated January 8, 1999 from Attorney Michael S. Giaimo of Robinson & Cole LLP, legal counsel for Bell Atlantic Mobile ("BAM"), the McKays were notified of BAM's formation of a joint venture with Crown Castle International Corp and the intent to assign its interest in the Lease to the joint venture company, Crown. The McKays were requested to accept, and agree to, the proposed assignment.

32. The McKays consented to the assignment of the Lease to Crown by signing a letter from BAM dated January 8, 1999 (a copy of which is attached hereto as **Exhibit "4"**).

33. On or about March 31, 1999, BAM assigned its interest in the Lease and corresponding subleases to Crown as evidenced by the Memorandum of Assignment (a copy of which is attached hereto as **Exhibit "5"**).

34. Crown entered into a sublease license agreement for tower space and ground space within the Property on January 13, 2000 with Sprint Spectrum, L.P., a Delaware Limited Partnership ("Sprint PCS").

35. On or about February 2000, Crown's Subtenants requested that Crown upgrade the telephone lines to the Property.

36. On or February 2000, Crown contracted Bell Atlantic, ("BA") (the landline telephone company formerly known as NETC), to upgrade the telephone lines at the Property.

37. On or about February 2000, BA informed Crown for reasons unknown to it that its predecessor NETC had not obtained the standard executed Easement Agreement with the McKays before the underground conduit and telephone lines were initially installed.

38. On or about February 2000, BA informed Crown that in order to run the new telephone lines, it would require the McKays to execute the Easement Agreement that NETC did not have the McKays execute before.

39. On or about March 2000, Crown contacted the McKays and informed them that the newest Subtenant on the Tower, Sprint PCS, had also repeated the prior request of Crown's existing Subtenants that Crown upgrade telephone lines at the Property.

40. On or about March 2000 Crown informed the McKays that the Lease permitted Crown to upgrade the telephone lines at the Property and required the McKays to sign the Easement Agreement.

41. On or about March 2000, and in violation of the Lease, the McKays refused, and continue to refuse, to execute BA's Easement Agreement.

42. By letter dated April 3, 2000, James P. Donahue, Vice President/General Manager for Crown's then New England Region ("Donahue"), again informed the McKays that BA required the McKays to execute an Easement Agreement for the installation of fiber optic telephone lines in the existing conduit.

59. On February 11, 2003, Attorney DiLuna sent correspondence to Attorney Daniel D. Klasnick, an associate attorney for counsel representing Crown, ("Attorney Klasnick") responding to numerous emails from Attorney Klasnick in which the McKays' requested a conditional meeting with Crown to discuss the easement issue.

60. By letter dated February 28, 2003, Attorney DiLuna informed Attorney Klasnick "...that all communications concerning Butterbrook Farm are to be directed to Guy McKay," effectively providing notice of his withdrawal as counsel for the McKays.

61. As of this filing, despite repeated requests, the McKays have refused to execute an Easement Agreement with Verizon.

62. As of this filing, Verizon has not installed the additional telephone lines to the Property needed by Crown's six (6) Subtenants in order to provide adequate coverage to their many wireless customers in the area who rely upon this service to make not only calls of convenience, but calls requesting emergency services.

STATEMENT OF CLAIMS

COUNT I BREACH OF CONTRACT

63. Crown repeats the allegations contained in Paragraphs 1 through 62 and, by this reference, incorporates them herein.

64. The McKays executed the Lease on August 12, 1996.

65. The McKays executed the Lease in consideration of a one thousand dollar (\$1,000.00) signing fee and monthly lease payments as determined by the Lease.

66. The monthly lease payments, as provided for under the Lease, have been made on time and in full since the first term of the lease.

67. The Lease is a binding agreement between Crown, as a lawful assignee of BANM, and the McKays, who consented to the assignment of the Lease to Crown.

68. In reliance on the terms, conditions and covenants contained in the Lease, BANM, Crown's predecessor in interest, undertook to construct a wireless communications tower, to place related accessory equipment on the Property, and to run communication lines under the Right-of-Way Easement to the Property in a location requested by the McKays.

69. In reliance on the terms, conditions and covenants contained in the Lease, BAM and its successor in interest Crown undertook to contract with six (6) Subtenants for space on its tower from which they broadcast and receive wireless communications signals vital to their customers.

70. Numbered Paragraph One (1) of the Lease (see **Exhibit 1**), expressly permits Crown to install and maintain underground utility lines, such as the proposed fiber optic lines, under the Right-of-Way Easement.

71. Numbered Paragraph One (1) of the Lease (see **Exhibit 1**), expressly requires the McKays to grant such Right-of-Way Easement to Crown or the public utility that is necessary for the installation and maintenance of underground utility wires.

72. Numbered Paragraph Seven (7) of the Lease (see **Exhibit 1**) provides that Crown shall have the right to use the Property for the purpose of constructing, maintaining and operating a Communications Facility and uses incidental thereto together with one tower and all necessary connecting appurtenances.

73. Numbered Paragraph Seven (7) of the Lease (see **Exhibit 1**), permits Crown to make improvements on the Property at its discretion and option.

74. Numbered Paragraph 7 of the Lease (see **Exhibit 1**) provides that Lessor shall take no action, which would adversely affect the status of the Property with respect to the proposed use thereof by Lessee.

75. Numbered Paragraph 13 of the Lease (see **Exhibit 1**) provides that Lessor covenants that upon paying the rents and performing its covenants Lessee shall peaceably and quietly have, hold and enjoy the leased Property.

76. In violation of the express provisions of the Lease, the McKays refuse, after repeated requests, to formally execute an Easement Agreement with the landline telephone company to permit it access and use of the easement granted in the Lease. The McKays have also refused to otherwise perform their obligations under the Lease, so that Crown may maintain and upgrade existing utility lines and install new utility lines in the existing conduit under the Right-of-Way Easement and related improvements on the Property.

77. The McKay's refusal to recognize Crown's rights and to perform their obligations under the Lease constitutes material breaches of the Lease.

78. As a result of the McKay's material breaches of the Lease, Crown has been unable to maintain and upgrade the landline telephone utility service to the Property demanded by its Subtenants and has suffered damages for which the McKays are liable, including but not limited to its reputation and goodwill with its customers.

79. As a result of the McKays' material breaches of Lease, Crown has been unable to provide its Subtenants with maintained and upgraded utility service to allow operation of a wireless communications facility on the Property in the full manner expressly permitted by the Lease including but not limited to, reliable emergency service calls being able to broadcast from and received by the Subtenants communication equipment on the Tower.

80. The breaches of Lease by the McKays are of such a nature that legal remedies of damages and restitution are not wholly adequate, but rather require in addition the imposition of the equitable remedies of specific performance and injunction to require the McKays to perform their duties under the Lease.

COUNT II
INTEFERENCE WITH ADVANTAGEOUS RELATIONS

81. Crown repeats the allegations contained in Paragraphs 1 through 80 and, by this reference, incorporates them herein.

82. Crown has an existing sublease/license agreement for tower space and ground space within the Property with Omnipoint Communications MB Operations, Inc.

83. Crown has an existing sublease/license agreement for tower space and ground space within the Property with Nextel Communications of the Mid-Atlantic, Inc.

84. Crown has an existing sublease agreement license for tower space only with AT&T Wireless Services PCS, Inc.

85. Crown has an existing sublease agreement license for tower space and ground space within the Property with Southwestern Bell Mobile Systems, Inc. d/b/a Cellular One n/k/a Cingular Wireless.

86. Crown has an existing sublease agreement license for tower space and ground space within the Property with Celco Partnership d/b/a Verizon Wireless.

87. Crown has an existing sublease agreement license for tower space and ground space within the Property with Sprint Spectrum, L.P.

88. Through correspondence and arrangement for the financial benefit of the McKays, the McKays have actual knowledge of the business relationship between Crown and the Subtenants on the Property.

