

**NORTH MAIN STREET WATER TOWER**

**COMMUNICATIONS EQUIPMENT SITE**

**LEASE AGREEMENT**

**BETWEEN**

**THE CITY OF MONROE, OHIO, AN OHIO MUNICIPAL  
CORPORATION**

**AND**

**NEW PAR, A DELAWARE PARTNERSHIP**

**d/b/a**

**VERIZON WIRELESS**

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## COMMUNICATIONS EQUIPMENT SITE LEASE AGREEMENT

THIS COMMUNICATIONS EQUIPMENT SITE LEASE AGREEMENT ("Lease or Agreement") is made and entered into this 3 day of Jan., 2017, between the City of Monroe, Ohio, an Ohio Municipal Corporation ("Landlord"), and New Par, a Delaware partnership, d/b/a Verizon Wireless ("Tenant").

WHEREAS, the execution of this Lease has been duly authorized by Ordinance No. 2016-14 passed by the Council of the City of Monroe on July, 12, 2016.

NOW, THEREFORE, in consideration of the mutual promises and benefits contained herein, the parties agree as follows:

### **AGREEMENTS**

#### **1. LEASED PREMISES**

1.1. Landlord is the owner of an approximately 2.5 acre tract of real property located at North Main Street in Monroe, Ohio 45050, upon which is located a combined water storage and distribution tank facility hereinafter known as the North Main Street Water Tank (or Water Tank), all as more fully described in attached Exhibit A ("Landlord's Parcel"). The total acreage of the Landlord's Parcel is approximate for the purposes of this section of the Agreement only. For a more accurate and precise account of the acreage, please see Exhibit A and its attachments.

1.2. Landlord leases to Tenant, and Tenant leases from Landlord a portion of the outside surface of the Water Tank and certain interior and/or exterior space at the Water Tank consisting of an approximately forty-seven feet by twenty-seven feet (47' x27') area (total of approximately one thousand four hundred forty square feet (1,440 SF)), all as specifically described in attached Exhibit B (hereinafter known as the "Leased Premises"). The total square footage of the Leased Premises is approximate for the purposes of this section of the Agreement only. For a more accurate and precise account of the Leased Premises, please see Exhibit B. Detailed drawings showing the portion of Tenant's occupancy of specific outside space on Landlord's Water Tank and the Tenant's occupancy of specific interior and/or exterior space at the Landlord's Water Tank are represented on Exhibit B as attached. Tenant's wireless communications facilities, equipment and antenna(e) deployed in/on the Leased Premises (the "Communications Equipment") shall be described with specificity and attached hereto as "Exhibit C-1 and Exhibit C-2." Landlord also grants to Tenant the use of a non-exclusive approximately twenty-one foot (21') wide Access and Utility Easement on, under and upon other portions of Landlord's Parcel as well as the right to use Landlord's existing access easement to North Main Street. Such Easements are further described in Paragraph 5 of this Lease (and depicted on "Exhibit D" attached hereto). No collocated telecommunications equipment or sublease of space of any kind shall be permitted on the Leased Premises without Landlord's express written consent in regard to such collocation and/or sublease, all as may be further described in Paragraph 17 herein.

## 2. USE

The Leased Premises will be used for the purpose of Tenant's installing, constructing, operating, maintaining, repairing, inspecting, and removing the equipment comprising Tenant's "Communications Equipment," as defined below. Such includes, but is not limited to, the following:

- Tenant's wireless communications equipment including telecommunications equipment consisting of base station(s), wireless communication equipment, antennas, remote radio heads, switch(es), power supply(ies), battery(ies), and accessories;
- Tenant's coaxial cable or other communication service lines (either underground or installed internally within the Leased Premises), mounting and grounding hardware.

The above-described Communications Equipment and any equipment contained therein, and lines may be installed by Tenant or by any of Tenant's agents or contractors. Tenant has the right to make alterations at its sole cost and expense to Tenant's Communications Equipment from time to time as Tenant determines to be necessary or desirable with the prior approval of Landlord, which approval shall not be unreasonably withheld or delayed. Tenant further has the obligation, with Landlord's prior approval, to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state, or local mandated application, including but not limited to, emergency 911 communication services.

Additionally, in connection with the foregoing, Tenant understands, acknowledges and agrees that Landlord's operation of the Water Tank, is an integral part of the regional water supply system. Tenant further understands, acknowledges and agrees that all construction and building plans for the Communications Equipment must be submitted for prior approval, in writing, to the Landlord, before commencement of any construction of the Communications Equipment or then subsequent modification, said approval not to be unreasonably withheld, conditioned, or delayed.

Landlord reserves the right to inspect the Leased Premises (upon reasonable prior notice unless an emergency situation dictates otherwise), and to maintain Water Tower, so long as Tenant's use of the Leased Premises and Tenant's operation of the Communications Equipment is not disturbed. Additionally, Tenant will post a sign, approved by Landlord's staff in accordance with Paragraph 21, stating an emergency telephone number for the purpose of contacting Tenant or Tenant's agents. Landlord understands and agrees that its right to inspect the Leased Premises does not apply to Tenant's equipment located within its Equipment Space unless Landlord first notifies Tenant in writing of Landlord's reasonable reason for conducting such inspection, and Tenant or Tenant's representative is present at the time of any such inspection, which shall be conducted at a time that is mutually agreeable to the parties.

Tenant acknowledges that upon request Landlord may require all Communications Equipment attached to the exterior of the Water Tank to be appropriately painted to match the

## Water Tank.

Tenant shall maintain the Leased Premises including, but not limited to keeping the area clear of trash, debris, unused/obsolete equipment, and the like. Additionally, Tenant shall maintain and upkeep the Leased Premises in a manner and with a frequency that fully satisfies the reasonable requirements of Landlord. Landlord will maintain and repair the Landlord's Parcel and access thereto, in keep such good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

Notwithstanding anything else that may be contained in this Agreement, Tenant understands, acknowledges and agrees that Tenant's use of the Leased Premises shall not interfere with the Landlord's use of the Water Tank as part of the Landlord's water distribution system on Landlord's Parcel. Tenant acknowledges that Tenant's use of the Leased Premises shall at all times be subordinate to Landlord's use of the Water Tank as a water distribution facility.

As part of the initial construction of Tenant's facility, Tenant, at Tenant's sole cost and expense shall install an additional handrail to the Water Tank pursuant to the plans shown in Exhibit C-1 ("Water Tank Improvements"). The Water Tank Improvements shall be completed in a timely and workmanlike manner and shall become the property of Landlord upon completion.

### **3. TERM**

#### **3.1 Primary Term**

This Lease shall be effective as of the date of execution by both Parties, provided however that the primary term ("Primary Term") of this Lease will be for five (5) years, and will commence on the earlier of: 1) the first day of the month after the date which Tenant commences construction; or 2) November 1, 2016, (the "Commencement Date"), and will terminate on the fifth (5th) anniversary of the Commencement Date, unless extended or sooner terminated as provided for herein. Landlord and Tenant agree that they shall acknowledge in writing the Commencement Date upon request by either party. Landlord and Tenant acknowledge and agree that the initial rental payment(s) shall not actually be sent by Tenant until thirty (30) days after a written acknowledgement confirming the Commencement Date.

#### **3.2 Extended Term**

Tenant is granted the option to extend the Term of this Lease for five (5) additional independent periods of five (5) years each (the "Extended Term(s)"), provided Tenant is not at the time of the exercise of each Extended Term in default under this Lease beyond any applicable grace or cure period. Each of Tenant's options to extend will be deemed automatically exercised without any action by either party unless (i) this lease is otherwise terminated as may be provided for herein or (ii) Tenant provides written notice to Landlord of Tenant's decision not to exercise the next Extended Term option at least sixty (60) days prior to expiration of the then current term (Primary Term or Extended Term as the case may be).

2023 = \$30,746.85  
2024 = \$31,669.25  
2025 = \$32,619.33  
2026 = \$33,597.91  
2027 = \$34,605.85  
2028 = \$35,644.02

#### 4. RENT

4.1. Annual rent shall be in the amount of Twenty Five Thousand Dollars and No Cents (US\$25,000.00) and shall be increased incrementally as provided below ("Rent"). Tenant shall receive a one-time abatement in Rent in the amount of Nine Thousand Dollars and No Cents (US\$9,000.00) which shall be applied to the first annual payment of Rent due under this Lease. Annual Rent shall be paid to Lessor on or in advance of each anniversary of the Commencement Date in annual installments, and the amount of each such successive annual payment shall be increased by Three percentage points (3.0%) over the previous year's annual payment.

pmt due by November 1st of each year

4.2. All Annual Rent payments shall be paid to Landlord at the address provided in Paragraph 9 herein, or another person, firm or a place as Landlord may from time to time specify by providing Tenant with at least forty five (45) days advance written notice thereof.

4.3. In the event that any portion of the Annual Rent payments as required are not paid to Landlord within thirty (30) days after such payment is due, as required by and in accordance with the schedule described in 4.1 above, a monthly late charge of one percent (1%) of the unpaid and then past due balance shall be paid by Tenant for each month or any portion thereof for which payment is past due and has not been made. The terms of the immediately preceding sentence shall not preclude Landlord from exercising any additional rights it may be entitled to under this Lease.

4.4 Tenant understands and agrees that, as an additional condition of this Lease and as further partial consideration for Landlord entering into the Lease, Tenant shall be required to compensate Landlord for the costs associated with the Landlord's use of its preferred engineering, technical, architectural, legal and/or other technical service firms in providing assistance to Landlord in reviewing and negotiating the terms of this Lease. Tenant shall, within forty-five (45) after the date of full execution of this Lease, pay to Landlord a one-time sum of Five Thousand Dollars and No Cents (US\$5,000.00).

