

**COUNTY COUNCIL**  
**OF**  
**TALBOT COUNTY, MARYLAND**

2012 Legislative Session, Legislative Day No.: February 28, 2012

Resolution No.: 192

Introduced by: Mr. Pack, Ms. Price

**A RESOLUTION TO APPROVE AN OPTION TO ENTER INTO A LEASE AGREEMENT FOR APPROXIMATELY 35' X 38' OF LAND AT THE EASTON AIRPORT, ON WHICH THE LESSEE IS TO APPLY FOR APPROVAL TO INSTALL A MONOPOLE FOR TELECOMMUNICATIONS**

By the Council, February 28, 2012

Introduced, read the first time, and ordered posted, with Public Hearing scheduled on Tuesday, March 27, 2012, at 6:30 p.m. in the Bradley Meeting Room, South Wing, Talbot County Courthouse, 11 N. Washington St., Easton, Maryland 21601.

By order: \_\_\_\_\_

*Susan W. Moran*

**A RESOLUTION TO APPROVE AN OPTION TO ENTER INTO A LEASE AGREEMENT FOR APPROXIMATELY 35' x 38' OF LAND AT THE EASTON AIRPORT, ON WHICH THE LESSEE IS TO APPLY FOR APPROVAL TO INSTALL A MONOPOLE FOR TELECOMMUNICATIONS**

WHEREAS, Talbot County desires to consider a proposed option to enter into a lease of a portion of land, approximately 35' x 38' at the Easton Airport (the "Premises"), on which the Lessee is to request permits and approvals to install a 145' monopole for telecommunications; and,

WHEREAS, the County desires to schedule a public hearing to consider the proposed option and lease in accordance with Article 25A § 5 (B) Md. Ann. Code, in order to provide the public an opportunity to comment on the proposed lease; and,

WHEREAS, this Resolution is adopted to schedule that public hearing and authorize advertisement of the proposed terms so that the County Council may receive and consider public comment to determine whether to enter into the proposed option and lease agreement.

The proposal is to lease a portion of said Property, being described as a 35' by 38' parcel containing 1,330 square feet (the "Land Space"), together with a non-exclusive right (the "Right-of-Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a thirty (30') foot wide right-of-way extending from the nearest public right-of-way, Corkran Road, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights-of-way from the Land Space, said Land Space and Right-of-Way (hereinafter collectively referred to as the "Premises"). Lessee will apply for permits and approvals to construct a monopole for telecommunications that will be approximately 145' high. Lessee will pay the sum of One Thousand Dollars (\$1,000) for the initial right and option to lease the Premises. This Option may be exercised at any time on or prior to twelve (12) months after the date of the Option and Land Lease Agreement. If the Option has not been so exercised, it shall be automatically extended for one (1) additional period of twelve (12) months. If the Option is extended, Lessee shall make an additional payment of One Thousand Two Hundred Dollars (\$1,200). If during the Option period Lessee determines to exercise the Option, as set forth above, the Commencement Date for the Land Lease Agreement shall be the first day of the month in which notice of the exercise of the Option, as set forth above, is effective and Lessee shall make rental payments to Talbot County for an initial term of five (5) years at a total annual rental of Twenty-One Thousand Dollars (\$21,000) to be paid in equal monthly installments One Thousand Seven Hundred Fifty Dollars (\$1,750) each.

Talbot County will also have the opportunity to enter into ground leases with additional third-party telecommunications providers who may co-locate on the monopole in the future.

WHEREAS, following receipt of public comment and closure of the public record, the County Council will take such action as it deems advisable consistent with requirements of law and promotion of public health, safety, and welfare.

NOW, THEREFORE, BE IT RESOLVED, by the County Council of Talbot County, Maryland that:

1. The above recitals are hereby incorporated by reference herein.
2. The proposed *Option and Land Lease Agreement* attached hereto as Exhibit "A," which is incorporated by reference herein, shall be and is hereby approved;
3. If the proposed *Option and Land Lease Agreement* is APPROVED, or APPROVED AS AMENDED, the County Manager is hereby authorized to execute the same according to its terms, including any amendments duly adopted by the Council, on behalf of Talbot County, Maryland.