89. Crown, through correspondence and in meetings with the McKays, has informed the McKays that Crown's Subtenants on the tower require to maintain and upgrade the telephone landline service to the Property to allow for the increasing operational coverage, performance and capacity of the communication equipment installed on the Tower including but not limited to reliable emergency service calls being able to be broadcast and received by such equipment on the Tower.

90. The McKays wrongful refusal, after repeated requests, to formally execute an Easement Agreement to document the landline telephone company's use of the easement granted in the Lease on behalf of Crown and to otherwise perform their obligations under the Lease, has resulted in the intentional interference with Crown's business relationship with the Subtenants on the Tower.

91. Crown's inability to maintain and upgrade the telephone service to the Property has prevented it from adequately meeting the legitimate and crucial service, performance and capacity needs of the Subtenants, which has caused Crown damage to the business relationship with its existing Subtenants and loss of revenue that could be generated from the installation of additional communication equipment by the Subtenants.

92. As a result of the McKays' intentional interference with Crown's relations with its Subtenants, Crown has been unable to provide its Subtenants with upgraded landline telephone service to allow operation at the Property in the full manner expressly permitted by the Lease.

93. As a result of the McKay's intentional interference with Crown's relations, Crown has been unable to upgrade the telephone service to the Property and has suffered damages for which the McKays are liable, including but not limited to injury to reputation and good will with its customers.

94. The intentional interference with Crown's relation by the McKays are of such a nature that legal remedies of damages and restitution are not wholly adequate, but rather require in addition the imposition of the equitable remedies specific performance and injunction to require the McKays to perform their duties under the Lease.

REQUESTS FOR RELIEF

WHEREFORE, Crown respectfully requests that this Court:

1. Grant Crown declaratory relief in the form of an order that:
 - a. Now and in the future, Crown has the right under the Lease to install and maintain underground utility wires, cables, conduits and pipes, including the proposed fiber optic line, under the Right-of-Way Easement to the Facility;
 - b. Now and in the future, Crown has the right under the Lease to make improvements, including the installation of accessory equipment, on the Property at its cost, option and discretion;
2. Grant Crown specific performance under the Lease by entering a permanent injunction in a form that:
 - a. Now and in the future, enjoins the McKays from interfering with Crown's right, as tenant under the Lease, to utilize the Easement under the Right-of-Way for the purpose of installing and maintaining underground wires, cables, conduits and pipes, including the proposed underground fiber optic telephone line;
 - b. Now and in the future, enjoins the McKays from interfering with Crown's right under the Lease to make improvements, including the installation of accessory equipment, on the Property at its cost, option and discretion;
 - c. Orders and directs that the McKays immediately execute the necessary easement document with the landline telephone company to facilitate the installation and maintenance of the proposed fiber optic telephone lines under or along the Right-of-Way in the name of and for the benefit of Verizon Communications and/or other applicable utility.
3. Enter judgment for Crown on all Counts of its Complaint;

4. Award Crown damages as determined at trial, plus interests and costs as provided by law;
and
5. Grant Crown such other relief as the Court deems just and proper.

Respectfully Submitted,
Crown Castle Atlantic LLC
by its Attorneys,



Earl W. Duval, Jr.
BBO # 565909



Daniel D. Klasnick
BBO # 629142

Duval, Bellone, Cranford & Celli, P.C.
Boott Cotton Mills
100 Foot of John Street
Lowell, MA 01852
(978) 569-1111

Dated: June 13, 2003

Exhibit 1

I

LAND LEASE AGREEMENT

This Agreement, made this 12th day of AUGUST, 1996 between Guy A. McKay and Sheryl McKay, Husband and Wife, Tax ID # _____, whose mailing address is 181 Grant Street, Lexington, Massachusetts 02173 ("LESSOR") and Celco Partnership, a Delaware General Partnership, d/b/a Bell Atlantic NYNEX Mobile, with its principal office located c/o Bell Atlantic NYNEX Mobile, Inc., 180 Washington Valley Road, Bedminster, New Jersey 07921; ("LESSEE").

1. LESSOR hereby leases to LESSEE that certain parcel of property (hereinafter called Property), located at 982-988 Main Street, Acton, Massachusetts, and being described as a parcel containing about 3600 square feet, as shown on the attached Exhibit "A1", and being further described in a Deed recorded with the Middlesex South Registry of Deeds at Book 23/65, Page 0158 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 underground utility wires, cables, conduits, and pipes under, or along a fifteen (15) foot wide right-of-way extending from the nearest public right-of-way, Main Street, to the demised premises, said Property and right-of-way for access being substantially as described herein in the attached Exhibit "A1". In the event any public utility is unable to use the aforementioned right-of-way, the LESSOR hereby agrees to grant a substitute right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE. The LESSOR shall have the right to relocate the right of way shown on Exhibit "A1" provided that (1) LESSEE is provided with at least 45 days

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BOS - N. Acton

written notice of said relocation, (ii) the procedures for any such relocation shall be subject to the prior written approval of LESSEE, (iii) the relocated right of way is substantially similar to the right of way shown in Exhibit A1 and (iv) such relocation does not require the relocation of the underground utilities, wires, cables, conduits, and pipes as above described.

2. LESSOR also hereby grants to LESSEE the right further to survey said Property, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of discrepancies between it and Exhibit "A1". Cost for such work shall be borne by the LESSEE.

3. This Agreement shall be for an initial term of five (5) years and shall be effective on the Commencement Date at which time rental payments will be due at an annual rental of Thirteen Thousand Two Hundred Dollars (\$13,200.00) to be paid in equal monthly installments of Eleven Hundred Dollars (\$1,100.00) on the first day of the month, in advance, to LESSOR or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. The Commencement Date is defined as the first (1st) day of the month in which this Agreement is executed by all parties or the first (1st) day of the month in which LESSEE is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs last. In no event shall the commencement date be more than one year from the execution of this Lease Agreement. As further consideration, the LESSOR shall receive a \$1,000.00 signing fee for execution of this Lease Agreement on or before August 12, 1996.

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4. This Agreement shall automatically be extended for three (3) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the current term.

5. The annual rental for the first (1st) five (5) year extension term shall be increased to Fifteen Thousand One Hundred Eighty Dollars (\$15,180.00); If further extended by mutual agreement of the parties, the rent for the second (2nd) five (5) year extension term shall be increased to Seventeen Thousand Four Hundred Fifty Seven Dollars (\$17,457.00); If further extended by mutual agreement of the parties, the rent for the third (3rd) five (5) year extension term shall be increased to Twenty Thousand Seventy Five Dollars (\$20,075.00).

6. If at the end of the third (3rd) 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 six (6) 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-year terms thereafter unless terminated by either Party by giving to the other written notice of its intention to so terminate at least (6) months prior to the end of such term. Rental for this period shall be equal to the prior term's rent plus 15%.

7. LESSEE shall use the Property for the purpose of constructing, maintaining and operating a Communications Facility and uses incidental thereto together with one (1) antenna structure and all necessary connecting appurtenances. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Property at the discretion of LESSEE (not including the access easement). All improvements shall

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BOS - N. Acton

be at LESSEE's expense and the installation of all improvements shall be at the discretion and option of the LESSEE. LESSEE will maintain the Property in a reasonable condition. It is understood and agreed that LESSEE's ability to use the Property is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Property 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 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 or soil boring tests are found to be unsatisfactory so that LESSEE in its sole discretion will be unable to use the Property for its intended purposes or the LESSEE determines that the Property is no longer comparable for its intended use, LESSEE shall have the right to terminate this Agreement. Notice of the LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the LESSEE. All rentals paid to said termination date shall be retained by the LESSOR. Upon such termination, this Agreement shall become null and void and all the Parties shall have no further obligations including the payment of money, to each other.

8. 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 Property by the LESSEE, its servants or agents, excepting, however, such claims

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BOS - N. Acton
or damages as may be due to or caused by the acts of the LESSOR, or its servants or agents, for which LESSOR grants to LESSEE a reciprocal right of indemnification.

9. 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 agrees that LESSEE may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy.

10. Notwithstanding anything to the contrary contained herein, and 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 six (6) months prior notice is given the LESSOR.