4.5 Landlord hereby agrees to provide to Tenant certain documentation (the "Rental Documentation") evidencing Landlord's interest in, and right to receive payments under, this Lease, including without limitation: (i) documentation, acceptable to Tenant in Tenant's reasonable discretion, evidencing Landlord's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to Tenant, for any party to whom rental payments are to be made pursuant to this Lease; and (iii) other documentation requested by Tenant in Tenant's reasonable discretion. From time to time during the Term of this Lease and within thirty (30) days of a written request from Tenant, Landlord agrees to provide updated Rental Documentation in a form reasonably acceptable to Tenant. The Rental Documentation shall be provided to Tenant in accordance with the provisions of and at the address given in Section 9. Delivery of Rental Documentation to Tenant shall be a prerequisite for the payment of any rent by Tenant and notwithstanding anything to the

contrary herein, Tenant shall have no obligation to make any rental payments until Rental Documentation has been supplied to Tenant as provided herein. Within fifteen (15) days of obtaining an interest in the Property or this Lease, any assignee(s), transferee(s) or other successor(s) in interest of Landlord shall provide to Tenant Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Lease and within thirty (30) days of a written request from Tenant, any assignee(s) or transferee(s) of Landlord agrees to provide updated Rental Documentation in a form reasonably acceptable to Tenant. Delivery of Rental Documentation to Tenant by any assignee(s), transferee(s) or other successor(s) in interest of Landlord shall be a prerequisite for the payment of any rent by Tenant to such party and notwithstanding anything to the contrary herein, Tenant shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of Landlord until Rental Documentation has been supplied to Tenant as provided herein.

## **5. ACCESS AND UTILITY EASEMENTS**

Landlord grants to Tenant, for use by Tenant, its employees, agents, contractors and utility companies, a non-exclusive approximately twenty foot (20') wide access easement over Landlord's Parcel, as described in Exhibit "D" as well as the right to utilize Landlord's existing access easement to the nearest public right of way, North Main Street. This access easement may be used by Tenant and its employees, agents and contractors for ingress and egress to and from the Leased Premises and the Communications Equipment from and to the nearest public or private road on a twenty-four (24) hour, seven (7) day a week basis.

Landlord grants to Tenant, for use by Tenant, its employees, agents, contractors and utility companies, a non-exclusive approximately twenty foot (20') wide underground utility easement described in Exhibit "D" for the installation, operation and maintenance of necessary utilities for the Leased Premises and the Communications Equipment.

## **6. CONSTRUCTION, SCHEDULING AND DOCUMENTATION**

No construction on the Leased Premises will be commenced without written approval from Landlord's representative or his/her successor or designee. To facilitate this approval, Tenant shall meet with Landlord's representative to develop a construction schedule and plan which will accommodate Landlord's use of the Water Tank as a water distribution facility. Landlord's prior written approval shall be required with respect to Tenant's site plan for the Leased Premises and Easements (including the location of all utilities) and the construction drawings for the Communications Equipment. Landlord shall, within ten (10) business days of receipt of said construction drawings, give such approval which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, any exhibits originally attached hereto shall be deemed to be approved by Landlord. Tenant shall be required to consult with and obtain the approval of Landlord's preferred engineering and/or technical services firm prior to the start of construction and following completion of construction at the Communications Equipment.

In the event that Tenant is changing the manner in which Tenant's equipment is attached to the Water Tank, Tenant shall reimburse Landlord for the direct costs charged by third party technical and engineering consultants to review the impact of Tenant's proposed changes on the use of the Water Tank as part of Landlord's water distribution system provided such costs charged by Landlord's selected consultants are commercially reasonable. In the event that Tenant is changing equipment that does not change the manner in which Tenant's equipment is attached to the Water Tank, Tenant shall provide Landlord with a preliminary structural analysis setting forth the impact of the loading of Tenant's proposed equipment changes. If Tenant's proposed equipment changes will result in an increase in the structural load of Tenant's equipment of greater than ten percent (10%) above the structural load of the initial equipment installed by Tenant under this Lease or within ten percent (10%) of the acceptable structural load of the Water Tank, Tenant shall reimburse Landlord for the direct costs charged by Landlord's selected engineering firm to independently confirm that the structural load placed on the Water Tank by the proposed equipment will remain within acceptable safety standards for the loading capacity of the Water Tank provided such costs charged by Landlord's selected firm are commercially reasonable. Tenant shall make such reimbursement payment to Landlord within sixty (60) days after Landlord provides to Tenant an itemized invoice evidencing such costs.

It is understood that during construction or maintenance of the Communications Equipment, Tenant will utilize, or cause to be utilized, heavy trucks and equipment which may cause some damage to the Leased Premises and/or Landlord's Parcel. As such, it shall be the Tenant's sole responsibility to repair and/or replace, at Tenant's sole cost and expense and to Landlord's specifications and reasonable satisfaction, any and all damaged portions of Landlord's Parcel or Leased Premises. In the event that Tenant's construction or maintenance of the Communications Equipment causes material and/or substantially significant damage to concrete and/or asphalt surfaces on Landlord's Parcel, Landlord reserves the right to require Tenant to resurface and or repave such surfaces in their entirety rather than simply patch, treat or infill specific individual cuts, trenches or borings.

Further, upon Tenant's completion of construction and installation of its Communications Equipment, Tenant shall provide Landlord with "as built" drawings detailing any and all utility installations and/or modifications.

## **7. UTILITY COSTS**

Tenant will be solely responsible for and promptly pay all charges for electricity, telephone service, or any other utility used or consumed by Tenant on the Leased Premises. Tenant will have its own separate utility lateral(s) and meter(s) installed on the Leased Premises for each utility Tenant uses, and the cost of such lateral(s) and meter(s) and installation, maintenance, and repair thereof and any other expense related thereto will be directly paid to the utility by Tenant. Tenant and Landlord shall always be separately invoiced for all utility services. Tenant may install or improve existing utilities servicing the Communications Equipment, and may install an electrical grounding system to provide the greatest possible protection from lightning damage to the Communications Equipment. Tenant shall be solely

responsible for and pay any and all costs, expenses or charges associated with the locating and/or relocating of utility or telecommunications services or equipment on the Landlord's Parcel that are required to serve Tenant on Leased Premises. In the event any public utility is unable to use the access or easement provided to Tenant, then the Landlord agrees, if possible and when mutually acceptable, to grant additional access or an easement either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.

## 8. HOLDING OVER

If Tenant retains possession of the Leased Premises or any portion thereof after the date upon which the Leased Premises are to be surrendered pursuant to this Lease, Tenant shall become a Tenant on a month-to-month basis upon all terms, covenants, and conditions of this Lease except those pertaining to the Lease term and, during any such month-to-month tenancy, Tenant will pay monthly rent in the amount that is equal to one-twelfth (1/12<sup>th</sup>) of the most recent Annual Rent multiplied by one hundred fifteen percent (115%). Tenant will continue occupying the Leased Premises from month-to-month until terminated by Landlord or Tenant by giving thirty (30) days prior written notice to the other.

## 9. NOTICE

All notices or demands are deemed to have been given or made when received via mail (U.S. Postal Service) or recognized national courier or delivered in person. Notices, if mailed, shall be sent by certified, registered, or express mail, return receipt requested, postage prepaid, United States mail and addressed to the applicable party as follows:

### Landlord:

City Manager  
City of Monroe, Ohio  
233 South Main Street  
Monroe, Ohio 45050  
(513) 539-7374  
Facsimile: (513) 539-6460

### With copy to-

Christopher L. Miller  
Special Counsel for Landlord  
Ice Miller, LLP.  
250 West Street  
Columbus, OH 43215  
(614) 462-5033  
Facsimile: (614) 224-3886  
E-mail: Christopher.miller@icemiller.com

### Tenant:

New Par d/b/a Verizon Wireless  
180 Washington Valley Road

Bedminster, New Jersey 07921  
ATTN: Network Real Estate

A party may change its address to which any notice or demand may be given by written notice thereof to the other party.

## **10. LIABILITY AND INDEMNITY**

Tenant agrees to indemnify, protect, defend and save Landlord, its elected officials, officers, employees, agents or volunteers harmless from all claims (including costs and expenses of defending against such claims) arising from Tenant's breach of this Lease, or any negligent act, negligent omission or intentional tort of Tenant or Tenant's agents, employees, contractors, invitees or licensees occurring during the term of this Lease in or about the Leased Premises to the extent such claims were not caused by the negligent or intentional act or omissions of Landlord, its elected officials, officers, employees, agents or volunteers. The provisions of this Paragraph will survive the termination of this Lease.

## **11. TERMINATION**

11.1 In addition to the Parties' right to terminate this Lease pursuant to Paragraph 12 of this Lease, this Lease may be terminated at any time upon any of the following events:

11.1.1 By Tenant if the approval of any agency, board, court, or any other governmental authority necessary for the construction and/or operation of the Communications Equipment cannot be obtained or is revoked, or if Tenant determines the cost of obtaining such approval is prohibitive; or

11.1.2 By Tenant if, after the first five (5) years of the Primary Term, Tenant determines that the Leased Premises are not appropriate for locating the Communications Equipment for technological or for network economic and integration reasons, including, but not limited to, signal interference.