ADOPTED

By the Council: March 27, 2012

Certified Susan W. Moran  
Susan Moran, Secretary

## PUBLIC HEARING

Having been posted and Notice of time and place of hearing and Title of Resolution No. 192 having been published, a public hearing was held on Tuesday, March 27, 2012 at 6:30 p.m. in the Bradley Meeting Room, South Wing, Talbot County Courthouse, 11 North Washington Street, Easton, Maryland 21601.

## BY THE COUNCIL

ENACTED: March 27, 2012

By Order Susan W. Moran  
Secretary

Pack -	Aye
Hollis -	Nay
Bartlett -	Nay
Price -	Aye
Duncan -	Aye

SITE NAME: Andrew

## OPTION AND LAND LEASE AGREEMENT

This Option and Land Lease Agreement (this "Agreement"), made this 27th day of April, 2012, between TALBOT COUNTY, MARYLAND, with its principal offices located at 11 North Washington Street, Easton, Maryland 21601, hereinafter designated LESSOR and CELLCO PARTNERSHIP, a Delaware general partnership, d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

### I. OPTION.

LESSOR is the owner of that certain real property located at 29137 Newnam Road, Easton, Maryland 21601, as shown on the Tax Map of Talbot County at Map 25, Grid 17, Parcel 104, and being further described in a Deed recorded in Deed Book 743 at Page 685 as recorded in the Land Records of Talbot County (the entirety of LESSOR's property is referred to hereinafter as the "Property"). LESSEE desires to obtain an option to lease a portion of said Property, being described as a 35' by 38' parcel containing 1,330 square feet (the "Land Space"), together with the non-exclusive right (the "Right-of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a thirty (30') foot wide right-of-way extending from the nearest public right-of-way, Corkran Road, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Right of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof.

NOW THEREFORE, in consideration of the sum of One Thousand and no/100 Dollars (\$1,000.00), to be paid by LESSEE to the LESSOR, the LESSOR hereby grants to LESSEE the right and option to lease said Premises, for the term and in accordance with the covenants and conditions set forth herein. The foregoing payment shall be made by LESSEE within forty-five days (45) of execution of this Agreement or receipt of a W-9 (defined below) from Lessor.

The option may be exercised at any time on or prior to twelve (12) months after the date of this Agreement. If the option has not been so exercised, it shall be automatically extended for one additional period of twelve (12) months, unless LESSEE gives written notice to the LESSOR of the intent not to extend prior to the end of the initial option period. If the option is extended, LESSEE shall make an additional payment of One Thousand Two Hundred and no/100 Dollars (\$1,200.00) to LESSOR within thirty (30) days of the option being extended, provided LESSOR has supplied to LESSEE the Rental Documentation, as defined in and in accordance with Paragraph 3 of the Agreement below. The time during which the option may be exercised may be further extended by mutual agreement in writing. If during said option period, or during the term of the lease, if the option is exercised, the LESSOR decides to subdivide, sell or change the status of the Property or LESSOR's property contiguous thereto LESSOR shall immediately notify LESSEE in writing so that LESSEE can take steps necessary to protect LESSEE's interest in the Premises.

This option may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of the LESSEE in the market defined by the Federal Communications Commission in which the Property is located. 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, delayed or conditioned. For purposes of this paragraph, a change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

Should LESSEE fail to exercise this option or any extension thereof within the time herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered, this option terminated, and LESSOR shall retain all money paid for the option, and no additional money shall be payable by either Party to the other.

LESSOR shall cooperate with LESSEE in its effort to obtain all certificates, permits and other approvals that may be required by any Federal, State or Local authorities which will permit LESSEE use of the Premises. LESSOR shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE.

The LESSOR shall permit LESSEE, during the option period, free ingress and egress to the Premises to conduct such surveys, inspections, structural strength analysis, subsurface soil tests, and other activities of a similar nature as LESSEE may deem necessary, at the sole cost of LESSEE.