11. LESSEE, upon termination of the Agreement, shall, within a reasonable period, remove its building, antenna structure, fixtures and all personal property and restore the Property to its original condition, reasonable wear and tear excepted. If such time for removal causes LESSEE to remain on the Property after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

| 8/9/96

12. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of the Property (the Property to include only the parcel leased hereunder) to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE's rights hereunder, and any sale by the LESSOR of the portion of this Property underlying the right-of-way herein granted shall be under and subject to the right of the LESSEE in and to such right-of-way.

13. LESSOR covenants that LESSEE, on paying the rent and performing the covenants shall peaceably and quietly have, hold and enjoy the leased Property.

14. 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 Property by the LESSEE as set forth above.

In the event LESSOR does not have clear title or authority as set forth herein or there are liens, judgments or impediments to LESSEE'S use, LESSEE may withhold rental payments until such time as LESSOR demonstrates that it has clear title or authority and/or there are no liens, judgments or impediments to LESSEE's use; or terminate this Lease immediately and LESSOR will return all rent paid by LESSEE.

15. 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,

8/9/96

BOS - N. Acton

controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the Parties.

16. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the Commonwealth of Massachusetts.

17. This Agreement may not be sold, assigned or transferred by the LESSEE without the prior approval or consent of the LESSOR except 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 Boston NECMA license area 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.

18. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Guy A. and Sheryl McKay
181 Grant Street
Lexington, MA 02173

LESSEE: Bell Atlantic NYNEX Mobile
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn.: Network Real Estate

With copy to: Bell Atlantic NYNEX Mobile
600 Unicorn Park Drive
Woburn, MA 01801
Attn.: Real Estate Manager

| 8/9/96

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

20. At LESSOR's option, this Agreement shall be subordinate to any mortgage by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage 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 Property 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, the LESSOR immediately after this Agreement is executed, will obtain and furnish to LESSEE, a non-disturbance agreement for each such mortgage in recordable form.

21. LESSOR agrees to execute a Memorandum of this Lease Agreement which LESSEE may record with the appropriate Registry of Deeds. 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.

22. In the event there is a default by LESSEE with respect to any of the provisions of this Agreement or any of its obligations under it, including the payment of rent, the LESSOR shall give LESSEE written notice of such default in accordance with the provisions of this Agreement. 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 however, that in instances where such default cannot reasonably be cured in

8/9/96

such thirty (30) day period, if LESSEE shall have commenced such cure within said thirty (30) day period and proceeds promptly to cure the same and prosecute such curing with due diligence, the time for curing such default shall automatically be extended by LESSOR for such period of time as may be necessary for LESSEE to complete such curing.

23. Lessor and Lessee agree that the Lessee may sublease, to any third party, any part of the tower to be constructed by Lessee, provided that such third party has entered into an agreement directly with Lessor to lease additional ground space for placement of its equipment building or other necessary appurtenances. In such event, all revenue generated from the sublease of the tower space shall be payable to Lessee and all revenue generated from the lease of the additional ground space shall be payable to Lessor.

(The next page is the signature page)

| 8/9/96

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals.

[Signature]
WITNESS

[Signature]
WITNESS

LESSOR: Guy A and Sheryl McKay

[Signature]
Guy A. McKay
Date: 8/12/96

[Signature]
Sheryl McKay
Date: 8/12/96

LESSEE: Cellco Partnership, by Bell Atlantic NYNEX Mobile, Inc., its managing general partner

[Signature]
WITNESS

[Signature]
By: Richard J. Lynch
Title: Executive Vice President & Chief Technical Officer

Date:

Acknowledgment Page Follows

COMMONWEALTH OF MASSACHUSETTS

BOS - N. Acton

MIDDLESEX, ss.

8/12, 1996

Then personally appeared the above-named GUY A. MCKAY and SWEETLY MCKAY, and acknowledged that the foregoing instrument was executed as their voluntary act and deed, before me.


Notary Public
James F. Connelley
My Commission expires: 7/20/01

STATE OF NEW JERSEY

Somerset, ss.

8 29, 1996

Then personally appeared the above-named Richard J. Lynch, and acknowledged that he is the Executive Vice-President and Chief Technical Officer of Bell Atlantic NYNEX Mobile, Inc., described in and which executed the foregoing instrument, and acknowledged that this instrument was signed as its voluntary act and deed.


Notary Public

My Commission expires:

MARTHA E. ZOUIDES
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 22, 1999

| 8/9/96

Exhibit 2

I

FIRST AMENDMENT TO LAND LEASE AGREEMENT
BETWEEN
CELLCO PARTNERSHIP
AND
GUY A. MCKAY AND SHERYL MCKAY

This First Amendment to Land Lease Agreement (hereinafter the "Amendment") is made this 10th day of November, 1997, between Guy A. McKay and Sheryl McKay, Husband and Wife, with a mailing address of 181 Grant Street, Lexington, Massachusetts 02173 (hereinafter the "Lessor"), and Cellco Partnership, a Delaware General Partnership, d/b/a Bell Atlantic NYNEX Mobile, with a principal mailing address of c/o Bell Atlantic NYNEX Mobile, Inc., 180 Washington Valley Road, Bedminster, New Jersey, 07921 (hereinafter the "Lessee").

WITNESSETH:

WHEREAS, Lessor is the owner of certain property located at 982-988 Main Street in the Town of Acton, Middlesex County, Commonwealth of Massachusetts, described in Deed Book 23165, Page 6158 as recorded in the Middlesex County South Registry of Deeds (hereinafter the "Property"); and

WHEREAS, Lessor entered into a Land Lease Agreement for the subject Property with Cellco Partnership, a Delaware General Partnership, d/b/a Bell Atlantic NYNEX Mobile on the 12th day of August, 1996 (hereinafter the "Lease Agreement"); and

WHEREAS, said Notice of said Lease Agreement was recorded with the Middlesex County South Registry of Deeds on the 11th day of October, 1996 at Book 26742, Page 078; and

WHEREAS, the Lease Agreement commenced on the 1st day of February, 1997; and

WHEREAS, Lessor and Lessee agree and desire to enter into the following amendment to the Lease Agreement; and

WHEREAS, Lessor and Lessee ratify and affirm the Lease Agreement, and Lessor acknowledges Lessee's proper election to so let a portion of Lessor's property under the Lease Agreement,

NOW THEREFORE, in consideration of the recitals which are incorporated herein and for other good and valuable consideration and intending to be legally bound hereby, Lessor and Lessee agree to the following changes, modifications and additions to the Lease Agreement:

The effective date for this Amendment is the ___ day of _____, 1997.

1. Page 3, Clause 4 of the Lease Agreement is hereby amended by deleting the word "three (3)" and replacing it with the word "five (5)" to read... "This Agreement shall automatically be extended for five (5) additional five (5) year terms..."

2. Page 3, Clause 5 of the Lease Agreement is hereby amended by adding the following to the end of the first sentence... "If further extended by mutual agreement of the parties, the rent for the fourth (4th) five (5) year extension term shall be increased to Twenty-Three Thousand Eighty-Six Dollars (\$23,086.00); If further extended by mutual agreement of the parties, the rent for the fifth (5th) five (5) year extension term shall be increased to Twenty-Six Thousand Five Hundred and Forty Nine Dollars. (\$26,549.00)."

3. Page 3, Clause 6 of the Lease Agreement is hereby amended by deleting the word "third (3rd)" and replacing it with the word "fifth (5th)" and shall read... "If at the end of the fifth (5th) five (5) year extension term..."

4. Page 9, Clause 23 of the Lease Agreement shall be deleted and hereby replaced with the following:

Lessor and Lessee agree that Lessee has the right to sublet any portion of the Property, without consent of Lessor to any third party. In the event Lessee does sublease the Property or any portion of it, any Sublessee shall pay an Annual Fee of Seven Thousand Two Hundred and 00/100 Dollars (\$7,200.00) to be paid in equal monthly installments of Six Hundred and 00/100 Dollars (\$600.00) directly to Lessor.