11.1.3 By Landlord if Tenant is subject to an action contemplated under Paragraph 30 herein.

11.1.4 By Landlord in accordance with Paragraph 11.4 or 11.5.

11.2 Tenant will give Landlord sixty (60) days written notice of termination of this Lease under the terms of Paragraphs 11.1.1 and 11.1.2 above. Upon such termination, neither party will owe any further obligations to the other under this Lease except for the indemnities and hold harmless provisions in this Lease, the provisions of Paragraph 10 of this Lease and the provisions of Paragraph 11.3, Paragraph 14.2, and Paragraph 23 of this Lease. In the event Tenant terminates this Lease for the reasons set forth in Paragraphs 11.1.1 or 11.1.2 above or

Landlord terminates this Lease for the reasons set forth in Paragraph 30 or Paragraph 12.1, Tenant shall pay Landlord a termination fee equal to six months of Annual Rent, at the then current rate, provided that if Tenant is denied an approval by an agency, board or other entity of Landlord such that Tenant is terminating this Lease under 11.1.1, Tenant shall not have to pay the termination fee.

11.3. Within sixty (60) days after any event of termination, expiration or abandonment of this Lease, Tenant, unless otherwise requested by Landlord within thirty (30) days after such event, shall remove all of the Communications Equipment from the Leased Premises and restore the Leased Premises to substantially the same condition it was in as of the Commencement Date of this Lease, as near as practicable (including if applicable the removal of concrete pads and footers to a depth of three feet (3') below grade level, and at Landlord's sole option and to Landlord's reasonable satisfaction, the removal of all underground utilities), normal wear and tear, and acts beyond Tenant's control excepted. Upon removal of Tenant's Communications Equipment from the Water Tank, Tenant shall be responsible for any cost or activity required to restore the Leased Premises and the Water Tank, reasonable wear and tear excepted, to Landlord's reasonable satisfaction. In the event Tenant does not remove the Communications Equipment and restore the Leased Premises in accordance with this Section, Landlord shall be entitled to recover from Tenant all actual and direct costs or expenses in removing and disposing of the Communications Equipment and restoring the Leased Premises. This obligation shall survive the termination of this Lease.

11.4. Should Landlord through the proper action of its City Council determine that the Leased Premises are necessary for public, health, safety and/or welfare purposes, Landlord may terminate this Lease. Any such termination for such limited purposes shall not occur during the Primary Term of the Lease, but will occur only during an Extended Term or subsequent holdover period. Upon any such termination for such limited purposes, Landlord will give Tenant three hundred and sixty-five (365) days advance written notice of the termination date, and Landlord will in good faith work with Tenant to find a suitable alternate site on Landlord's Parcel to which Tenant could relocate its Communications Equipment. If a suitable alternate site on Landlord's Parcel is not agreed upon within the first three hundred (300) days of such notice period, Landlord agrees to work in good faith with Tenant and make available to Tenant a temporary location on Landlord's Parcel mutually agreeable to both parties, to install and operate temporary transmitting/receiving facilities, including a so-called "COW", or cell-on-wheels (or some materially similar arrangement) until a permanent location is agreed upon and the Communications Equipment is re-installed at such new location, but not to exceed twelve (12) months. Upon termination without relocation, neither party will owe any further obligations under this Lease except for the indemnities and hold harmless provisions and the provisions of Paragraph 10, Paragraph 14.2 and Paragraph 23 of this Lease.

11.5 It is understood between the parties that Landlord's duty to maintain the Water Tank as water storage and distribution facility is paramount to the rights granted to Tenant herein. As such, although it is not anticipated that Landlord's obligation to operate and maintain the Water Tank as a water storage and distribution facility would ever necessitate a temporary shutdown and/or permanent termination of the use of Tenant's Communications Equipment, in

the unlikely and unforeseen occurrence of such an event, should Landlord determine in its sole discretion that a temporary shutdown and/or permanent termination of the use of Tenant's Communications Equipment is required, Tenant recognizes the Landlord's right to take such an action without further liability or obligation to Tenant. Notwithstanding anything contained herein to the contrary, in the event that Landlord exercises its right to take such action, Landlord shall use its best efforts to not interfere with the operation of Tenant's Communications Equipment.

## **12. DEFAULT**

12.1. If Tenant fails to comply with any provision of this Lease and such failure is not cured within thirty (30) days after receipt of written notice thereof sent by Landlord to Tenant, Landlord may, at its option, cure the failure of Tenant at Tenant's expense, or Landlord may terminate this Lease without affecting its right to demand, sue for, and collect all of its damages arising out of Tenant's failure to comply. If any such default cannot reasonably be cured within thirty (30) days, Tenant will not be deemed to be in default under this Lease if Tenant commences curing such default within the thirty (30) day period aforesaid and thereafter diligently effects and concludes such cure within one hundred twenty (120) days of notice of the default.

12.2. If Landlord fails to comply with any provision of this Lease and such failure is not cured within thirty (30) days after receipt of written notice thereof sent by Tenant to Landlord, Tenant may, at its option, cure the failure of Landlord at Landlord's expense, or Tenant may terminate this Lease without affecting its right to demand, sue for, and collect all of its damages arising out of Landlord's failure to comply. If any such default cannot reasonably be cured within thirty (30) days, Landlord will not be deemed to be in default under this Lease if Landlord commences curing such default within the thirty (30) day period aforesaid and thereafter diligently effects such cure within one hundred twenty (120) days of notice of the default. If Landlord's failure to comply with any provision of this Lease is having a material adverse effect on Tenant's communications network, Tenant may elect to cure the failure within five (5) days after written notice thereof has been sent by Landlord to Tenant.

12.3. The rights and remedies of the parties as set forth in this Lease are not exclusive and the parties, in the event of a breach of this Lease or a dispute, are entitled to pursue any of the remedies provided in this Lease, by law, or by equity.

12.4. No course of dealing between the parties or any delay on the part of a party to exercise any right it may have under this Lease will operate as a waiver of any of the rights provided hereunder or by law or equity, nor will any waiver of any prior default operate as the waiver of any subsequent default, and no express waiver will affect any term or condition other than the one specified in such waiver and the express waiver will apply only for the time and manner specifically stated.

### **13. TAXES**

Tenant shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Landlord's Parcel which Landlord demonstrates is the result of Tenant's use of the Leased Premises and/or the installation, maintenance, and operation of the Tenant's improvements, and any sales tax imposed on the rent (except to the extent that Tenant is or may become exempt from the payment of sales tax in the jurisdiction in which the Landlord's Parcel is located), including any increase in real estate taxes at Landlord's Parcel which Landlord demonstrates arises from the Tenant's improvements and/or Tenant's use of the Leased Premises. Landlord and Tenant shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by Landlord or Tenant on Landlord's Parcel. Notwithstanding the foregoing, Tenant shall not have the obligation to pay any tax, assessment, or charge that Tenant is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Landlord's Parcel. Nothing in this Paragraph shall be construed as making Tenant liable for any portion of Landlord's income taxes in connection with any Landlord's Parcel or otherwise. Except as set forth in this Paragraph, Landlord shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Landlord's Parcel and shall do so prior to the imposition of any lien on the Landlord's Parcel. Tenant shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which Tenant is wholly or partly responsible for payment.

### **14. INSURANCE/BONDING**

14.1 Tenant shall, at its sole cost and expense, obtain and keep in force: i) Commercial General Liability insurance with limits not less than \$5,000,000 for bodily injury (including death) and for damage or destruction to property in any one occurrence; ii) Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined limit of not less than \$5,000,000 per occurrence; and iii) workers compensation insurance providing the statutory benefits and not less than \$1,000,000 of Employers Liability coverage. Landlord shall be named as an additional insured as its interest may appear. Tenant shall deliver to Landlord, within sixty (60) days of execution of this Lease and annually thereafter upon request for the term of this Lease, satisfactory documentation and certificates evidencing the existence and amounts of such insurance. Tenant shall require all assignees, agents or subcontractors acting on Tenant's behalf on Landlord's parcel to either maintain the same coverages as described herein above as to be covered under the insurance policy required of Tenant.

14.2 Upon the date the Agreement is fully executed, Tenant shall furnish and file with Landlord, a self-renewing on an annual basis and replenishing performance and payment bond in the amount of Fifty Thousand Dollars (US\$50,000.00). The Performance Bond shall be maintained for the duration of the Agreement, and for one (1) year after the termination of the Agreement, and be conditioned upon and insure the faithful performance by Tenant of all the terms and conditions of the Agreement and upon the further condition that, in the event Tenant

fails to comply with the Agreement or any Law governing this Agreement, there shall be recoverable, jointly and severally, from the principal and the surety of the Performance Bond, any damage or loss suffered by the Landlord, including costs and damages incurred up to and including removal of the Communications Equipment and for the return of the Leased Premises to the condition existing prior to this Agreement, improvements as a result of such failure, plus costs and actual reasonable attorney's fees, up to the full amount of the Performance Bond. The company(s) providing and guaranteeing such Performance Bond must be licensed to provide such surety instruments and to do business in the State of Ohio. The rights reserved to Tenant with respect to the Bonds are in addition to all other rights Tenant may have under the Agreement or any other Law. The form of the Bond shall be subject to the approval of Tenant's designated legal counsel and shall contain the following endorsement: "It is hereby understood and agreed that this bond may not be cancelled, reduced, diminished, or failed to be renewed without the consent of Tenant until sixty (60) days after the receipt by Tenant via registered mail, return receipt requested, of a written notice of such intent to cancel, reduce, diminish or not renew." Further such bond shall, upon the request of the Landlord, be increased with the exercise of each Extended Term to an amount that adequately reflects any changes in economic conditions as mutually agreed upon by Landlord and Tenant.