LESSOR agrees to execute a Memorandum of this Option to Lease Agreement which LESSEE may record in the appropriate land records. The date set forth in the Memorandum of Option to Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

Notice of the exercise of the option shall be given by LESSEE to the LESSOR in writing by certified mail, return receipt requested. Notice shall be deemed effective on the date it is posted. On the date of such notice the following agreement shall take effect:

## II. LEASE.

1. PREMISES. LESSOR hereby leases the Premises to LESSEE on the terms and conditions set forth in this Agreement. In the event any public utility is unable to use the Rights of Way, LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, 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 boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Twenty One Thousand and no/100 Dollars (\$21,000.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR, or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE. The Commencement Date shall be the first day of the month in which notice of the exercise of the option, as set forth above, is effective, LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall be immediately due, but may not actually be sent by LESSEE until thirty (30) days after the exercise of the option is effective.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

LESSOR hereby agrees to provide to LESSEE a complete and fully executed Internal Revenue Service Form W-9, or equivalent (either is a "W-9"), in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; Delivery of a LESSOR's W-9 to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until LESSOR's W-9 has been supplied to LESSEE as provided herein. Delivery of a W-9 to LESSEE by any assignee(s) or transferee(s) of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s) or transferee(s) of LESSOR until a W-9 for each such assignee(s) or transferee(s) has been supplied to LESSEE as provided herein.

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

5. RENTAL ESCALATIONS. The annual rental shall increase on each anniversary of the Lease Commencement Date by three percent (3%) during the initial term and any extension terms of this Agreement (whether extended in accordance with Section 4 or Section 6 of this Agreement).

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property as a result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE 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 LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE 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 Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE 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 LESSEE is wholly or partly responsible for payment. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. LESSOR (solely in its capacity as the fee simple owner of the Property, and not in any way in its capacity as a governmental authority, as determined in the LESSOR's sole reasonable discretion) agrees to reasonably cooperate with LESSEE, at LESSEE's sole cost and expense, to ensure LESSEE can file and prosecute any such appeal, challenge or sought modification.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates,



whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, except that, in no event, shall any such equipment, antennas, conduits, or frequencies cause interference with operation or communication of the control tower or other radio or communication devices at the airport at any time during the Term (provided the equipment used in the control tower or other radio or communications devices are in compliance with Federal Communications Commission non-interference rules and used in accordance with the manufacturer's specifications). It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of 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 LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to the provisions and limitations in the Maryland Tort Claims Act and without waiver of sovereign immunity, and subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. In no event will either Party indemnify the other Party for negligent acts or willful misconduct of such indemnified Party.

10. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, provided that such insurance set forth in subparagraph b, below, is carried at the time of such fire or other casualty event by the Party released. Such waivers and releases shall apply between the Parties and they shall also apply to

any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 9 and 29, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

13. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to (a) any equipment of LESSOR, whenever it may be placed upon the Property, provided that such equipment is in compliance with Federal Communications Commission non-interference rules and used in accordance with the manufacturer's specifications, or (b) any equipment of any other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. If LESSOR provides LESSEE with written notice of such interference believed to be caused by LESSEE'S equipment or LESSEE'S operations at the Premises, LESSEE shall take immediate steps to investigate such claim. If a qualified radio frequency engineer of LESSOR, or other suitable technician approved by LESSOR and LESSEE, determines or confirms that either LESSEE's equipment or LESSEE's operations at the Premises is causing the interference, LESSEE shall promptly eliminate such interference within fifteen (15) days after such determination or suspend its operations, or use of the equipment, causing the interference at the Premises (except for intermittent testing at times reasonably acceptable to LESSOR to determine compliance with this provision) until the interference is corrected. LESSOR agrees that any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 33 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

15. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 14 and this Paragraph 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

16. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

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

18. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term 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 during the Term that there are no 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 or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

19. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

20. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

21. ASSIGNMENT.

a. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. For purposes of this paragraph, change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

b. LESSEE may sublease or license portions of the monopole, tower, or other structure constructed by it ("Tower") to third parties, together with the non-exclusive use of the access and utility easements granted under this Agreement, provided that such third parties, as a condition to the subleasing or licensing of space from LESSEE on the Tower, execute a lease directly with LESSOR for the leasing of ground space on terms reasonably acceptable to LESSOR. LESSOR and LESSEE agree to cooperate with each other in good faith to effectively and efficiently carry out the provisions of this Section 22 regarding the leasing, subletting or licensing of space to third parties. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto. Notwithstanding the forgoing, in the event technological changes would otherwise allow LESSEE to sublease or license space on the Tower to third parties without the need or desire for any additional agreement between LESSOR and such third party for ground space (including, without limitation, if such third party were able to

use the Land Space in lieu of leasing additional ground space from LESSOR), LESSEE shall not enter into any sublease or license without LESSOR's prior written consent, which consent may be conditioned on payment of additional rent or other compensation to LESSOR in an amount satisfactory to LESSOR (the parties intending that such amount equal the amount the LESSOR would have been entitled to if, using the technology that existed as of the date of this Agreement, additional ground space were required by such third party).

22. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Airport Manager Mr. Michael Henry  
Easton Airport  
29137 Newman Road, Unit One  
Easton, Maryland 21601

LESSEE: Cellco Partnership / Washington, D.C. SMSA Limited Partnership  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

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

24. SUBORDINATION. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit on the lender's commercially reasonable form, which shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods.

25. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record in the appropriate land records. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

26. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph.

27. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, the Parties shall use reasonable efforts to mitigate its damages in connection with a default by the other. If either Party performs any of the other Party's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred shall immediately be owing the defaulting Party shall pay to the non-defaulting Party upon demand the full undisputed amount thereof with interest thereon from the date of payment at the lesser of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if the defaulting Party does not pay the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due the non-defaulting Party may offset the full undisputed amount, including all accrued interest, due against all fees due and owing until the full undisputed amount, including all accrued interest, is fully reimbursed.

## 28. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws concerning any condition on the Property currently existing, or hereafter created or caused other than by LESSEE, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property. LESSEE will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws concerning any condition on the Property hereafter created or caused by LESSEE, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity conducted by LESSEE in, on, or in any way related to the Property.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, except to the extent such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, except to the extent such environmental conditions are caused by LESSEE.

c. LESSEE shall hold LESSOR harmless and indemnify LESSOR from and assume all duties, responsibility and liability at LESSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions caused by LESSEE, unless such non-compliance results from pre-existing conditions or conditions caused by LESSOR; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the LESSEE's use of the Property or activities conducted thereon, except, in either instance, to the extent such environmental conditions are caused by pre-existing conditions or caused by LESSOR.

29. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then, if such fire or other casualty was not caused by LESSEE, LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, provided LESSEE shall not have caused the fire or other casualty, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

30. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the area of the Premises taken bears to the total area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

31. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's



behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

32. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect insofar as the same may affect LESSEE'S use and enjoyment of the Property (collectively, the "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating to LESSEE's specific use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

33. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

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

*[signature page follows]*

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

**LESSOR:**

**TALBOT COUNTY, MARYLAND**

Susan W. Moran  
WITNESS

By: [Signature]  
Name: JOHN C. CRAIG  
Title: TALBOT COUNTY MANAGER  
Date: 4/2/12

**LESSEE:**

**CELLCO PARTNERSHIP d/b/a Verizon Wireless**

Scott Shepherd  
WITNESS

By: [Signature]  
David R. Heverling  
Area Vice President Network  
Date: 4/2/12