The Annual Fee shall be increased at the beginning of every extension term as follows: Eight Thousand Two Hundred Eighty and 00/100 Dollars (\$8,280.00) to be paid in equal monthly installments of Six Hundred Ninety and 00/100 Dollars (\$690.00) for the first extension term; Ten Thousand Three Hundred Fifty and 00/100 Dollars (\$10,350.00) to be paid in equal monthly installments of Eight Hundred Sixty-Two and 50/100 Dollars (\$862.50) for the second extension term; Eleven Thousand Nine Hundred Two and 00/100 Dollars (\$11,902.00) to be paid in equal monthly installments of Nine Hundred Ninety-One and 83/100 Dollars (\$991.83) for the third extension term; Thirteen Thousand Six Hundred Eighty-Eight and 00/100 Dollars (\$13,688.00) to be paid in equal monthly installments of One Thousand One Hundred Forty and 88/100 Dollars (\$1,140.66) for the fourth extension term; Fifteen Thousand Seven Hundred Forty-One and 00/100 Dollars (\$15,741.00) to be paid in equal monthly installments of One Thousand Three Hundred Eleven and 75/100 Dollars (\$1,311.75) for the fifth renewal term.

The Annual Fee shall be paid in equal monthly installments commencing on the date of issuance of a building permit for the Sublessee's improvements by the governmental agency charged with issuing such permits. The Annual Fee shall be paid in advance to Lessor, Guy A. McKay and Sheryl McKay, 181 Grant Street, Lexington, Massachusetts 02173; or such person, firm or place as Lessor may, from time to time, designate in writing at least thirty (30) days in advance of any payment date. Lessee shall not be responsible to Lessor for the collection or payments of rents by the Sublessee to Lessor and Lessee shall have no liability to the Lessor in the event of failure of payment by Sublessee.

In the event a Sublease Agreement is entered into by Lessee, Lessor, at the request of Lessee, agrees that Lessor will execute such acknowledgment and/or consent as may be required in order to confirm the direct payment obligation that might exist from the Sublessee to Lessor. Lessee shall provide written notification to Lessor of commencement of sublease.

Lessee shall have the sole right to determine whether it will sublease any space at the property or whether it will sublet to any specific third party. Lessee shall have no liability of any nature to Lessor for failure to sublease all or any part of the Property to any or all potential Sublessees.

The terms "sublease", "sublet", and "sublessee" shall apply where Lessee brings a third party on the Property which are the subject of the Lease for co-location at that site, whether by formal sublease, license or other instrument.

Except as modified herein, all other terms and conditions of the Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Amendment to be executed the day and year first above written.

LESSOR: Guy A. McKay and Sheryl McKay

Aimee Libens
WITNESS

Guy A. McKay 10-07-97
Guy A. McKay Date

Aimee B. Beems
WITNESS

Sheryl E. McKay 10-07-97
Sheryl McKay Date

LESSEE: CELLCO PARTNERSHIP,
By: Bell Atlantic NYNEX Mobile, Inc.,
its managing general partner

[Signature]
WITNESS

Richard J. Lynch 11/10/97
Richard J. Lynch Date
Executive Vice President and
Chief Technical Officer

Acknowledgment page follows:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS

Oct 7th 1997

Then personally appeared the above named Guy A. McKay and acknowledged the foregoing instrument to be his free act and deed before me.

Jeanette Warren-Young
Notary Public

My Commission Expires: Jeanette Warren-Young

NOTARY PUBLIC
My commission exp. Sept. 15, 2000

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS

Oct 7th 1997

Then personally appeared the above named Sheryl McKay and acknowledged the foregoing instrument to be her free act and deed before me.

Jeanette Warren-Young
Notary Public

My Commission Expires: Jeanette Warren-Young

NOTARY PUBLIC
My commission exp. Sept. 15, 2000

STATE OF NEW JERSEY

Somerset, SS

11-10, 1997

Then personally appeared the above-named Richard J. Lynch, and acknowledged that he is the Executive Vice President and Chief Technical Officer of Bell Atlantic NYNEX Mobile, Inc., managing general partner of Cellico Partnership, described in and which executed the foregoing instrument, and acknowledged that this instrument was signed as its voluntary act and deed.

Martha E. Zolides
Notary Public

My Commission Expires: _____

MARTHA E. ZOLIDES
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 22, 1999

Exhibit 3

That Guy A. McKay with a residence of 181 Grant Street, Lexington, Middlesex County, Massachusetts, hereinafter known as the Grantor, for less than one hundred dollars (\$100.00), paid and other good and valuable services, grants to the New England Telephone Company, a New York corporation having its principle place of business at 125 High Street, Boston, Suffolk County, Massachusetts hereinafter referred to as the Grantee, its successors and assigns forever, with quitclaim covenants, the right and easement to lay, operate, maintain, replace, add to and remove lines, and other appurtenances for the transmission of intelligence on, over and under land located on 982-988 Main Street, Acton, Middlesex County, Massachusetts, and described in a deed recorded with the Middlesex Southern District Registry of Deeds in Book 23168, Page 158 on May 10, 1993 and made a part hereto by reference.

The above granted rights being more particularly described as the right to lay, construct, reconstruct, relocate, operate, maintain, alter, renew, replace, add to and remove the necessary cables, wires, terminals, cabinets, pedestals, conduits, pipes, manholes, vaults, splice boxes, fixtures, repeaters, markers and/or other appurtenances that are or shall be required to install and operate a "Telephone Distribution System," on, over and under streets or ways within said property at 982-988 Main Street with permission to enter upon said premises for access thereto for all of the above purposes. There is further granted the right to install, inspect, operate, maintain, and replace all necessary wire, cables, conduits, terminals, pedestals and all usual appurtenances thereto, between said streets or ways and the communications tower located on 982-988 Main Street.

The exact location of said "system" to be determined by the Grantee with the approval of the Grantor and the location and scope of the easement granted by this instrument shall be confined to such installations, when made, and shall not include or apply generally to other areas of the property. The equipment shall be and remain the property of the Grantee, its successors and assigns.

Also granted, is the perpetual right and easement at any time and from time to time to clear and keep cleared that portion and areas of the premises wherein the system is located, of trees, roots, branches, shrubs, brush, bushes, structures, objects and surfaces as may, in the opinion of the Grantee, its successors and assigns, interfere with the safe and efficient operation and maintenance of said system.

The Grantee, for itself, its successors and assigns, further agrees that they will restore the surface disturbed by them in the exercise of the rights herein granted substantially to the same condition as existed prior to its being disturbed.

IN WITNESS WHEREOF, Guy A. McKay, has caused these presents to be executed this _____ day of _____ 2000.

Guy A. McKay

COMMONWEALTH OF MASSACHUSETTS

County of _____ ss _____ day of _____ 2000.

Then personally appeared the above named Guy A. McKay, and acknowledged the foregoing instrument to be his free act and deed, and the free act and deed of Guy A. McKay, before me.

My Commission Expires:

Notary Public (Signature)

Notary Public (Printed)

Exhibit A

Bell Atlantic Mobile
180 Washington Valley Road
Bedminster, NJ 07921



Certified Mail - Return Receipt Requested
Article No. P 964 532 852

January 8, 1999

To: ^{McKay Sheryll McKay}
Guy A. McCay and Sheryl McCay
181 Grant Street
Lexington, MA 02173

Re: BOS N. ACTON (BAM) ^{McKay Sheryll McKay}
Land Lease Agreement between Guy A. McCay and Sheryl McCay, and Celco
Partnership dated August 12, 1996, as amended with respect to property at 982-
988 Main Street, Acton, MA

Dear Sir or Madam:

Bell Atlantic Mobile ("BAM") and Crown Castle International Corp., one of the preeminent tower management companies in the industry, have agreed to form a joint venture tower company (the "Venture"). Accordingly, BAM intends to transfer all of its right, title, interest and obligation in the above-described Site, including the above-described Agreement and any amendments thereto (collectively the "Agreement"), to the Venture, which will become the other party to it. The Venture will be operating and managing over a thousand towers using professionals experienced in the management of towers and related real estate.