#### **15. FIXTURES**

Landlord covenants and agrees that no part of the improvements, other than Landlord's field lighting installed, constructed, erected or placed by Tenant on the Leased Premises or other real property owned by Landlord, will be or become, or be considered as being, affixed to or a part of Landlord's Parcel; and any and all provisions and principles of law to the contrary notwithstanding, it is the specific intention of Landlord to covenant and agree hereby that all personal property and improvements of every kind and nature, installed, constructed, erected, or placed by Tenant on the Leased Premises, or other real property owned or leased by Landlord, will, subject to Paragraph 23 herein, be and remain the property of Tenant despite any default or termination of this Lease and may be removed by Tenant at any time at Tenant's discretion provided that Tenant at its expense restores the Leased Premises pursuant to Paragraph 11.3.

#### **16. MEMORANDUM OF LEASE**

After preparation of the legal description of the Leased Premises, Access Easement and Utility Easement, each party, at the request of the other, will sign a Memorandum of Lease and Easements. Tenant, at its sole expense, may record the Memorandum of Lease and Easements in the land records of the recording office(s) reasonable for notice purposes.

#### **17. ASSIGNMENT AND SUBLETTING BY TENANT**

Tenant shall have the right to assign its rights under this Lease only upon prior written notice to and with the consent of Landlord, which shall not be unreasonably withheld. Notwithstanding any of the foregoing, Tenant may without consent of Landlord, but with written notice to Landlord, assign this Lease in its entirety to any principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission in which the Premises is located by reason

of a merger, acquisition or other business reorganization. In no event shall Tenant have the right to sublet, through collocation or otherwise, any portion of the Leased Premises to third parties or others. Any assignment by Tenant shall not be considered a novation by Tenant unless expressly agreed to in writing by Landlord.

## **18. PERMITS**

Landlord acknowledges that Tenant will be contacting the appropriate local governmental agencies for the purposes of obtaining all building permits and approvals, zoning changes and/or approvals, variances, use permits, and other governmental permits and approvals (collectively "Permits") necessary for the installation, construction, operation and maintenance of the Communication Facility. Landlord agrees to reasonably cooperate with Tenant in applying for such Permits and, without limiting the generality of the foregoing, to execute any applications, maps, certificates or other documents that may reasonably be required in connection with the Permits.

## **19. DEBT SECURITY**

Tenant may not, without Landlord's consent, pledge, mortgage, convey by deed of trust or security deed, assign, create a security interest in, or otherwise execute and deliver any or all instruments for the purpose of securing bona fide indebtedness to any or all of Tenant's interest in this Lease, any part thereof, and any and all of Tenant's right, title, and interest in and to any and all of the Communications Equipment. If reasonable in Landlord's sole opinion and as may be allowed by Law, Landlord shall promptly on Tenant's or Tenant's lender's request, shall assist in facilitating the execution and delivery of, all documents requested by any of Tenant's lender(s) including but not limited to: waivers of Landlord's right to levy or distraint upon for any rent any of Tenant's property given as security for a debt; consents to giving notice to Tenant's lender(s) in the event of Tenant's default under the provisions of this Lease; consent to Tenant's assignment to any lender(s) of any and all Tenant's interest in or to this Lease and the Communications Equipment; and consent non-disturbance agreements from Tenant's lenders.

## **20. ENVIRONMENTAL MATTERS**

20.1. "Environmental Laws" shall mean all federal, state, or local laws relating to pollution or protection of human health or the environment, including, without any limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended, 42 U.S.C. §9601 et seq., the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901 et seq., and laws relating to emissions, discharges, releases or threatened releases of any Hazardous Material into the environment (including without limitation ambient air, surface water, ground water or land), or otherwise relating to the generation, manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Materials and any and all regulations, codes, standards, plans, orders, decrees, judgments, injunctions, notices or demand letters issued, entered, promulgated or approved thereunder.

20.2. "Hazardous Materials" shall mean any pollutant, contaminant, hazardous, toxic or

dangerous waste, substance or material, or any other substance or material regulated or controlled pursuant to any Environmental Law, including, without limiting the generality of the foregoing, asbestos, PCBs, petroleum products (including crude oil, natural gas, natural gas liquids, liquefied natural gas or synthetic gas) or any other substance defined as a hazardous substance, "extremely hazardous waste", "a restricted hazardous waste", "hazardous material", "hazardous chemical", "hazardous waste", "regulated substance", "a toxic chemical", "a toxic substance", or other similar term in any Environmental Law.

20.3. Landlord warrants and represents that Landlord's Parcel, the Leased Premises, the Access Easement, Utility Easement, and any other easement affecting the Premises, together with improvements thereon, are, to the best of its knowledge, free of Hazardous Materials. Landlord shall be responsible for all obligations of compliance with all Environmental Laws, except to the extent that any failure to comply with a requirement is caused by the activities of Tenant.

20.4. Tenant shall meet all applicable Federal Communications Commission ("FCC") standards which currently exist or as may be modified during the Primary Term or any Extended Terms of this Lease. Failure to comply with all such FCC standards will enable Landlord to terminate this Lease pursuant to the provisions of Paragraph 12 of this Lease.

20.5. Tenant, in conducting its activities pursuant to this Lease will comply with all Environmental Laws. Tenant shall hold Landlord harmless and indemnify Landlord from and assume all duties, responsibility and liability, at Tenant's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which results from any (i) failure by Tenant to comply with any applicable Environmental Laws except to the extent that any such non-compliance is caused by Landlord; and (ii) environmental or industrial hygiene conditions to the extent resulting from the activities of Tenant. Tenant shall not be responsible for any existing environmental conditions, including any contamination, which existed prior to the date of this Lease or to any environmental conditions or contamination to the extent not caused by Tenant or those acting on its behalf.

20.6. Notwithstanding anything to the contrary contained in this Lease, in the event the Premises become contaminated with or by Hazardous Materials not due to Tenant's activities or operations on Landlord's Parcel, Tenant shall have the right to terminate this Lease upon written notice to Landlord.

## **21. SIGNAGE**

Tenant shall not place any signs or other notices on the Leased Premises without Landlord's prior review and written approval unless such signage is required by a governmental or regulatory entity with the appropriate authority require Tenant to post signs or other notices on the Leased Premises. If Tenant is so required, Tenant shall comply with such requirements and shall provide Landlord of written evidence of such requirement upon request.

## **22. TITLE**

Landlord represents and warrants to Tenant that Landlord, to the best of its knowledge, has good and marketable title to Landlord's Parcel, including the Leased Premises, the Access Easement and the Utility Easement, free and clear of all liens, encumbrances and exceptions, of duration and quality equal to that conveyed to Tenant by this Lease. Landlord shall warrant and defend the same to Tenant against the claims and demands of all persons and entities.

## **23. CONDEMNATION/ABANDONMENT**

If any governmental, public body or other condemning authority takes, or if Landlord transfers in lieu of such taking, all or part of the Leased Premises, Access Easement or Utility Easement thereby making it physically or financially infeasible for the Leased Premises to be used in the manner intended by Lease, Tenant shall have the right to terminate this Lease effective as of the date of the taking by the condemning party and the rental shall be prorated appropriately. If only a portion of the Leased Premises, Access Easement or Utility Easement is taken, and Tenant does not elect to terminate this Lease under this provision, then this Lease shall continue but rental payments provided under this Lease shall abate proportionately as to the portion taken which is not then usable by Tenant, and Landlord may, in its sole discretion, choose to make all reasonable and necessary repairs and alterations to restore the portion of the Leased Premises, Access Easement and Utility Easement remaining to as near their former condition as circumstances will permit (at a cost not to exceed Landlord's proceeds from said condemnation or transfer).

In the event of any condemnation, taking or conveyance in lieu thereof which results in a termination of this Lease, Landlord will not be entitled to that portion, if any, of an award made to or for the benefit of Tenant for loss of Tenant's business or depreciation, the cost of removal of Tenant's trade fixtures and equipment or the value of any unexpired term of this Lease.

In the event the Communications Equipment is abandoned, otherwise left inoperative by Tenant, or if this Lease is terminated or terminated due to a default, Tenant shall remove all of the Communications Equipment as required by Paragraph 11.3 herein.

## **24. QUIET ENJOYMENT**

24.1 Landlord covenants that Tenant, upon payment of the rent and observing the other covenants and conditions herein upon its part to be observed, will peaceably and quietly hold and enjoy the right to use the Leased Premises, Access Easement and Utility Easement on the terms and conditions and for the purposes stated herein during the term of this Lease, as it may be extended, without hindrance, ejection or molestation by Landlord or any person(s) or entity(ies) claiming under Landlord. Tenant agrees to grant Landlord reasonable access to the Leased Premises, Access Easement and Utility Easement to maintain and repair Water Tank.

## **25. CONTINGENCIES**

Notwithstanding anything contained herein to the contrary, and in addition to and not in

limitation of Tenant's other rights hereunder, it is expressly agreed that Tenant's obligations and rights under this Lease are conditioned upon:

25.1 Tenant's satisfaction with the status of title to the Leased Premises and, at Tenant's option, Tenant's receipt of a leasehold title insurance policy insuring its leasehold interest in the Leased Premises, in form and substance satisfactory to Tenant; and

25.2 Tenant's satisfaction, in its sole and absolute discretion, with the feasibility of engineering, installing, constructing and operating the Communication's Facility; Tenant's receipt of all necessary or appropriate building and construction permits and all licenses, permits, approvals and consents from all applicable governmental authorities necessary or appropriate for Tenant to use and operate the Communications Equipment on the Leased Premises.