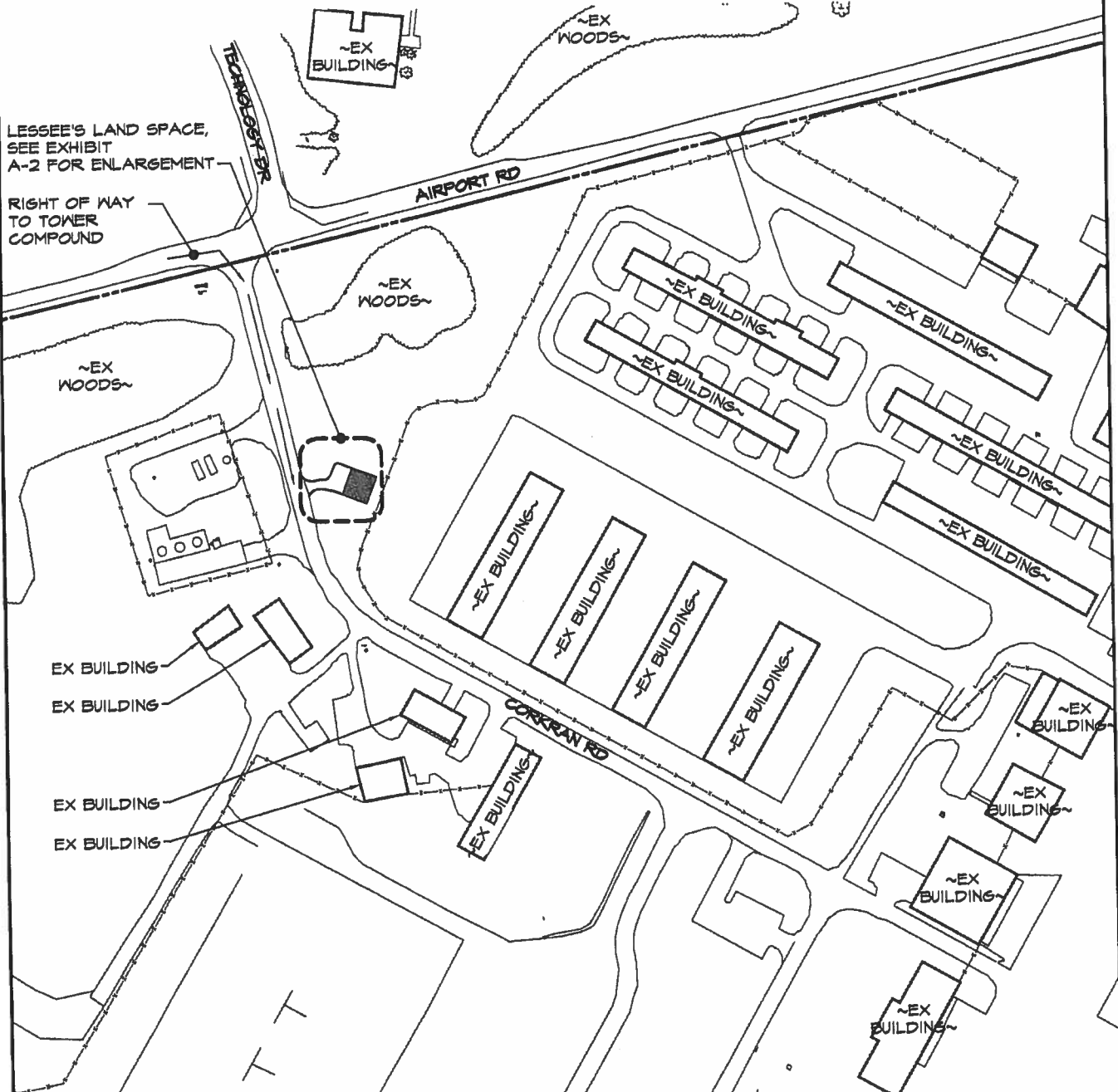
Exhibit "A"

(Sketch of Premises within Property)

# EXHIBIT A-1

LESSEE'S LAND SPACE,  
SEE EXHIBIT  
A-2 FOR ENLARGEMENT

RIGHT OF WAY  
TO TOWER  
COMPOUND



## SITE PLAN

SCALE: 1" = 200'