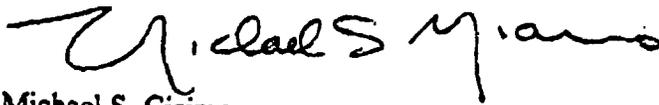
The Venture is not seeking to modify any existing rights with respect to the premises enjoyed by BAM. BAM and any present sublessees of BAM will continue to occupy the premises in the same manner as they are presently using it. However, by virtue of the assignment of the Agreement from BAM to the Venture, BAM will become a sublessee of the Venture at the premises, and any sublessees of BAM at the premises will become sub-sublessees. As used in this letter, the terms sublessee, subleasing, sub-sublessee and sub-subleasing" includes any arrangement by which BAM and/or a third party co-locates at the premises which is the subject of the Agreement whether that is by a sublease, license, easement or any other agreement.

Upon closing of the transaction described above, the Venture will become responsible for all obligations under the lease and accept all payments. Shortly before the closing you will receive a follow-up letter providing contact and address information. By this letter, BAM requests your consent to the assignment of all of BAM's right, title,

interest and obligation to the Agreement (including the premises described therein) in connection with the transfer, and your consent to the subleasing and/or sub-subleasing.

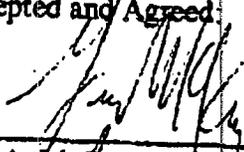
Please indicate your consents by executing this letter in the space provided below where indicated and returning the same to Michael S. Giaimo, Esq. at Robinson & Cole LLP, One Boston Place, Boston, MA 02108 in the enclosed self-addressed stamped envelope. If you have any questions, please contact Michael S. Giaimo at (617) 557-5959.

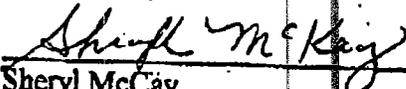
Very truly yours,



Michael S. Giaimo
Robinson & Cole LLP
Attorney for Bell Atlantic Mobile

Accepted and Agreed:



Guy A. McKay

Sheryl McKay
Sheryl McKay
Enclosure

Exhibit 5

BK 30460PG582

6 1.50

MEMORANDUM OF ASSIGNMENT

This Memorandum of Assignment is entered into by and between CELLCO PARTNERSHIP, a Delaware General Partnership, d/b/a Bell Atlantic Mobile ("Assignor"), with an office c/o Bell Atlantic Mobile, 180 Washington Valley Road, Bedminster, NJ 07921 and CROWN ATLANTIC COMPANY LLC, a Delaware limited liability company with an office at 510 Bering, Suite 500, Houston, TX, 77057 ("Assignee").

1. Assignor (as lessee, assignee, or grantee) entered into a lease agreement or other instrument ("Agreement") with the owner, lessor, or grantor (the "Property Owner") both as referred to or indicated on Exhibit "A" attached hereto (the "Exhibit"), which conveyed or created an interest in such land and/or improvements ("Property") of the Property Owner as described in, indicated by or referenced in the deed or document recorded at the recording reference (book and page) stated in the Exhibit of the applicable land records for the jurisdiction in which the Property is located, as also stated in the Exhibit, in the Commonwealth of Massachusetts. The date of the Agreement and the term of the Agreement, including the number of renewal terms, is indicated in the Exhibit. The Agreement conveys an interest in a portion of the Property to Assignor (the "Premises") as described in the Agreement.
2. Assignor and Assignee entered into an assignment instrument ("Assignment") on the 31st day of March, 1999, whereby Assignor transferred, assigned and conveyed its interest in the Agreement to Assignee. To the extent a consent of Property Owner to such Assignment was required by the Agreement, Assignor has obtained such consent. By virtue of the Assignment, Assignee has succeeded to all rights and obligations of the Assignor under the Agreement. The terms, covenants and provisions of the Agreement extend to and are binding upon the respective successors and assigns of Assignor and Assignee. Copies of the Assignment and the Agreement are on file in the offices of Assignor and Assignee.
3. The undersigned Vice President of Bell Atlantic Mobile, Inc. states that (A) Bell Atlantic Mobile, Inc. is a partner of the Assignor partnership, (B) this Assignment is made in the usual course of business of the Assignor partnership, and (C) this Assignment does not constitute an act requiring the action of all the partners of the Assignor partnership.
4. This Memorandum of Assignment is intended to give record notice of both the Agreement (to the extent notice was not previously recorded and is not prohibited by the terms of the Agreement) and the Assignment and of the rights created thereby, all of which are hereby ratified and confirmed in all respects by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Assignment.

{remainder of page intentionally left blank}
signature pages for both Assignor and Assignee follow}

MSD 07/26/99 01:06:57 610 13.50

BK 30460PG583

ASSIGNOR:

CELLCO PARTNERSHIP
By Bell Atlantic Mobile, Inc.
Its managing general partner

Amy Jo King
Witness

By: A. J. Melone
Name: A. J. Melone
Title: Vice President Network Planning
And Administration

[remainder of page intentionally
left blank; Assignee's
signature appears on page 3]

BK30460PG584

ASSIGNEE:

CROWN ATLANTIC COMPANY LLC

By: _____

J.P. Kelly
John P. Kelly

Title: Executive Vice President

[remainder of page intentionally
left blank; notary blocks
for both Assignor and Assignee follow]

BK 30460PG585

INDIVIDUAL ACKNOWLEDGMENT

State of New Jersey

County of Somerset

On this 22nd day of March, 1999, before me appeared Anthony J. Melone, to me personally known, who, being by me duly sworn, did say that he is Vice President of Network Planning and Administration of Bell Atlantic Mobile, Inc., a corporation, managing general partner of Cellco Partnership, and that said instrument was signed on behalf of said corporation and partnership, and said Anthony J. Melone acknowledged said instrument to be his free act and deed, and the statements contained therein to be true.

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.

Amy Jo King

Notary Public

My commission expires:

AMY JO KING
Notary Public of New Jersey
My Commission Expires March 18 2002

BK 30460PG587

Exhibit A

Site Name BOS NORTH ACTON (BAM)

Location

Site Address 1: 982-988 MAIN STREET

Site Address 2: ROUTE 27

County: MIDDLESEX

Lot/Block (if available): _____

Tax Map (if available): _____

Property Owner

Name: GUY A. McKAY AND SHERYL McKAY

Address 1: 181 GRANT STREET

Address 2: _____

City, State, Zip: LEXINGTON MA. 02173-

Title aquired by deed or other conveyance instrument recorded in: (Deed/Book/Vol) DB 23165/ P 0158

Lease Agreement (or other instrument)

Agreement Date: 8/12/96

Initial Term Expiration 1/31/02

Renewal Terms: 5/5 YR

*Memorandum of lease recorded Middlesex South North Deeds
Book 26742 Page 79.*

Exhibit 6

**DUVAL,
BELLONE &
CRANFORD, P.C.**
-ATTORNEYS AT LAW-

Earl W. Duval
E-mail: Earl@dbc-law.org

February 14, 2002

VIA FEDERAL EXPRESS

Mr. and Mrs. McKay
181 Grant Street
Lexington, MA 02173

Re: Our Client: Crown Castle International
Site: 982-988 Main Street, Acton, MA

Issue: Easement with Verizon Landline for Telephone Lines

Dear Mr. and Mrs. McKay:

This office has been retained by Crown Castle International (hereinafter referred to as "CAC") to assist in the negotiation, preparation and execution of an Easement Agreement permitting Verizon Landline to run necessary telephone lines to the Site.

The Land Lease provides "... the non-exclusive right for ingress and egress ... for the installation and maintenance of underground utility wires, cables, conduits and pipes under or along a fifteen (15) foot wide right-of-way extending from the nearest public right-of-way, Main Street," and "[I]n the event any public utility is unable to use the aforementioned right-of-way, the LESSOR hereby agrees to grant a substitute right-of-way either to the LESSEE or the public utility at no cost to the LESSEE." *See Land Lease, Paragraph 1, Page 1.*

Any refusal to grant the telephone company an Easement for telephone lines is a breach of the Lease Agreement.