25.3 Tenant is hereby given the right of survey, soil test, radio coverage test, and to conduct any other investigations needed to determine if the surface and location of the Leased Premises are suitable for Tenant's use intended by this Lease.

25.4 Tenant shall perform all the repairs, maintenance, and upkeep necessary to satisfy the conditions of this Lease and the reasonable requirements of Landlord. Landlord may upon written request demand that Tenant perform reasonable repairs, maintenance, and upkeep activities on the Leased Premises. Should Tenant fail to respond to a request to maintain, repair, or upkeep to the reasonable satisfaction of Landlord within thirty (30) days after Tenant's receipt of written notice, Landlord shall be entitled to immediately exercise the enforcement provisions of Paragraph 12.

## **26. INTERFERENCE**

26.1 During the term of this Lease, Landlord may grant a lease, license, easement, transfer, or convey any other interest in Landlord's Parcel (exclusive of the Leased Premises) or the Access and Utility Easements, or any other property owned by Landlord contiguous to Landlord's Parcel upon which the Leased Premises are located, provided that such grant would not adversely affect or interfere with Tenant's equipment or the operation of Tenant's Communication Facility. If Landlord negotiates to grant a lease, license, easement, transfer, or convey any other interests to another entity for the purpose of installing and/or operating a communications facility, Landlord will only enter into an agreement with that additional entity if there will not be any actual adverse effect or interference with Tenant's Communications Equipment or the operations thereof. During the course of negotiations with any new entity, said new entity shall be required to submit a copy of their engineering drawings and frequency plans to Landlord and all tenants having communications facilities on Landlord's Parcel and are engaged in the communications business. Tenant shall, within fifteen (15) business days of receipt of said engineering drawings and frequency plans, respond to Landlord and the new entity identifying any and all adverse effects or interference that the new entity's proposed Communications Equipment may cause. Failure to respond within fifteen (15) business days shall be deemed conclusive evidence that no adverse effects or interference will exist. Landlord reserves the right to consult an independent engineering authority for certification and

verification that there may or may not be any actual adverse effects or interference with Tenant's Communications Equipment or the operation thereof, at Landlord's sole expense. However, if such independent engineering authority concludes that another entity that proposes to install and/or operate communications facilities on Landlord's Parcel will not interfere with Tenant's Communications Equipment or the operation thereof, Tenant will reimburse Landlord for the costs incurred by Landlord in connection with such consultation or study within thirty (30) days after Landlord's presentation of an invoice therefor to Tenant.

26.2 Tenant agrees that it shall not knowingly use or knowingly permit its Communications Equipment to create harmful interference with equipment Landlord uses on Landlord's Parcel for purpose of promoting the health, safety or general welfare of the community and Tenant will use all reasonable efforts to cause any such interference to cease within twenty-four (24) hours after receipt of notice of interference from Landlord. If after receipt of notice of interference, and after timely completion of an investigation by a person competent by education and training to determine sources and causes of signal interference, the investigator concludes that Tenant's transmission signal or equipment is the source of such interference, Tenant shall immediately reduce its transmission power output at the antennas in the sector or sectors that are determined to be the source of the interference, to a level where Tenant's signal no longer generates harmful interference with the affected antenna or communications equipment operations. After Tenant remedies the signal interference to Landlord's reasonable satisfaction, Tenant may restore its transmissions to full operating power. Notwithstanding the foregoing, the power reduction requirements recited in this paragraph shall not apply to the extent another party fails to cooperate with Tenant's investigation into the source or cause of the interference (if such cooperation is required); neither shall the transmission power reduction requirement apply if the source of the interference is found to be attributable to a defect in the manufacture, maintenance, or repair of the equipment experiencing the interference, or if the equipment experiencing the interference is required to accept such interference as a matter of law. If investigation establishes that Tenant's equipment is the cause of the interference, and if Tenant does not timely make good faith efforts to cure the interference, then Landlord will have the right, in addition to any other rights that it may have at law or in equity to attempt to enjoin such interference or to terminate this Agreement in for purpose of promoting the health, safety or general welfare of the community in accordance with Paragraph 11.4. Further and in addition to any other remedy provided herein, should Tenant fail to cure interference created by its Communications Equipment on the Leased Premises that Landlord reasonably believes subjects Landlord's operation of the Water Tank as a water storage and distribution facility to unreasonable risks or otherwise creates a hazard injurious or detrimental to the public health, safety or welfare of the residents of the City of Monroe, then Tenant shall upon receipt of Landlord's written request, immediately suspend its operation of the Communications Equipment until such time as the parties mutually agree that the condition creating such situation has been resolved.

26.3 Landlord will not knowingly use, nor will Landlord knowingly permit its employees, tenants, licensees, invitees or agents to use, any portion of the Landlord's Parcel in any way which interferes with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will use all reasonable efforts to cause any such

interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period then Tenant will have the right, in addition to any other rights that it may have at law or in equity to attempt to enjoin such interference or to terminate this Agreement upon notice to Landlord.

26.4 Where there are existing radio frequency user(s) on Landlord's Parcel, the Landlord will provide Tenant with a list of all known existing radio frequency user(s) on Landlord's Parcel to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Communication Facility will not materially interfere with existing radio frequency user(s) on Landlord's Parcel so disclosed by Landlord, or radio frequency users previously approved by Tenant, as long as such radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

## **27. ITEMS TO BE DELIVERED TO TENANT**

Within ten (10) days following the last date of execution of this Lease, Landlord shall, to the extent available, deliver to Tenant an accurate copy of all engineering reports, environmental audits, surveys, plats, plans, blueprints and other drawings relating to Landlord's Parcel and Leased Premises.

## **28. COMPLIANCE**

Landlord represents and warrants that to the best of its knowledge all operations conducted by Landlord in connection with Landlord's Parcel meet all applicable state, federal, county and local statutes, codes, and regulations. Landlord agrees that it will conduct its operations in the future in accordance with all such statutes, codes and regulations. Landlord is not required to obtain any consent under any ground lease, mortgage, deed of trust or other instrument encumbering Landlord's Parcel in order for Tenant to construct, operate, maintain or access the Communications Equipment.

During the term of this Lease, Tenant will comply with all applicable laws relating to Tenant's use of the Leased Premises. Tenant will not commit or allow to be committed any waste on the Leased Premises or any nuisance.

## **29. LIENS**

Tenant shall keep the Leased Premises free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant and shall indemnify, defend and hold Landlord harmless from all claims, costs and liabilities, including reasonable attorneys' fees and costs, in connection with or arising out of any such lien or claim of lien. Tenant shall cause any such lien imposed on the Leased Premises to be released of record by payment or posting of a proper bond within thirty (30) days after written request by Landlord.

## **30. FORECLOSURE AND RECEIVERSHIP**

30.1 Upon the filing of any voluntary or involuntary petition under the Bankruptcy

Code by or against Tenant or any action for foreclosure or other judicial sale of Tenant and/or Communication Facilities located on the Leased Premises, Tenant shall so notify Landlord within a reasonable time.

30.2 Upon notice by Tenant, in accordance with 30.1 above (or thirty (30) days following such filing or action by or against Tenant, whichever comes first), Landlord shall have the right to terminate, pursuant to the provisions of Paragraph 11.1.3, leasehold interest, subject to any applicable provisions of Law, including the Bankruptcy Code, one hundred and twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of the Tenant, whether in receivership, reorganization, bankruptcy, or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred and twenty (120) days or unless:

30.2.1 Within one hundred and twenty (120) days after election or appointment, such receiver or trustee shall have fully agreed to comply with all the requirements and obligations of this Lease and remedied all defaults hereunder; and

30.2.2 Said receiver or trustee, within said one hundred and twenty (120) days, shall have executed an agreement, duly approved by a court having jurisdiction over the Tenant and/or Communications Facilities, whereby such receiver or his trustee assumes and agrees to be bound by each and every provision of this Lease.

### **31. CASUALTY**

Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight (48) hours of the casualty. If any part of the Communication Facility or Landlord's Parcel is damaged by fire or other casualty so as to render the Premises unsuitable, in either Landlord's or Tenant's sole determination, then the Terminating Party may terminate this Agreement by providing written notice to the non Terminating Party, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent by Landlord on a prorata basis minus any amounts that Tenant may otherwise receive as insurance proceeds as compensation for the loss of such prepaid Rent to Landlord. If notice of termination is given, or if Landlord or Tenant undertake to rebuild the Communications Equipment, Landlord agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities and/or attempt to facilitate a new location for Tenant on the Landlord's Parcel in accordance with the provisions of Paragraph 11.4, with no increase in Rent (other than annual escalators), until such time as Tenant is able to activate a replacement transmission facility at another location or the reconstruction of the Communication Equipment is completed.

### **32. WAIVER OF LANDLORD'S LIENS**

Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the

Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

### **33. ENTIRE LEASE AND BINDING EFFECT**

This Lease with its exhibits constitutes the entire agreement between Landlord and Tenant; no prior written promises or prior contemporaneous or subsequent oral promises or representations will be binding. This Lease will not be amended or changed except by written instrument signed by the parties hereto. Captions herein are for convenience of reference only and neither limit nor amplify the provisions of this Lease. If any term, covenant, condition or provision of this Lease or application thereof shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law. The provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of Landlord and Tenant.

### **34. GOVERNING LAW**

This Lease shall be construed and governed in accordance with the laws of the State of Ohio. Any dispute arising hereunder shall be litigated in the appropriate courts with jurisdiction over Butler County, Ohio.

### **35. NON-BINDING UNTIL FULLY EXECUTED**

This Lease is not and shall not be binding on either party until and unless it is fully executed by both parties.