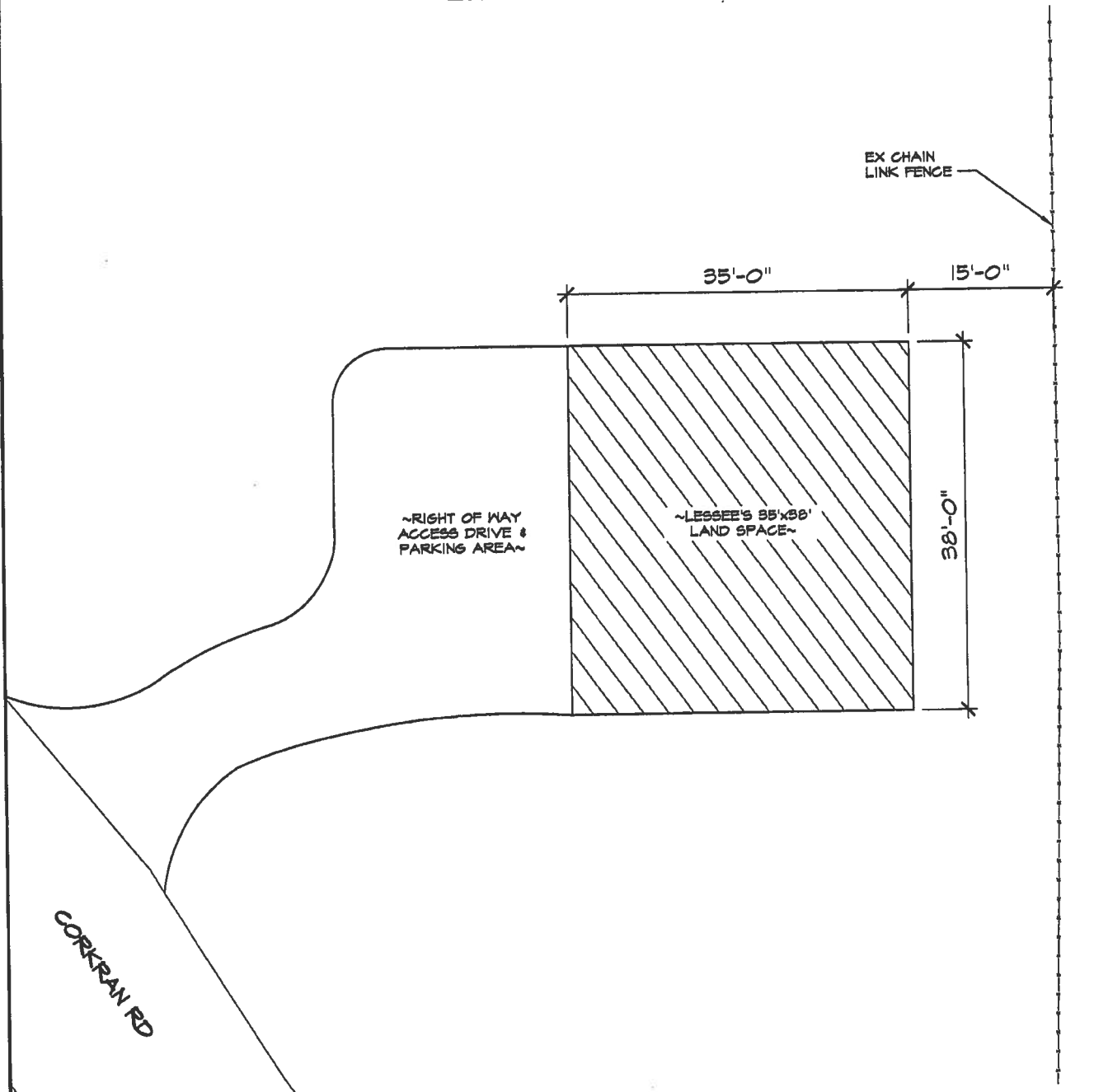


**MORRIS & RITCHIE ASSOCIATES, INC.**  
ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS  
1220-C East Joppa Road, Suite 505  
Towson, Maryland 21286  
(410) 821-1690  
Fax (410) 821-1748

**ANDREW**  
29137 NEWMAN ROAD  
EASTON, MARYLAND 21601  
TALBOT COUNTY

SCALE: AS NOTED	DATE: 02/02/12	DRAWN BY: CJS	DESIGN BY: BES	REVIEW BY: BES	JOB NO.: 10427.960
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# EXHIBIT A-2



## COMPOUND LAYOUT

SCALE: 1" = 15'



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