On behalf of CAC, a request is hereby made that you adhere to the terms of the Land Lease and execute an Easement with Verizon Landline for the installation of telephone lines. I have enclosed a copy of the Easement for your review and execution. Upon execution, please return the Easement to my attention.

If you refuse to execute an Easement, CAC may be left with no alternative but to file a lawsuit in Superior Court for Temporary and Permanent Injunction, requesting that the Court provide us with an Order enforcing our rights under the Land Lease to install telephone lines. If this becomes necessary, we may allege "bad faith," setting forth the history of the

TEL: (781) 279-9876

245 North Street
Stoneham, MA 02180
www.dbc-law.org

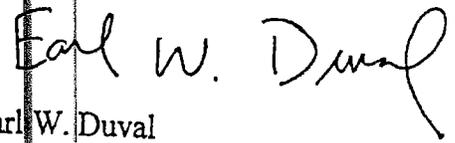
FAX: (781) 279-9898

communications between the parties and we will seek monetary damages for your interference with the operations of our Site, including attorney fees, costs and interest.

Please provide a copy of this letter and a copy of the executed Land Lease to your attorney and request that he/she contact me immediately to discuss.

I am hopeful that we can quickly resolve this matter without the necessity of filing a lawsuit in Superior Court.

Very truly yours,
Duval, Bellone & Cranford, P.C.



Earl W. Duval
Attorney at Law

EWD/lc

cc: James Valeriani
Crown Castle Atlantic, LLC

Jeff Barbadora
Crown Castle Atlantic, LLC

file ↓

Exhibit 7

7

**DUVAL,
BELLONE &
CRANFORD, P.C.**

-ATTORNEYS AT LAW-

Earl W. Duval
E-mail: Earl@dbc-law.org

April 8, 2002

VIA FEDERAL EXPRESS

Mr. and Mrs. McKay
181 Grant Street
Lexington, MA 02173

Re: **Our Client: Crown Castle International**
Site: 982-988 Main Street, Acton, MA

- Issues:
1. **Easement with Verizon Landline for Telephone Lines**
 2. **Access to Site: 24 Hours Per Day, 7 Days Per Week**

Dear Mr. and Mrs. McKay:

It was nice to meet both of you at the Site visit on Wednesday, March 20, 2002. Both Crown Castle International ("CAC") and myself appreciate your time and willingness to resolve this matter.

As you know, the issues that must be resolved are as follows:

1. The negotiation, preparation and execution of an Easement Agreement permitting Verizon Landline to upgrade the existing telephone lines in the existing conduit;
2. If the Cell Site Cabinet ("CSC") unit is located within the leased property, i.e., inside the fenced compound, does this interfere with your ability receive future revenue;
3. If CAC locates the CSC unit inside its leased property, i.e., inside the fenced compound, are you entitled to any additional revenue; and
4. CAC's right, and the right of all Carriers located at the Site, to access the Site twenty-four (24) hours per day, seven (7) days per week.

I am in receipt of your letter dated March 25, 2002 that sets forth five (5) questions. I am also in receipt of the following documents from you: (1) Sub-Lease Agreement between Bell

TEL: (781) 279-9876

245 North Street
Stoneham, MA 02180
www.dbc-law.org

FAX: (781) 279-9898

Atlantic Mobile and Cellular One; (2) License Supplement between Bell Atlantic Mobile and Nextel; (3) License Agreement between Bell Atlantic Mobile and Omnipoint; (4) Correspondence dated January 8, 1999 from Bell Atlantic Mobile to Guy and Sheryl McKay; (5) Correspondence dated February 23, 1999 from Bell Atlantic Mobile to Guy and Sheryl McKay; (6) Correspondence dated April 1, 1999 from Crown Atlantic Company LLC to Guy and Sheryl McKay; and (7) Correspondence dated May 24, 1999 from Guy McKay to Crown Atlantic Company LLC.

I have reviewed all of the documents that you provided along with all the documents in CAC's file. I will reference the documents, where relevant, in my analysis to follow.

First, let me respond to the five (5) questions in your letter dated March 25, 2002.

1. *Does this easement require a permit from the Town of Acton?*

CAC Answer: No.

2. *Does this easement have to go inside the fence, as it would interfere with us receiving future revenue?*

CAC Answer: The CSC unit will be located within CAC's leased area, which is all the area located inside the fenced compound. The easement runs from Main Street to the fenced compound.

3. *Will there be any construction if the conduit underground is too small?*

CAC Answer: The existing conduit is not too small.

4. *It is our understanding that this communication system placed on private land includes consideration.*

CAC Answer: The CSC unit will be located within CAC's leased area, which is all the area located inside the fenced compound. CAC already pays you for this leased area.

5. *Please provide a time line from the engineers at Verizon – New England for this system.*

CAC Answer: Two (2) days.

Second, let me set forth and reiterate CAC's position regarding CAC's rights under the Land Lease Agreement ("Land Lease") executed between Bell Atlantic NYNEX Mobile ("Bell Atlantic") and Guy and Sheryl McKay dated August 12, 1996 which was later assigned to CAC regarding CAC's repeated requests that you execute an Easement Agreement with Verizon

Landline permitting Verizon Landline to upgrade the existing telephone lines in the existing conduit.

The Land Lease provides "... the non-exclusive right ... for the installation and maintenance of underground utility wires, cables, conduits and pipes under or along a fifteen (15) foot wide right-of-way extending from the nearest public right-of-way, Main Street, to the demised premises..." *See Exhibit 1, Copy of Land Lease, Paragraph 1, Page 1.*

As you know, the conduit already exists. Verizon Landline simply needs to install an additional telephone line in the existing conduit. The Land Lease provides CAC with the undisputable right for the installation and maintenance of the wires and conduits from Main Street to its leased property. Your continued refusal to execute an easement with Verizon Landline so that the maintenance of the telephone lines can be performed is a breach of the Lease Agreement.

Third, let me set forth and reiterate CAC's position regarding CAC's rights under the Land Lease regarding CAC's right to use the land located inside the fenced compound.

The Land Lease states that "LESSOR hereby leases to LESSEE that certain parcel of property (hereinafter called Property), located at 982-988 Main Street, Acton, Massachusetts, and being described as a parcel containing about 3600 square feet, as shown on the attached Exhibit "A1", and being further..." *See Exhibit 1, Copy of Land Lease, Paragraph 1, Page 1.*

Numbered paragraph 7 of the Land Lease states that "LESSEE shall use the Property for the purpose of constructing, maintaining and operating a Communications Facility and uses incidental thereto together with one (1) antenna structure and all necessary connecting appurtenances. A security fence consisting of chain link construction ... may be placed around the perimeter of the Property at the discretion of LESSEE (not including the access easement)." *See Exhibit 1, Copy of Land Lease, Paragraph 7, Page 3.*

Numbered paragraph 3 of the Land Lease sets forth the rental amount paid by CAC to you for the lease of the parcel containing about 3600 square feet of land that is surrounded by a chain link fence. *See Exhibit 1, Copy of Land Lease, Paragraph 3, Page 2.*

It is undisputable that CAC leases from you for a monthly rental fee a fenced in compound consisting of approximately 3600 square feet of land that CAC may use to maintain and operate its Communications Facility. Thus, it is CAC's position that it has the absolute right to locate its CSC Unit wherever it chooses within the fenced in compound.

Fourth, let me set forth and reiterate CAC's position regarding your claim that locating the CSC Unit within the fenced compound would interfere with your potential for any future revenue.