### **36. COUNTERPARTS**

This Lease may be executed in two or more replicate counterparts, each of which shall be deemed an original.

### **37. AMENDMENT/WAIVER**

This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

### **38. ESTOPPEL**

Either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such

modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises.

**39. (INTENTIONALLY OMITTED)**

**40. NO ELECTRONIC SIGNATURE/NO OPTION**

The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

**41. SEVERABILITY**

If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) business days prior written notice to the other party hereto.

**42. MAINTENANCE**

Should Landlord determine that, maintenance needs to be conducted or repairs need to be performed, on/to the Water Tank for public, health, safety and/or welfare purposes, Tenant shall temporarily modify, move or relocate its Communications Equipment (within the Leased Premises or onto other portions of Landlord's Parcel if at all possible) as may be required by Landlord, all at Tenant's sole expense. Any maintenance or repairs (excepting those of a force majeure or other emergency nature) required by Landlord that would necessitate such temporary modification, movement or relocation of Tenant's Communications Equipment shall require Landlord to give Tenant at least one hundred and eighty (180) days advance written notice of such anticipated maintenance and/or repair date. In circumstances where Tenant cannot simply modify its Communications Equipment in order to accommodate Landlord's need to conduct such maintenance and/or repairs, Landlord will in good faith work with Tenant to find a suitable alternate site on the Leased Premises and/or Landlord's Parcel to which Tenant could temporarily move or relocate its Communications Equipment or other temporary operating equipment necessary for Tenant to reasonably conduct wireless communications operations on Landlord's Parcel. The parties understand and agree that such a need for temporary Communications Equipment may require Tenant to install and operate various types of temporary transmitting/receiving facilities, including but not limited to: a so-called "COW", or cell-on-wheels (or some materially similar arrangement); a temporary lattice or monopole antenna, ballast antenna, or similar.

**SIGNATURE PAGE TO IMMEDIATELY FOLLOW**  
**[REST OF PAGE LEFT INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, Landlord and Tenant have signed this Lease as of the date and year first above written.

**LANDLORD**

City of Monroe, Ohio,  
An Ohio Municipal Corporation

By: [Signature]  
Name: William J Brock  
Title: City Manager  
Date: 7.6.16

**TENANT**

New Par,  
d/b/a Verizon Wireless  
By: Verizon Wireless (VAW) LLC, its managing  
general partner

By: [Signature]  
Name: Jacques Mallier  
Title: Executive Director Network Field Engineering  
Date: 1-3-17

**APPROVED AS TO FORM:**

[Signature]  
City of Monroe - City Attorney

**TENANT WITNESSED:**

By: [Signature]  
Print Name: Ann Goldstein  
Date: 1/3/17

**LANDLORD  
Witnessed:**

By: [Signature]  
Print Name: Daniel J. Arthur  
Date: 7/6/16

**LANDLORD  
Witnessed:**

By: [Signature]  
Print Name: Jordan Parker  
Date: 7/6/16

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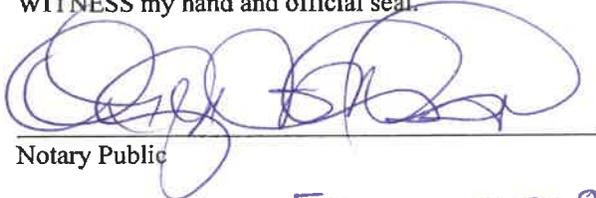
**LANDLORD:**

STATE OF OHIO

COUNTY OF BUTLER

On July 6, 2016, before me, Angela S. Wasson, Notary Public, personally appeared William J. Brock, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public

My commission expires: February 3, 2018



ANGELA S. WASSON, Notary Public  
In and for the State of Ohio  
My Commission Expires Feb. 3, 2018

**TENANT:**

STATE OF ILLINOIS

COUNTY OF COOK

On January 3, 2017, before me, Sharon A. Petrielli, Notary Public, personally appeared Jacque Vallier on behalf of the corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public,

My commission expires: July 15, 2017



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**EXHIBIT A**  
**DESCRIPTION OF LANDLORD'S PARCEL**

To the Agreement dated \_\_\_\_\_, 2016, by and between the City of Monroe, Ohio, an Ohio Municipal Corporation, as Landlord, and New Par, A Delaware Partnership, d/b/a Verizon Wireless, as Tenant.

The Landlord's Parcel is described and/or depicted as follows:

Situated in Butler County, City of Monroe, State of Ohio,  
And known as being a part of City Lot 348 as conveyed to Fifth Third Bank in O.R. 8290 Page 1137, the boundary of which is more particularly described as follows:

Beginning at a 5/8-inch iron pin set in the South line of said Lot 348, being North 83 deg. 49' 14" West a distance of 203.22 feet from the Southeast corner of said Lot;

Thence continuing, North 83 deg. 49' 14" West a distance of 403.33 feet to an iron pin found at the Southeast corner of a 1.009 acre tract of land conveyed to Ronnie and Sandra K. Trusty, Co-Trustees in O.R. 8326 Page 1389;

Thence in part along the East line of said 1.009 acre tract and the East line of a 1.300 acre tract of land conveyed to William Rang Neel Et Al to O.R. 8055 Page 909, North 46 deg. 51' 09" East a distance of 231.70 feet to a 5/8-inch iron pin set;

Thence along the North line of said 1.300 acre tract, North 64 deg. 15' 49" West a distance of 56.71 feet to an iron pin found at a Southeast corner of a 19.244 acre tract conveyed to 19 Monroe, LLC in O.R. 7584 Page 495;

Thence along the Easterly line of said 19.244 acre tract, North 47 deg. 59' 24" East a distance of 280.06 feet to a 5/8-inch iron pin set;

Thence along a new division line, South 84 deg. 24' 33" East a distance of 114.95 feet to a 5/8-inch iron pin set;

Thence continuing, South 06 deg. 10' 46" West a distance of 413.63 feet to the point of beginning;

Containing 2.500 acres more or less, being subjest to easements and right-of-ways of record.

Bearings are based on the Ohio State Plane coordinate system, South Zone and have been scaled to ground by using a project adjustment factor of 1.0000946968 applied at base point N53,168.31 E1,445,083.67. Grid and ground coordinates are identical at the base point.

The above description is based upon a field survey made by Kleingers & Associates, Inc., under the direction of Randy C. Wolfe, Ohio Professional Surveyor No. 8321, A plat of survey is recorded in Volume 55 Page 36 of the Butler County Engineers Record of Land Surveys.

Together with easements for ingress and egress as set forth in Easement Agreement filed April 12, 2001 in Official Record 6587, Page 309 and as set forth in Limited Warranty Deed filed July 30, 2012 in Official Record 8472, Page 41, of the Butler County Records.

PPN: C1800-005-000-097 & 097T

Address: North Main Street, Monroe, Ohio-  
Prior References: OR 8472, Pg. 41

**EXHIBIT B**

**LEASED PREMISES**

To the Agreement dated \_\_\_\_\_, 2016, by and between City of Monroe, Ohio, an Ohio Municipal Corporation, as Landlord, and New Par, A Delaware Partnership, d/b/a Verizon Wireless, as Tenant.

The Leased Premises are described and/or depicted with attached Exhibit B (“site sketch”).







**EXHIBIT C-1**

**DETAILED SITE LAYOUT  
EXTERIOR**

To the Agreement dated \_\_\_\_\_, 2016, by and between City of Monroe, Ohio, an Ohio Municipal Corporation, as Landlord, and New Par, A Delaware Partnership, d/b/a Verizon Wireless, as Tenant.

The Detailed Site Layout is described and/or depicted with attached Exhibit C-1.



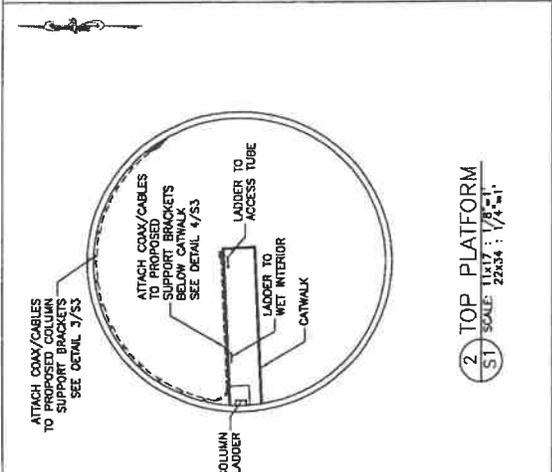
MACREADY W.T.  
388 HAMILTON  
LEBANON RD.  
MONROE, OH

NO.	REVISION/DESCRIPTION	DATE
1	ISSUED FOR REVIEW/ISSUE	02/26/15
2	ISSUED FOR REVIEW/ISSUE	02/26/15

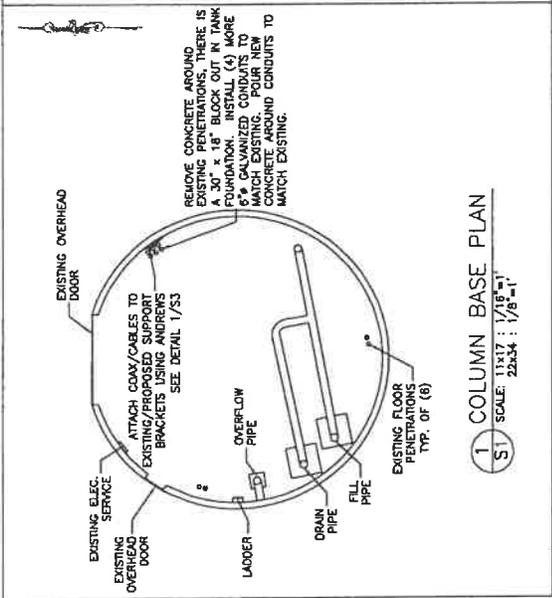
PROJECT NO.	HMTN-030
PROJECT NAME	35-01-05-15
DESIGNED BY	AS
CHECKED BY	IMC
SCALE	

STRUCTURAL DRAWINGS

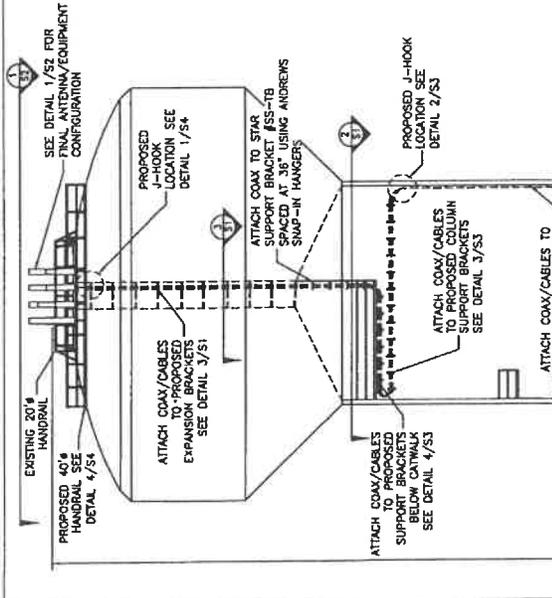
S1



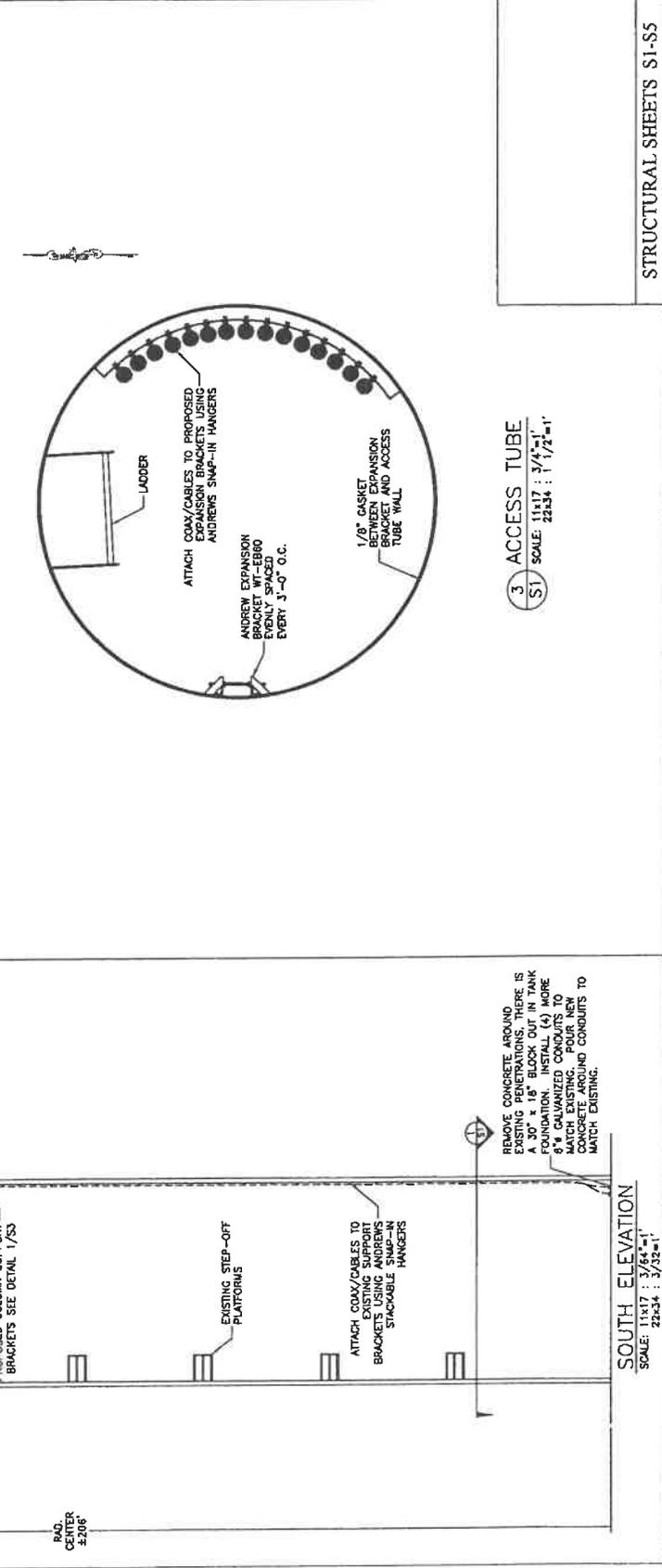
1 COLUMN BASE PLAN  
SCALE: 11x17 : 1/8"=1'  
22x34 : 1/8"=1'



2 TOP PLATFORM  
SCALE: 11x17 : 1/4"=1'  
22x34 : 1/4"=1'



3 ACCESS TUBE  
SCALE: 11x17 : 3/4"=1'  
22x34 : 1/2"=1'



SOUTH ELEVATION  
SCALE: 11x17 : 3/8"=1'  
22x34 : 3/32"=1'

STRUCTURAL SHEETS S1-S5

**EXHIBIT C-2**

**DETAILED SITE LAYOUT  
INTERIOR**

To the Agreement dated \_\_\_\_\_, 2016 by and between City of Monroe, Ohio, an Ohio Municipal Corporation, as Landlord, and New Par, A Delaware Partnership, d/b/a Verizon Wireless, as Tenant.

The Detailed Site Layout is described and/or depicted with attached Exhibit C-2.



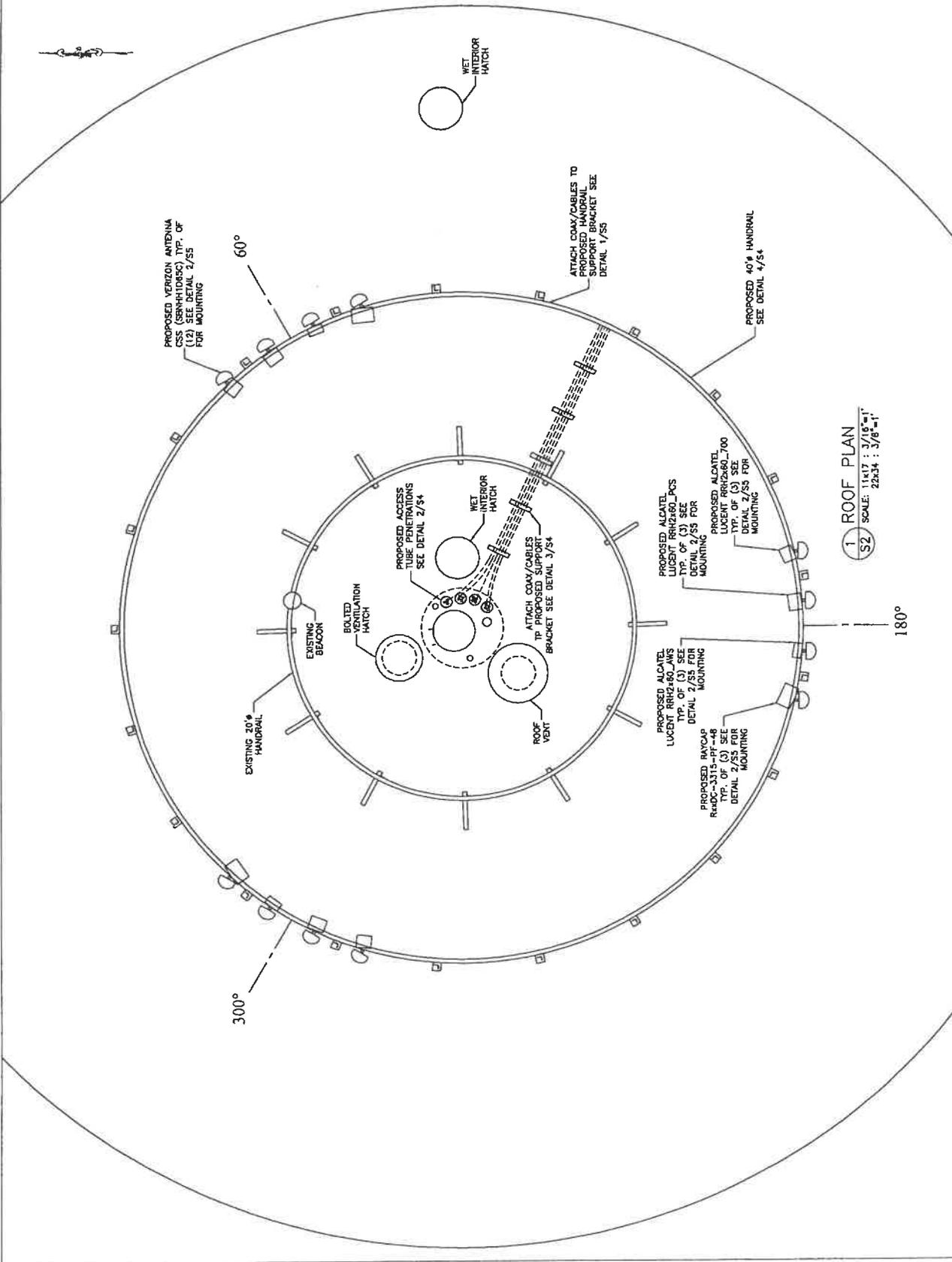
MACREADY W.T.  
388 HAMILTON  
LEBANON RD.  
MONROE, OH

NO.	REVISION/DESCRIPTION	DATE
1	SHIPPED FOR REVIEW/BOOKING	02/28/15
2	SHIPPED FOR REVIEW/BOOKING	04/14/15

CORREL. DET. NO. HMTN-030  
 PANEL NUMBER NO. 35-01-05-15  
 PARTIAL BY AS  
 CHECKED BY IMG  
 SHEET TITLE

STRUCTURAL DRAWINGS

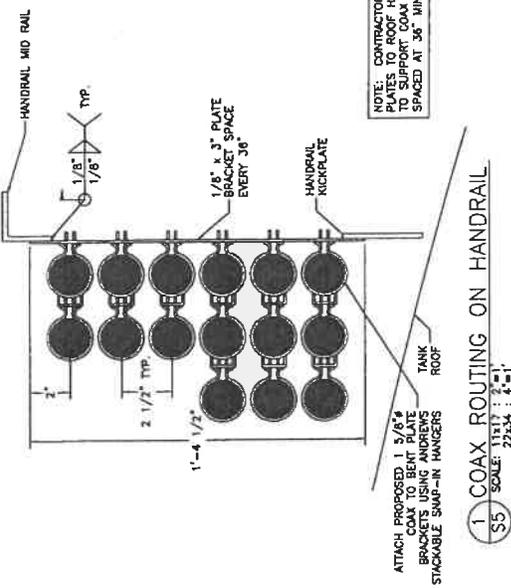
S2



1 ROOF PLAN  
 S2 SCALE: 1/4" = 3/8" = 1'  
 22x34 : 3/8" = 1'



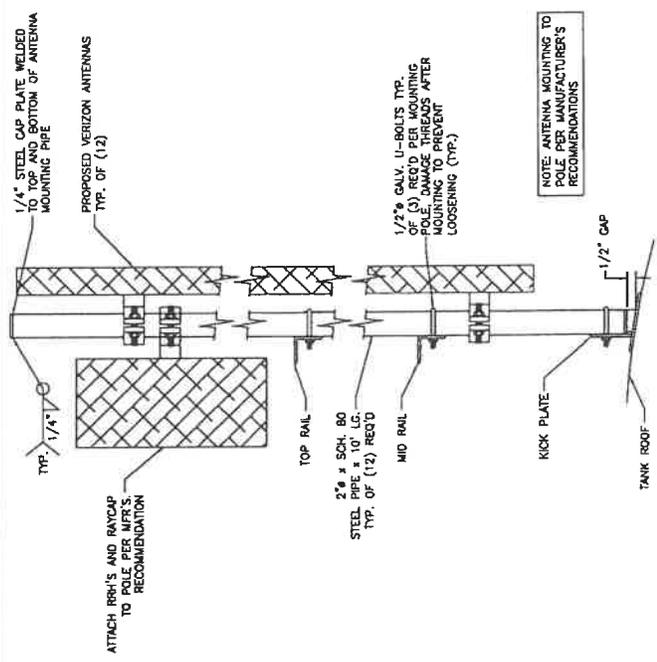




NOTE: CONTRACTOR TO WELD PLATES TO ROOF HANDRAIL TO SUPPORT COAX CABLES SPACED AT 36" MINIMUM.

ATTACH PROPOSED 1 5/8" x 3/8" BRACKETS USING ANDREWS STACKABLE SWAP-IN HANGERS

1 COAX ROUTING ON HANDRAIL  
SCALE: 11x17 : 2"-1"  
22x34 : 4"-1"



NOTE: ANTENNA MOUNTING TO POLE PER MANUFACTURER'S RECOMMENDATIONS

2 ANTENNA MOUNT  
SCALE: 11x17 : 1"-1"  
22x34 : 2"-1"

**GENERAL WELDING:**

- ALL WELDING SHALL BE PERFORMED BY A CERTIFIED WELDER.
- COMPLY WITH THE AWS D1.1 STRUCTURAL WELDING CODE, ANSI/AWWA D100-96 (LATEST EDITION THEREOF), "AWWA STANDARD FOR WELDED STEEL TANKS FOR WATER STORAGE" AND FEDERAL, STATE, AND LOCAL CODES, DURING CONSTRUCTION DESIGN AND FABRICATION.
- MAKE ALL WELDS TO THE TANK WALL WITH E7018 LOW HYDROGEN ROD. WELD SMOOTH AND AVOID UNDERCUTS AND BURRS. GRIND SMOOTH ALL WELDS SO THAT NO SHARP PROTRUSIONS REMAIN. SMOOTH IS DEFINED AS: "NO CUTS OR ABRASIONS OCCUR WHEN RUBBING YOUR HAND OVER THE WELD."
- BEFORE WELDING, REMOVE ALL COATINGS WITHIN 6" OF THE AREA TO BE WELDED. USE ASTM A-36 CARBON STEEL FOR ALL STRUCTURAL STEEL; USE A-307 BOLTS UNLESS OTHERWISE SPECIFIED.
- FIELD FIT UP PROBLEMS OR CHANGES TO THE PLAN SHEETS ARE TO BE BROUGHT TO THE ATTENTION OF THE ENGINEER.

**GENERAL PAINTING INSTRUCTIONS:**

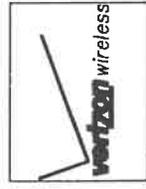
- SHOP PAINTING:  
 ABRASIVE BLAST CLEAN ALL NEW STEEL TO COMMERCIAL GRADE (SSPC-SP6) CONDITION AND APPLY A THREE COAT EPOXY/URETHANE SYSTEM AS FOLLOWS:  
 COAT INEMEC SERIES MINIMUM DFT MAXIMUM DFT  
 PRIMER 27 2.0 3.0  
 INTERMEDIATE 27 2.0 3.0  
 TOP COAT\* 1074 2.0 3.0  
 EDGES TO BE WELDED IN THE FIELD SHALL NOT BE COATED (LEAVE A MINIMUM OF TWO INCHES BARE METAL).
- FIELD PAINTING:  
 EXTERIOR-SOLVENT CLEAN, SPOT POWER TOOL CLEAN ALL ABRASED AND WELDED AREAS TO A SSPC-SP11 GRAY METAL CONDITION AND SPOT COAT IN ACCORDANCE WITH COATINGS AS SPECIFIED ABOVE.  
 DRY INTERIOR-SPOT POWER TOOL CLEAN ALL AREAS OF BURNED COATING TO A SSPC-SP11 GRAY METAL CONDITION AND APPLY A TWO COAT EPOXY POLYAMIDE SYSTEM AS FOLLOWS:  
 COAT INEMEC SERIES MINIMUM DFT MAXIMUM DFT  
 PRIMER FC20 3.0 5.0  
 TOP COAT\* FC20 3.0 5.0  
 WET INTERIOR-SPOT POWER TOOL CLEAN ALL AREAS OF BURNED COATING TO A SSPC-SP11 GRAY METAL CONDITION AND COAT IN ACCORDANCE WITH COATINGS AS SPECIFIED BELOW:  
 COAT RAVEN SERIES MINIMUM DFT MAXIMUM DFT  
 PRIMER AQUATAPOXY 3.0 5.0  
 AQUATAPOXY 6.0 10.0  
 TOTAL

- PREPARATION OF GALVANIZED MATERIAL:  
 APPLY ONE COAT OF CLEAN 'N' ETCH AS PER MANUFACTURER'S RECOMMENDATIONS AND COAT IN ACCORDANCE WITH COATINGS AS SPECIFIED BELOW:  
 COAT INEMEC SERIES MINIMUM DFT MAXIMUM DFT  
 PRIMER 66 HI-BUILD EPOXYLINE 2.0 3.0  
 TOP COAT\* 1074 ENDURA-SHIELD 2.0 3.0  
 TOTAL 4.0 6.0
- PREPARATION OF ALL MISCELLANEOUS ANTENNA EQUIPMENT:  
 (ANTENNAS, COAX, MOUNTING BRACKETS)  
 COAT INEMEC SERIES MINIMUM DFT MAXIMUM DFT  
 PRIMER 135 CHEM-BUILD EPOXY 3.0 4.0  
 TOP COAT\* 1074 ENDURA-SHIELD 2.0 3.0  
 TOTAL 5.0 7.0

APPLY ALL COATINGS IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS.

\*TOP COAT COLOR TO MATCH EXISTING COLOR. (SEE TANK OWNER FOR RECORDS)

**GENERAL NOTES**



MACREADY W.T.  
388 HAMILTON  
LEBANON RD.  
MONROE, OH

NO.	REVISION/DESCRIPTION	DATE
1	STARTED FOR REVIEW/BOOKING	02/28/15
2	STARTED FOR REVIEW/BOOKING	04/14/15

CONTRACT NO.	HMTN-030
DATE PROJECT Began	35-01-05-15
PROJECT BY	AS
DRAWN BY	BMG
CHECKED BY	
DATE	

STRUCTURAL DRAWINGS

S5

**EXHIBIT D**  
**ACCESS EASEMENT**  
**AND**  
**UTILITY EASEMENT**

To the Agreement dated \_\_\_\_\_, 2016, by and between City of Monroe, Ohio, an Ohio Municipal Corporation, as Landlord, and New Par, A Delaware Partnership, d/b/a Verizon Wireless as Tenant, as Tenant.

The Easement(s) is/are described by use of attached Exhibit D.