Numbered paragraph 4 of the First Amendment to Land Lease Agreement ("First Amendment") states that "Page 9, Clause 23 of the Lease Agreement shall be deleted and hereby replaced with the following: Lessor and Lessee agree that Lessee has the right to sublet any portion of the Property, without consent of Lessor to any third party. In the event Lessee does sublease the Property or any portion of it, any Sublessee shall pay an Annual Fee of Seven Thousand Two Hundred and 00/100 Dollars (\$7,200.00) to be paid in equal monthly installments of Six Hundred and 00/100 Dollars (\$600.00) directly to Lessor." *See Exhibit 2, Copy of First Amendment to Land Lease, Paragraph 4, Page 2.*

Further, numbered paragraph 4 of the First Amend states "Lessee shall have the sole right to determine whether it will sublease any space at the property or whether it will sublet to any specific third party. Lessee shall have no liability of any nature to Lessor for failure to sublease all or any part of the Property to any or all potential Sublessees." *See Exhibit 2, Copy of First Amendment to Land Lease, Paragraph 4, Page 3.* Additionally, numbered paragraph 4 states "The terms 'sublease', or 'sublet', and 'sublessee' shall apply where Lessee brings a third party on the Property which are the subject of the Lease for co-location at that site, whether by formal sublease, license or other instrument." *See Exhibit 2, Copy of First Amendment to Land Lease, Paragraph 4, Page 3.*

As stated above, CAC has the absolute right to locate whatever it chooses within the fenced in compound. Please note and recall that Clause 23 of the Lease Agreement was replaced by numbered paragraph 4 of the First Amendment that provides Crown with the right to sublet any portions of the property and sets forth the annual fee to be paid to you for said subletting. The First Amendment clearly states that you are only entitled to additional rent if CAC enters into a sublease agreement with any third party. Please understand that CAC only makes money by subleasing space at the property and wants nothing more than to enter into as many sublease agreements as possible.

Fifth, let me set forth and reiterate CAC's position regarding CAC's rights under the Land Lease regarding CAC's right and the right of all carriers located at the Site to access the Site twenty-four (24) hours per day, seven (7) days per week.

The Land Lease provides for a "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 ..." *See Exhibit 1, Copy of Land Lease, Paragraph 1, Page 1.* Any refusal to permit access to the Site seven (7) days a week, twenty-four (24) hours a day by CAC or any Carriers located at the Site is a breach of the Lease Agreement.

The documents that you provided to me are agreements between Bell Atlantic Mobile and three (3) different Carriers. You are not a party to any of these agreements. You derive no rights from the agreements.

On behalf of CAC, a request is hereby made that you adhere to the terms of the Land Lease and execute an Easement with Verizon Landline for the installation of telephone lines. At

that time CAC will locate its CSC unit within its leased fenced in compound. Further, CAC requests that you provide access as agreed to in the Lease Agreement.

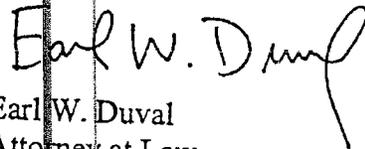
CAC has gone to great lengths to resolve this amicably and has done so over a period of almost two (2) years. Your continued refusal to adhere to terms and conditions of the Lease Agreement has put CAC in a difficult position with its Tenants located on the Tower.

If you refuse to execute an Easement and/or fail to provide access, CAC may be left with no alternative but to file a lawsuit in Superior Court for Temporary and Permanent Injunction and Declaratory Relief requesting that the Court provide us with an Order enforcing our rights under the Land Lease to install the telephone lines. If this becomes necessary, we may allege "bad faith," setting forth the history of the communications between the parties and we will seek monetary damages for your interference with the operations of our Site, including attorney fees, costs and interest.

With all do respect, and in light of the number of times that we have discussed the issues set forth in this letter, I do not believe that you fully understand the issues, the Agreements and/or CAC's requests. Thus, CAC requests that you please seek the assistance of an attorney and provide him/her with a copy of this letter and a copy of the executed Land Lease and First Amendment.

I am hopeful that we can quickly resolve this matter without the necessity of filing a lawsuit in Superior Court.

Very truly yours,
Duval, Bellone & Cranford, P.C.



Earl W. Duval
Attorney at Law

EWD/lc

cc: James Valeriani
Crown Castle Atlantic, LLC

Jeff Barbadora
Crown Castle Atlantic, LLC

file

Exhibit 8

**DUVAL, BELLONE,
CRANFORD & CELLI, P.C.**

-ATTORNEYS AT LAW-

Earl W. Duval
E-mail: Earl@dbc-law.org

VIA FEDERAL EXPRESS

July 12, 2002

Francis A. DiLuna
Murtha, Cullina, Roche, Carens & DeGiacomo
600 Unicorn Park
Woburn, MA 01801-3343

RE: Crown v. McKays

Crown's North Acton Communications Site

Dear Attorney DiLuna:

Thank you for your letter of July 8, 2002. My client, Crown Castle Atlantic ("Crown"), has tried to resolve the utility easement and site access issues with the McKays for over two (2) years. Crown repeatedly requested that the McKays seek legal counsel regarding these issues and was finally left with no choice but to have me prepare the Complaint you reviewed. As a courtesy, and to give the McKays time to obtain counsel, we have not yet filed the Complaint.

The Complaint was mailed to the McKays twice with a full set of exhibits. I regret that you did not receive the exhibits, leaving you with an incomplete view of the situation. I have enclosed a set of copies of the numbered exhibits referred to in the Complaint, along with correspondence from this office to your clients, with this letter.

I stand by the facts and assertions in the Complaint. Regarding the easement, it is very clear in Paragraph One (1) of the Lease that the McKays granted Crown a right-of-way easement "...for the installation and maintenance of underground utility wires, cables, conduits, and pipes..." The easement that Verizon would like the McKays to sign is simply a formality. I understand your clients' hesitation with regard to the nature of this easement and I will propose the idea of an alternative, including the suggestions you discussed with my associate, Kelly, to Verizon and Crown. Hopefully, we can craft an agreement that will please all parties involved.

Regarding the issue of subleasing and additional revenues, the McKays signed a First Amendment to Land Lease Agreement on October 7, 1997 that allowed its lessee (now Crown) to sublease tower and ground space, so long as the subtenants pay a yearly fee directly to the McKays. In addition to the annual rent of fifteen thousand one hundred eighty dollars (\$15,180.00) Crown pays the McKays, each of Crown's subtenants that do not have separate

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land leases with the McKays (Omnipoint, Nextel, Cingular, and Sprint) pay the McKays an annual fee of eight thousand two hundred eighty dollars (\$8,280.00). This results in total yearly revenues to the McKays in this first extension period of forty-eight thousand three hundred dollars (\$48,300.00). The McKays receive additional amounts from AT&T for a separate ground lease near the tower. These revenues are due to increase with each lease term extension.

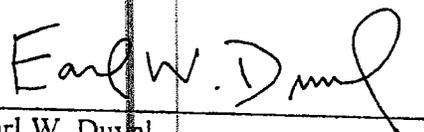
What Crown proposes now, and really needs, is simply an upgrade. Verizon will install new fiber optic telephone lines through the existing conduit to the leased parcel and Crown will install a five (5) by four (4) foot cabinet on its leased parcel to effectuate the upgrade for its current tower tenants. I am confident that you and your clients will find that Crown's proposal is well within its rights and I hope that your clients will avoid forcing Crown to pursue further legal action to enforce these rights.

We should also address the issue of access. Repeated access problems, in my opinion, necessitate a comprehensive access policy that works for all Parties. The McKays agreed to provide seven (7) day a week, twenty-four (24) hour a day access and they have not upheld this obligation. However, of recent, I am told that there have not been any access issues.

My clients and I understand and respect the sensitive nature of the McKay's business. While the issue of vegetation management should have been raised during lease negotiation, my clients will do everything possible not to interfere with the certification of the McKay's organic farm.

After you have reviewed the above with your clients, and I have approached Verizon about the easement, perhaps we should meet to resolve these issues. I am certain that we can come to a resolution that is mutually acceptable to our clients. I look forward to speaking with you. Thank you.

Very truly yours,
Duval, Bellone, Cranford & Celli, P.C.



Earl W. Duval
Attorney at Law

Enclosure

cc: Nick Parrish, Crown Castle USA
Jim Valeriani, Crown
Jeff Barbadora, Crown
File

EXH 7

**DUVAL, BELLONE,
CRANFORD & CELLI, P.C.**

-ATTORNEYS AT LAW-

Earl W. Duval
E-mail: Earl@dbc-law.org

November 7, 2002

Francis A. DiLuna, Esquire
Murtha, Cullina, Roche, Carens & DeGiacomo
Attorneys at Law
600 Unicorn Park Drive
Woburn, MA 01801-3343

RE: Crown's North Acton Communications Site

Dear Attorney DiLuna:

In a continuing effort to address your clients' concern regarding the scope of the proposed easement for the fiber optic upgrade at the referenced site, I have been working on behalf of my client with Verizon New England, Inc. to draft an easement that is more narrowly tailored to reflect the required service for a wireless telecommunications facility.

To address your clients' specific concern regarding the duration of the proposed Easement, I am enclosing an easement form that has been provided to me from Verizon New England, Inc. that provides, *inter alia*, "[i]f and/or when telephone or telecommunications service is no longer required to serve the telecommunications tower..., it is agreed that the Grantee shall notify the Grantor in writing, within ninety days of such occurrence. It is further agreed that the Grantee...shall execute and deliver unto the Grantor, a Release of Easement..." I think that you will agree that the provisions set forth in paragraph 6 of the enclosed Easement Agreement addresses your clients' concern that the Easement only continue for the period that service is required for the wireless telecommunications tower.

As has been previously discussed and noted to you in my prior correspondence, my client proposes a simple upgrade of the existing services to the referenced site. Verizon New England, Inc. will install new fiber optic telephone lines through the existing conduit to the leased parcel and my client will install a five (5) by four (4) foot cabinet on its leased parcel to effectuate the upgrade for its current tower tenants.

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Francis A. DiLuna, Esquire

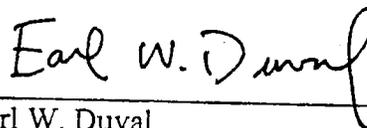
November 7, 2002

Page 2

I think that we can both agree that the necessity of a formal meeting with the respective clients is unnecessary. It was unfortunate that the unproductive nature of the initial discussions necessitated the preparation of such a comprehensive draft Complaint, but such action was essential to providing the impetus to your clients to seek the assistance of counsel. I think that we are now in a position to prepare an agreement that satisfies the needs and interests of all the parties involved.

After you have an opportunity to review the enclosed Easement Agreement with your clients, please contact me to discuss the enclosed document. I look forward to speaking with you. Thank you.

Very truly yours,
Duval, Bellone, Cranford & Celli, P.C.



Earl W. Duval
Attorney at Law

Enclosure

cc: Jeff Barbadora, Crown Atlantic Company, LLC
Jim Albiani, Crown Atlantic Company, LLC
File ✓

EASEMENT

KNOW ALL MEN BY THESE PRESENTS that **Guy A. McKay and Sheryll E. McKay, husband and wife**, as tenants by the entirety, having a mailing address of 181 Grant Street, Lexington, Massachusetts 02173 (hereinafter referred to as the "Grantor"), in consideration of the mutual covenants herein contained, hereby grants to **Verizon New England Inc.**, a New York corporation having its usual place of business at 185 Franklin Street, Boston, Massachusetts 02110, its successors and assigns, (hereinafter referred to as the "Grantee"), a non-exclusive right, privilege and easement for the sole purpose of locating, relocating, erecting, upgrading, constructing, reconstructing, installing, operating, maintaining, patrolling, inspecting, repairing, replacing, altering, extending, and/or removing underground telecommunication cables and lines for communication, microwave and/or electricity and any necessary manholes, handholes, equipment, poles, appurtenances and attachments incidental thereto for all the above purposes within, along, under and across the hereinafter described portion of Grantor's land.

Said Grantor's land is located on 982-988 Main Street in the Town of Acton, County of Middlesex, Commonwealth of Massachusetts and being described in a deed recorded with the Middlesex (South) County Registry of Deeds at Book 32911, Page 092.

1. The herein granted right and easement is more particularly described as that certain strip of land situated within and along a portion of said Grantor's land for Grantee to install the necessary, cables, wires, conduit, equipment and facilities as described above to be owned, operated and maintained by said Grantee for the transmission and distribution of intelligence and communication by electricity or otherwise to specifically to serve the telecommunication tower, various equipment and equipment shelters located within Grantor's property, all as substantially shown on a sketch which is incorporated herein by reference, a copy of which is in possession of each party, (hereinafter "Easement Area"). It is also agreed that any cables, lines, equipment and appurtenant facilities and each and every part thereof, whether fixed to the realty or not, shall be and remain the property of the Grantee, its successors and assigns, as its interest appears.

2. It is agreed that the exact location of the facilities shall be established by the installation and placements of said facilities within said easement area. It is mutually agreed that the parties shall not unreasonably interfere with each other's use of the Easement Area. Grantor shall have the right to use the Easement Area herein granted for any purpose not inconsistent with the rights granted to Grantee hereunder.

3. Upon the request of the Grantor, Grantee agree to relocate the Easement Area and all facilities thereon or thereunder to another portion of Grantor's land, provided that (i) the proposed new easement area is reasonably adequate for the Grantee's purposes and is mutually satisfactory to both parties; and (ii) Grantor shall pay all costs of such relocation and obtain all necessary permits and approvals therefor.

4. If at any time Grantee shall do or cause to be done, and damage as the result of Grantee's construction, installation, excavation, maintenance, repair, replacement, reconstruction or relocation activities as permitted hereunder, Grantee, at its sole cost and expense, shall restore said damaged area to the same condition that existed just prior to such damage.

5. Grantee shall have the right of ingress and egress to pass by foot or motor vehicle of any type over the herein-mentioned premises of the Grantor insofar as the same is necessary for the purposes stated herein to exercise the rights set forth herein; provided that such passage shall not unreasonably interfere with Grantor's ingress and egress.

6. If and/or when telephone or telecommunication service is no longer required to serve the telecommunications tower, equipment and equipment shelters located within Grantor's premises, it is agreed that the Grantee shall notify the Grantor in writing, within ninety days of such occurrence. It is further agreed that the Grantee, as soon as possible thereafter shall execute and deliver unto the Grantor, a Release of Easement relinquishing and releasing any and all rights, privileges and easements granted hereunder.

7. The Grantee shall have the right to trim and cut trees and underbrush and, if necessary, completely remove trees and underbrush in the easement area to the extent necessary to operate and maintain the equipment and to prevent damage to the equipment or injury to Grantee's agents or employees, provided however that the Grantee shall not use herbicides to clear vegetation.

8. Further, the Grantee shall have the right to connect the lines and equipment with the poles, conduits, cables and wires which are located or which may be placed upon and under the public ways or streets within, adjacent or contiguous to Grantor's land provided that the lines and equipment shall service Grantor's land only.

9. Any notice required to be given hereunder shall be mailed, certified mail, return receipt requested, or hand delivered, if to the Grantor at 181 Grant Street, Lexington, Massachusetts 02173 and if to the Grantee at Verizon New England Inc., Attn: Right of Way, 15 Chestnut Street, Worcester, Massachusetts 01609. The names and addresses may be changed by either party at any time by giving notice each to the other in the manner provided in the preceding sentence.

For Grantor's title, see deed from to Guy A. McKay to Guy A. McKay and Sheryll E. McKay dated May 22, 2001 and recorded with the South District Middlesex County Registry of Deeds at Book 32911, Page 092.

IN WITNESS WHEREOF, the said Guy A. McKay and Sheryll E. McKay have caused their respective signatures to be hereto affixed this _____ day of _____, 2002.

Guy A. McKay

Sheryll E. McKay

COMMONWEALTH OF MASSACHUSETTS

County of _____, ss. _____, 2002

Then personally appeared the above named Guy A. McKay and Sheryll E. McKay who acknowledged the foregoing instrument to be their free act and deed, before me,

Notary Public
My Commission expires: