COUNTY COUNCIL

OF

TALBOT COUNTY, MARYLAND

2018 Legislative Session, Legislative Day No.: December 18, 2018

Resolution No.: 269

Introduced by: Mr. Callahan, Mr. Divilio, Mr. Lesher, Mr. Pack, Ms. Price

A RESOLUTION TO APPROVE EXECUTION OF AN OPTION TO LEASE, AS WELL AS THE TERMS OF A LONG-TERM LEASE OF, CERTAIN UNIMPROVED LAND LOCATED ADJACENT TO THE EXISTING CELLULAR TOWER ON CORKRAN ROAD AT THE EASTON AIRPORT TO T-MOBILE NORTHEAST, LLC; THE LAND TO BE LEASED CONSISTING OF TWO HUNDRED EIGHT (208) SQUARE FEET; THE TERM OF THE OPTION BEING ONE-YEAR IN EXCHANGE FOR THE NON-REFUNDABLE SUM OF ONE THOUSAND DOLLARS ($1,000.00); AND, THE TERM OF THE LEASE BEING FIVE (5) YEARS WITH RENT OF ONE THOUSAND DOLLARS ($1,000.00) PER MONTH, SUBJECT TO A THREE PERCENT (3%) ANNUAL ESCALATOR, AND THE RIGHT TO RENEW SAID LEASE FOR FIVE (5) SUCCESSIVE RENEWAL TERMS OF FIVE (5) YEARS EACH

By the Council December 18, 2018

Introduced, read the first time, and ordered posted, with Public Hearing scheduled on Tuesday, January 8, 2019 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 Moran

A RESOLUTION TO APPROVE EXECUTION OF AN OPTION TO LEASE, AS WELL AS THE TERMS OF A LONG-TERM LEASE OF, CERTAIN UNIMPROVED LAND LOCATED ADJACENT TO THE EXISTING CELLULAR TOWER ON CORKRAN ROAD AT THE EASTON AIRPORT TO T-MOBILE NORTHEAST, LLC; THE LAND TO BE LEASED CONSISTING OF TWO HUNDRED EIGHT (208) SQUARE FEET; THE TERM OF THE OPTION BEING ONE-YEAR IN EXCHANGE FOR THE NON-REFUNDABLE SUM OF ONE THOUSAND DOLLARS ($1,000.00); AND, THE TERM OF THE LEASE BEING FIVE (5) YEARS WITH RENT OF ONE THOUSAND DOLLARS ($1,000.00) PER MONTH, SUBJECT TO A THREE PERCENT (3%) ANNUAL ESCALATOR, AND THE RIGHT TO RENEW SAID LEASE FOR FIVE (5) SUCCESSIVE RENEWAL TERMS OF FIVE (5) YEARS EACH

WHEREAS, Local Government Article § 10-312 (formerly Article 25A § 5 (B)) Md. Ann. Code requires a public hearing to provide the public an opportunity to comment upon proposed leases of real property owned by Talbot County; and,

WHEREAS, Talbot County has properly advertised the proposed transactions for a public hearing to receive public comment;

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

1. The terms of the Option and Site Lease Agreement (attached hereto as Exhibit "A" and incorporated by reference herein) shall be and are hereby APPROVED; and,
2. The County Manager is hereby authorized and directed to execute the Option and Site Lease Agreement on behalf of Talbot County, Maryland.
3. This Resolution shall become effective immediately upon adoption.

PUBLIC HEARING

Having been posted and Notice of time and place of hearing and Title of Resolution No. 269 having been published, a public hearing was held on Tuesday, January 8, 2019 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

Read the second time:

Enacted: _____

By Order: _____
Susan W. Moran, Secretary

Pack -

Callahan -

Divilio -

Price -

Lesher -

Effective Date: _____

OPTION AND SITE LEASE AGREEMENT

This **OPTION AND SITE LEASE AGREEMENT** (this "**Agreement**") is effective the date of the last signature on this Agreement (the "**Effective Date**") by and between TALBOT COUNTY, MARYLAND, a political subdivision of the State of Maryland ("**Landlord**") and T-Mobile Northeast LLC, a Delaware Limited Liability Company with its principal office at 12920 SE 38th Street, Bellevue, WA 98006 ("**Tenant**").

Landlord and Tenant agree to the following:

1. **Property Description**. Landlord is the owner of the real property located at 29137 Newman Road, Easton, Maryland 21601 as shown on Tax Map 25, Grid 17, Parcel 104, being further described on **Exhibit A** (the "**Property**"). The Property includes the premises which is comprised of approximately 208 square feet as , as described on **Exhibit B,** together with the non-exclusive right for ingress and egress, seven (7) days a week twenty-four (24) hours a day over or along a thirty foot (30') wide right-of-way extending from the nearest public right-of-way, Corkran Road, and for the installation and maintenance of utility wires, poles, cables, conduits and pipes as further described herein (the "**Premises**").

2. **Option.** Landlord grants to Tenant an option to lease the Premises on the terms and conditions described in this Agreement (the "**Option**"). The Option shall commence on the Effective Date and shall continue for a period of one (1) year (the "**Option Period**"). Tenant shall give Landlord written notice in the event Tenant decides to exercise the Option. The Option Period will be automatically extended for one (1) successive one (1) year period, unless prior to the expiration of the Option Period Tenant provides written notice to the Landlord of its election not to renew or exercise its Option. For the initial year of the Option Period and each subsequent Option Period, Tenant shall pay Landlord the non-refundable sum of one thousand and 00/100 dollars ($1,000.00). Payment of the first $1,000 shall be made within twenty (20) business days of the Effective Date for the first Option Period and payment of the second $1,000 within ten (10) days of the automatic extension if applicable. Upon Tenant's exercise of the Option, this Agreement will constitute a lease of the Premises on the terms and conditions described below (the "**Lease**"); provided, however, that Tenant acknowledges and agrees that Landlord must comply with the notice and comment requirements set forth in Local Government Article ("LG") § 10-312, Md. Code Ann., prior to disposition of the Premises to Tenant under the terms and conditions of the Lease. Tenant further acknowledges and agrees that the Lease is expressly conditioned upon compliance with LG § 10-312 and that Landlord reserves the right to not approve the disposition if after receiving public comment, Landlord determines that such disposition is not in the public interest. Landlord acknowledges and agrees that upon receipt of Tenant's timely written notice to exercise the Option, Landlord will promptly initiate its customary notice and comment process required by LG § 10-312.

3. **Landlord Cooperation.** During the Option Period and Term (as defined below), Landlord shall cooperate with Tenant's due diligence activities, which shall include, but not be limited to, access to the Property for inspections, testing, permitting related to the Permitted Uses (as defined below). Landlord authorizes Tenant to file, submit and obtain all zoning, land use and other applications for permits, licenses and approvals required for the Permitted Uses from all applicable governmental and quasi-governmental entities (collectively, the "**Governmental Approvals**"). Landlord's cooperation shall include the prompt execution and delivery of any documents necessary to obtain and maintain Government Approvals or utility services. Additionally, Landlord shall not take any actions which are in conflict with or interfere with Tenant's Governmental Approvals.

4. **Antenna Facilities and Permitted Uses.** Tenant leases the Premises for its equipment, personal property and improvements associated with Tenant's wireless communications business (the **"Antenna Facilities"**). The Premises may be used for the construction, installation, operation, maintenance, repair, addition,

upgrading, removal or replacement of any and all Antenna Facilities (the "**Permitted Uses**") for no fee or additional consideration. The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant, at its expense, may use any and all reasonable means as Tenant deems necessary to control, secure or restrict access to the Antenna Facilities. If necessary to maintain service, Tenant shall have the right to seek Landlord's approval to locate a cell-on-wheels, or other temporary antenna facility on the Property, which approval shall not be unreasonably withheld. Landlord shall cooperate with the placement of any duly approved temporary facility at a mutually acceptable location.

5. **Lease Term.**

a) The Initial Term of the Lease shall be five (5) years commencing on the date of Tenant's exercise of the Option (the "**Commencement Date**"), and ending at 11:59 p.m. on the day immediately preceding the fifth (5th) anniversary of the Commencement Date (the "**Initial Term**"). The Initial Term, together with any Renewal Terms and Extended Periods are referred to collectively as the "**Term**."

b) The Initial Term shall automatically renew for five (5) successive renewal terms of five (5) years each (each a "**Renewal Term**"), provided, however, that Tenant may elect not to renew by providing written notice prior to the expiration of the then current Term.

c) Upon the expiration of the final Renewal Term, Tenant shall have the right to continue to occupy the Premises and the Term shall automatically extend for successive one (1) year periods (each, an "**Extended Period**"). Landlord may terminate the renewal of any Extended Period by delivery of notice at least six (6) months prior to the end of the then current Extended Period. Tenant may terminate any Extended Period at any time by delivery of notice to Landlord.

6. **Rent/Other Charges.**

a) Upon the Commencement Date, Tenant shall pay Landlord rent in the amount of one thousand Dollars ($1,000.00) per month (the "**Rent**"). Tenant shall deliver Rent to Landlord at the address specified in Section 15, or by electronic payment. The first Rent payment shall be due within twenty business (20) days after the Commencement Date. Subsequent Rent shall be payable by the fifth day of each month.

b) The Rent shall be increased annually by three percent (3%) on each anniversary of the Commencement Date. The Rent shall continue to be paid on a monthly basis. The Rent for each Extended Period shall be an amount equal to one hundred three percent (103%) of the Rent for the immediately preceding Term.

c) Rent for any partial month shall be prorated on a per day basis, based on the number of days in the month in question. Landlord shall cooperate with Tenant regarding the use of any electronic rent payment systems or the provision of any associated documentation. Tenant may condition payment of Rent and any other sums payable under this Agreement upon Tenant's receipt of a duly completed IRS form W-9, or similar governmental form.

7. **Interference.** Tenant 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 Landlord, 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 tenants of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. If Landlord provides Tenant with written notice of such interference believed to be caused by Tenant's equipment or Tenant's operations at the Premises, Tenant shall

take immediate steps to investigate such claim. If a qualified radio frequency engineer of Landlord, or other suitable technician approved Landlord and Tenant, determines or confirms that either Tenant's equipment or Tenant's operations at the Premises is causing the interference, Tenant 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 Landlord to determine compliance with this provision) until the interference is corrected. Landlord 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 Tenant. 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.

8. Utility Services.

a) Tenant shall have the right to connect to, maintain, repair, upgrade, remove or replace existing utility related equipment and shall have the right to install new utility related equipment to service its Antenna Facilities, or cell-on-wheels on, or serving the Property (collectively, the "**Utility Facilities**").

b) Tenant shall be responsible for all utilities charges for electricity, or any other utility service used by Tenant on the Premises. Tenant may install separate meters for Tenant's utility usage.

9. Access.

a) Landlord shall furnish, at no additional charge to Tenant, unimpeded access to the Premises on a 24-hours-a-day, 7-days-a-week basis to Tenant and Tenant's employees, agents, contractors and other designees.

b) Landlord grants Tenant, at no additional Rent or charge, the non-exclusive right on, over, under and across the Property from the nearest public right-of-way, Corkran Road, for ingress, egress, communications, power and other utilities, construction, demolition and access to the Premises and any Utility Facilities.

10. Termination. Tenant may terminate this Agreement without further liability, upon thirty (30) days prior written notice to Landlord, for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect Tenant's ability to operate; (ii) a Federal Communications Commission ("**FCC**") ruling or regulation that is beyond the control of Tenant; (iii) technical or economic reasons; or (iv) if Tenant is unable to obtain any Governmental Approval required for the construction or operation of Tenant's Antenna Facilities. Upon ninety (90) days prior written notice to Landlord, Tenant may terminate this Agreement for any or no reason.

11. Casualty and Condemnation. In the event of damage by fire or other casualty to the Premises or Antenna Facilities that cannot reasonably be expected to be repaired within 45 days following same, or if the damage is such that it may reasonably be expected to disrupt Tenant's operations at the Premises for more than 45 days, then, if such fire or other casualty was not caused by Tenant, Tenant may terminate this Agreement upon 15 days prior written notice to Landlord. Notwithstanding the foregoing, provided the Tenant did not cause 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 Tenant's use of the Premises is impaired. If the Premises or Antenna Facilities, or any portion thereof, are taken or condemned by power of eminent domain or other governmental taking, then, Tenant shall have option of terminating this Agreement or continuing, to the extent possible, in which event rent shall abate in proportion to the degree to which Tenant's use of the Premises and/or Antenna Facilities is impaired.

Tenant 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 damages (but not for loss of its leasehold interest).

12. Default and Right to Cure. A party shall be deemed in default under this Agreement if it fails to make any payment, or to perform any obligation required of it within any applicable time period specified and does not commence curing such breach within thirty (30) days after receipt of written notice of such breach from the non-defaulting party ("**Default**"). This Agreement, or Tenant's rights of possession shall not be terminated due to any Tenant Default unless: (a) the Default is material; and, (b) Landlord shall have given Tenant not less than thirty (30) days prior written notice, after the expiration of the cure period described above, and Tenant fails to cure or commence the cure of such Default within the second thirty (30) day notice period.

13. Taxes. Tenant shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property as a result of Tenant's use of the 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 Tenant 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 Landlord demonstrates arises from Tenant's improvements and/or use of the Premises. 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 Property. Tenant shall have the right, at its sole option, cost, and expense, to appeal, challenge or seek a modification of any tax assessment or billing for which Tenant is wholly or partly responsible for payment. In the event that as a result of any appeal or challenge by Tenant, there is a reduction, credit or repayment received by the Landlord for any taxes previously paid by Tenant, Landlord agrees to promptly reimburse to Tenant the amount of said reduction, credit or repayment. Landlord (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 Landlord's sole reasonable discretion) agrees to reasonably cooperate with Tenant, at Tenant's sole cost and expense, to ensure Tenant can file and prosecute any such appeal, challenge or sought modification.

14. Insurance and Subrogation and Indemnification.

a) During the Term, Tenant and Landlord each shall maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars ($1,000,000.00) per occurrence and Two Million and no/100 Dollars ($2,000,000.00) aggregate. Each party may satisfy this requirement by obtaining the appropriate endorsement to any master insurance policy such party may maintain. Tenant and Landlord shall each maintain "all risk" or "special causes of loss" property insurance on a replacement cost basis for their respectively owned real or personal property.

b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of an insured loss, neither party's insurance company shall have a subrogated claim against the other party.

c) Subject to the provisions and limitations of the Maryland Tort Claims Act and without waiver of sovereign immunity and subject to property insurance waivers set forth in the preceding subsection (b), Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liabilities, including reasonable attorneys' fees, to the extent caused by or arising out of: (i) any negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, or (ii) any spill or other release of any

Hazardous Substances (as defined below) on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party.The indemnifying party's obligations under this subsection are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same.

d) The provisions of subsections (b) and (c) above shall survive the expiration or termination of this Agreement.

15. Notices. All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:
T-Mobile Northeast LLC
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/7BAS468A

If to Landlord, to:
Easton Airport
Airport Manager Mr. Michael Henry
29137 Newman Road, Unit One
Easton, MD 21601

Per the W-9 Form Rent is to be paid to:
Talbot County Maryland
11 N. Washington Street
Easton, MD 21601

16. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants that: (a) Landlord has full right, power and authority to execute and perform this Agreement and to grant Tenant the leasehold interest contemplated under this Agreement; (b) Landlord has good and unencumbered title to the Property, free and clear of any liens or Mortgages (defined below) which shall interfere with Tenant's Lease or any rights to or use of the Premises; (c) the execution and performance of this Agreement shall not violate any laws, ordinances, covenants, or the provisions of any Mortgage, lease, or other agreement binding on Landlord; (d) Tenant's use and quiet enjoyment of the Premises shall not be disturbed; and (e) Landlord shall be responsible, at its sole cost and expense, for maintaining all portions of the Property in good order and condition and in compliance with all applicable laws, including without limitation, the roof, any support structure owned by Landlord, HVAC, plumbing, elevators, landscaping and common areas.

17. Environmental Laws. Landlord and Tenant shall comply with all federal, state and local laws in connection with any substances brought onto the Property that are identified by any law, ordinance or regulation as hazardous, toxic or dangerous (collectively, the "**Hazardous Substances**"). Tenant agrees to be responsible for all losses or damage caused by any Hazardous Substances that it may bring onto the Property and will indemnify Landlord for all such losses or damages. Landlord agrees to be responsible for all losses or damage caused by any Hazardous Substances on or entering the Property, except those brought onto the Property by Tenant, and will indemnify Tenant for all such losses or damages including the cost of any investigation or remediation, or other actions required to comply with applicable law.

18. **Assignment.**

a) Tenant shall have the right to assign, sublease or otherwise transfer this Agreement, upon written notice to Landlord, to any person or business entity which: (i) is a parent, subsidiary, or affiliate of Tenant or Tenant's parent; (ii) is merged or consolidated with Tenant; and/or (iii) acquires more than fifty percent (50%) of either an ownership interest in Tenant or the assets of Tenant in the "Metropolitan Trading Area" or "Basic Trading Area" (as those terms are defined by the FCC) in which the Property is located. All other assignments, subleases or otherwise transfer require approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant shall be relieved of all liabilities and obligations and Landlord shall look solely to the transferee for performance under this Agreement, provided that Tenant is not in default and transferee, on behalf of itself and its heirs, successors and assigns, agrees to be bound by all provisions of this Agreement. Upon receipt of a written request from Tenant, Landlord shall promptly execute an estoppel certificate.

b) Landlord shall have the right to assign and transfer this Agreement only to a successor owner of the Property. Only upon Tenant's receipt of written verification of a sale, or transfer of the Property shall Landlord be relieved of all liabilities and obligations and Tenant shall look solely to the new landlord for performance under this Agreement. Landlord shall not attempt to assign, or otherwise transfer this Agreement separate from a transfer of ownership of the Property (the "**Severance Transaction**"), without the prior written consent of Tenant, which consent may be withheld or conditioned in Tenant's sole discretion. If Tenant consents to a Severance Transaction, Landlord and its successors and assigns shall remain jointly and severally responsible for the performance of all duties and obligations of the Landlord under this Agreement.

19. **Relocation.** Landlord must provide Tenant at least (3) months advanced written notice of any repairs, maintenance or other work (the "**Work**") during the Term of the Lease which would require the relocation of the Antenna Facilities. Landlord agrees that the Work will not interfere with or alter the quality of the services provided by the Antenna Facilities. Landlord will reimburse Tenant for all expenses incurred by Tenant required to accommodate the Work.

20. **Marking and Lighting Requirements.** If any tower or other support structure for Tenant's Antenna Facilities is owned by Landlord, Landlord acknowledges that Landlord shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration and the FCC. Landlord shall indemnify and hold Tenant harmless from any fines or other liabilities caused by Landlord's failure to comply with these requirements.

21. **Miscellaneous.**

a) The prevailing party in any litigation or other legal proceedings arising under this Agreement (including any appeals and any insolvency actions) shall be entitled to reimbursement from the non-prevailing party for reasonable attorneys' fees and expenses.

b) This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and Property. Any amendments to this Agreement must be in writing and executed by both parties.

c) At Landlord'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 Landlord which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to Tenant being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, Landlord shall obtain for Tenant's benefit a non-disturbance and attornment agreement for Tenant's benefit on the lender's commercially reasonable form, which shall recognize Tenant's right to remain in occupancy of and have access to the Premises as long as Tenant is not in default of this Agreement beyond applicable notice and cure periods.

d) This Agreement shall be construed in accordance with the laws of the state or territory in which the Property is located, without regard to the principles of conflicts of law.

e) If any term of this Agreement is found to be void or invalid, the remaining terms of this Agreement shall continue in full force and effect. Any questions of particular interpretation shall be interpreted as to their fair meaning.

f) Each party hereby represents and warrants to the other that this Agreement has been duly authorized, executed and delivered by it, and that no consent or approval is required by any lender or other person or entity in connection with the execution or performance of this Agreement.

g) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent.

h) This Agreement shall extend to and bind the heirs, successors and assigns of the Parties hereto.

i) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Agreement shall legally bind the Parties to the same extent as original documents.

j) Except for indemnification as provided in this Agreement, neither Party shall be liable to the other, or any other 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.

k) Tenant shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its improvements, antenna structure(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. Landlord agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of Tenant shall remain the personal property of Tenant and Tenant 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. If such time for removal causes Tenant to remain on the Premises after termination of this Agreement, Tenant 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.

l) Landlord agrees to execute a Memorandum of this Agreement which Tenant 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.

[Signature Page to Follow]

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

LANDLORD: Talbot County Maryland

By: _____

Printed Name: _____

Title: _____

Date: _____

TENANT: T-Mobile Northeast LLC

By: _____

Printed Name: Kevin Forshee

Title: Area Director

Date: 10-30-18

T-Mobile Legal Approval
Melanie Kiely

[Notary Page To Follow]

LANDLORD ACKNOWLEDGEMENT

STATE OF MARYLAND

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ (date) by _____ (name and title of officer or agent) of Talbot County Maryland, a political subdivision of the State of Maryland.

_____
Notary Public

Printed Name: _____

My Commission Expires: _____

TENANT ACKNOWLEDGEMENT

STATE OF MARYLAND

COUNTY OF Anne Arundel

The foregoing instrument was acknowledged before me this 10/30/19 (date) by Kevin Fushan (name and title of officer or agent) of T-Mobile Northeast LLC, a Delaware limited liability company, on behalf of the limited liability company.

_____
Notary Public

Printed Name: RENARDA NICHOLE HAMILTON
NOTARY PUBLIC, STATE OF MARYLAND
ANNE ARUNDEL COUNTY

My Commission Expires: MY COMMISSION EXPIRES OCTOBER 18, 2021

EXHIBIT A
Legal Description

The Property is legally described as follows:

29137 Newman Road, Easton, Maryland 21601 as shown on Tax Map 25, Grid 17, Parcel 104
Tax Account Number: 046764

EXHIBIT "A"
TO DEED BY AND BETWEEN THE TOWN OF EASTON AS GRANTOR
AND TALBOT COUNTY, MARYLAND AS GRANTEE

PARCEL "A"

ALL that lot or parcel of land located in Talbot County, Maryland and more particularly described in a Certificate of Survey prepared by Brent K. Spicer, Surveyor, dated January, 1991, as follows:

NOTE: The bearings are computed from the angles which have been observed precisely and are referred to the established runway azimuth of the Easton Municipal Airport.

BEGINNING at a concrete monument or marker set on the westerly side line of Centreville Road at a point seven hundred fifty (750) feet southeastwardly, at right angles, from the center line of Runway 4-22 of the Easton Municipal Airport. Thence: (1) Parallel to and seven hundred fifty (750) feet southeastwardly, at right angles, from the center line of Runway 4-22, South thirty degrees, thirty-one minutes, forty seconds West, two thousand, eight hundred thirty-one and sixty-two one hundredths feet

(1) S 30 31 40 W 2831.62 ft.

Thence with "Airport Industrial Park Phase II" subdivision, the following four courses: (2) Parallel to and four hundred (400) feet northeastwardly, at right angles, from the center line of Runway 15-33, South forty-two degrees, twenty-three minutes, forty seconds East, ninety-seven and sixty-eight one hundredths feet

(2) S 42 23 40 E 97.68 ft.

to a concrete monument found; (3) at right angles to the center line of Runway 15-33, parallel to and fifty (50) feet southeastwardly, at right angles, from the end of said runway, South

EXHIBIT "A"
TO DEED BY AND BETWEEN THE TOWN OF EASTON AS GRANTOR
AND TALBOT COUNTY, MARYLAND AS GRANTEE

forty-seven degrees, thirty-six minutes, twenty seconds West, one hundred fifty feet

(3) S 47 36 20 W 150.00 ft.

to a concrete monument found; (4) parallel to and two hundred fifty (250) feet northeastwardly, at right angles, from the projected center line of Runway 15-33, South forty-two degrees, twenty-three minutes, forty seconds East, one hundred fifty feet

(4) S 42 23 40 E 150.00 ft.

(5) with the northeasterly line of the Clear Zone for Runway 33, South forty-eight degrees, six minutes, eighteen seconds East, seven hundred sixty-three and seventy-one one hundredths feet

(5) S 48 06 18 E 763.71 ft.

to the westerly side line of Centreville Road (50 feet wide) and a concrete monument found; Thence with the westerly side line of Centreville Road, the following five courses: (6) South eleven degrees, thirty-six minutes, two seconds West, twelve and eighty-two one hundredths feet

(6) S 14 36 02 W 12.82 ft.

to an iron rod found; (7) South fourteen degrees, thirty-four minutes, one second West, one hundred forty-seven and sixty-six one hundredths feet

(7) S 14 34 01 W 147.66 ft.

(8) South twenty-two degrees, forty-five minutes, forty-eight seconds West, one hundred three and thirty-six one hundredths feet

TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 743, p. 0689. MSA_CE91_680. Date available 10/20/2003. Printed 10/16/2018.

EXHIBIT "A"
TO DEED BY AND BETWEEN THE TOWN OF EASTON AS GRANTOR
AND TALBOT COUNTY, MARYLAND AS GRANTEE

(8) S 22 45 48 W 103.36 ft.

(9) South twenty-three degrees, ten minutes, twenty-three seconds West, four hundred eighteen and forty-nine one hundredths feet

(9) S 23 10 23 W 418.49 ft.

(10) South twenty-five degrees, ten minutes, thirty-four seconds West, two hundred thirty-four and fifty-six one hundredths feet

(10) S 25 10 34 W 234.56 ft.

to a concrete monument found at the most easterly corner of the Airport Industrial Park; Thence: (11) with the northerly line of the Airport Industrial Park, parallel to and five hundred (500) feet southwestwardly, at right angles, from the projected center line of Runway 15-33, North forty-two degrees, twenty-three minutes, forty seconds West, three hundred sixty-two and ninety-four one hundredths feet

(11) N 42 23 40 W 362.94 ft.

to a concrete monument found; Thence: (12) with the hereby established new boundary line of the Airport Industrial Park, along a projection of the southeasterly side line of Glebe Park Drive (60 feet wide), North thirty-nine degrees, fifty-three minutes, fifty-six seconds East, one hundred and ninety-one one hundredths feet

(12) N 39 53 56 E 100.91 ft.

to a concrete monument set; Thence: (13) continuing with the newly established Airport Industrial Park boundary, parallel to and four hundred (400) feet southwestwardly, at right angles, from the projected center line of [illegible] forty-two degrees,

MARYLAND LAND RECORDS Date Available 10/20/2003 Printed 10/16/2018

twenty-three minutes, forty seconds West, seven hundred seventy-nine and thirty-seven one hundredth feet

(13) N 42 23 40 W 779.37 ft.

to a concrete monument set; Thence: (14) with the westerly line of the Airport Industrial Park, parallel to and seven hundred fifty (750) feet southeastwardly, at right angles, from the center line of Runway 4-22 and the projection thereof, South thirty degrees, thirty-one minutes, forty seconds West, three thousand, two hundred ninety-five and nine one hundredths feet

(14) S 30 31 40 W 3295.09 ft.

to a concrete monument found on the northerly line of land belonging to Black and Decker Inc; Thence: (15) with the northerly line of Black and Decker, North fifty-nine degrees, thirty-one minutes, twenty-seven seconds West, one thousand, four hundred ninety-eight and one one hundredths feet

(15) N 59 31 27 W 1498.01 ft.

to a marble monument found; Thence: (16) with the line of the herein described parcel of land, North thirty degrees, twenty-nine minutes, five seconds East, one thousand, six hundred one and ninety-four one hundredths feet

(16) N 30 29 05 E 1601.94 ft.

to a marble monument found at a corner of "Mistletoe Hall"; Thence: (17) with the easterly boundary of "Mistletoe Hall", North thirty degrees, thirty minutes, fifty-two seconds East, one thousand, seven hundred forty-six and seventy-five one hundredths feet

(17) N 30 30 52 E 1746.75 ft.

TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 743, p. 0691, MSA_CE91_680. Date available 10/20/2003. Printed 10/16/2018.

to a marble monument found; Thence: (18) crossing "Mistletoe Hall", with the hereby established new boundary line of the Easton Municipal Airport, North thirty-nine degrees, forty minutes, twenty-one seconds West, eight hundred fifty-one and ninety-six one hundredths feet

(18) N 39 40 21 W 851.96 ft.

to a concrete monument set at the intersection of the most northerly line of "Mistletoe Hall" with a line parallel to and seven hundred fifty (750) feet southwestwardly, at right angles, from the center line of Runway 15-33; Thence: (19) with the northerly line of "Mistletoe Hall", North seventy-five degrees, twenty-seven minutes, twenty-four seconds West, six hundred sixty-five and sixty-five one hundredths feet

(19) N 75 27 24 W 665.65 ft.

to a concrete monument found; Thence: (20) North seventy-five degrees, nine minutes, two seconds West, one thousand, one hundred sixty-seven and forty-eight one hundredths feet

(20) N 75 09 02 W 1167.48 ft.

to a concrete monument found on the easterly side line of Goldsborough Neck Road; Thence with the easterly side line of Goldsborough Neck Road, the following three courses: (21) North two degrees, forty-three minutes, two seconds East, four hundred eight and seventy-four one hundredths feet

(21) N 2 43 02 E 408.74 ft.

to a concrete monument set; (22) North seven degrees, twenty-one minutes, fifty-two seconds East, one thousand, one hundred ninety-six and twenty-eight one hundredths feet

(22) N 7 21 52 E 1196.28 ft.

to another concrete monument set; (23) North two degrees, fifty-seven minutes, twenty-three seconds West, one hundred forty-nine and thirty-four one hundredths feet

(23) N 2 57 23 W 149.34 ft.

to a P.K. Tack set in the pavement at the southeasterly corner of the intersection of Goldsborough Neck Road and Black Dog Alley, recently renamed Airport Road; Thence: (24) with the southerly side line of Airport Road (40 feet wide), North seventy-seven degrees, ten minutes, eleven seconds East, five thousand, forty-seven and seventy-nine one hundredths feet

(24) N 77 10 11 E 5047.79 ft.

to a concrete monument set at the beginning of the approach to Centreville Road, said approach being shown upon State Highway Administration Plat No. 45540; Thence with said approach, the following three courses: (25) South twelve degrees, forty-one minutes, seventeen seconds East, ten feet

(25) S 12 41 17 E 10.00 ft.

to a concrete monument set; (26) North eighty-one degrees, thirty minutes, twenty-two seconds East, three hundred and eighty-one one hundredths feet

(26) N 81 30 22 E 300.81 ft.

to a concrete monument set; (27) South forty-two degrees, three minutes, forty-six seconds East, one hundred two and eighty-one one hundredths feet

TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 743, p. 0693. MSA_CE91_680. Date available 10/20/2003. Printed 10/16/2018.

(27) S 42 03 46 E 102.81 ft.

to a concrete monument set; Thence with the westerly side line of Centreville Road, as shown upon State Highway Administration Plat Nos. 45540 and 45541, the following three courses: (28) parallel to and forty-five (45) feet westwardly, at right angles, from the center line, South no degrees, sixteen minutes, forty-five seconds West, one thousand, one hundred one and forty-two one hundredths feet

(28) S 0 16 45 W 1101.42 ft.

to a concrete monument set; (29) South one degree, six minutes, sixteen seconds West, three hundred forty-seven and thirteen one hundredths feet

(29) S 1 06 16 W 347.13 ft.

to a concrete monument set at a distance of fifty (50) feet, measured westwardly, at right angles, from the before mentioned center line; (30) South no degrees, fifty minutes, fifty seconds East, one hundred forty-three and fifty one hundredths feet

(30) S 0 50 50 E 143.50 ft

to the place of beginning containing four hundred ninety-eight and two hundred seventy-four one thousandths (498.274) acres of land.

TALBOT COUNTY, Land Records, MAS 743, p. 0694, MSA_CE91_680. Date available 10/20/2003. Printed 10/16/2018.

EXHIBIT "A"
TO DEED BY AND BETWEEN THE TOWN OF EASTON AS GRANTOR
AND TALBOT COUNTY, MARYLAND AS GRANTEE

AND a portion of the above-described property is more particularly shown and designated as Parcel "A" on a plat (the "Plat") entitled: "TOWN OF EASTON, MARYLAND PLAT SHOWING EASTON MUNICIPAL AIRPORT", prepared by Brent K. Spicer, dated January, 1991 and recorded among the Plat Records of Talbot County, Maryland at Plat Cabinet 2, folio 4C; and a small triangular portion of the above described property is more particularly shown and designated on the Plat by the number "21".

BEING a portion of the same property conveyed to the Town of Easton and Talbot County, Maryland by the following sixteen (16) Deeds:

1. A Deed dated March 14, 1942 from Mary F. Clough, and recorded among the Land Records of Talbot County, Maryland at Liber 252, folio 254;

2. A Deed dated March 23, 1942 from Clarence Miller and Mary Miller, his wife, and Martha Jenkins and Charles Jenkins, and recorded among the Land Records of Talbot County, Maryland at Liber 252, folio 295;

3. A Deed dated March 24, 1942 from John Blackson and Katie Blackson, his wife, and recorded among the Land Records of Talbot County, Maryland at Liber 252, folio 296;

4. A Deed dated March 30, 1942 from Alexander Dyott and Ola N. Dyott, his wife, and The Farmers and Merchants Bank of Easton, Maryland, and recorded among the Land Records of Talbot County, Maryland at Liber 252, folio 299;

5. A Deed dated March 31, 1942 from Mary Johnson, and recorded among the Land Records of Talbot County, Maryland at Liber 252, folio 298;

TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 743 p. 0695, MSA_CE91_680. Date available 10/20/2003. Printed 10/16/2018.

EXHIBIT "A"
TO DEED BY AND BETWEEN THE TOWN OF EASTON AS GRANTOR
AND TALBOT COUNTY, MARYLAND AS GRANTEE

6. A Deed dated April 8, 1942 from Mary Y. Gould, Individually and as Trustee of Charlotte G. Henry, and recorded among the Land Records of Talbot County, Maryland at Liber 252, folio 334;

7. A Deed dated April 9, 1942 from John W. D. Jump and Helen A. Jump, his wife, and recorded among the Land Records of Talbot County, Maryland at Liber 252, folio 337;

8. A Deed dated April 15, 1942 from Mildred S. Stafford and Earle W. Stafford, her husband, and Anna S. Kirk and Herbert P. Kirk, her husband, and recorded among the Land Records of Talbot County, Maryland at Liber 252, folio 377;

9. A Deed dated April 21, 1942 from Allen A. Ringler and Sadie G. Ringler, his wife, and recorded among the Land Records of Talbot County, Maryland at Liber 252, folio 376;

10. A Deed dated May 5, 1942 from Bertha Johnson and Herman Johnson, her husband, Fannie Robinson, Eva Pritchett and Martha Turpin, and recorded among the Land Records of Talbot County, Maryland at Liber 253, folio 145;

11. A Deed dated July 3, 1942 from Charles Colson and Julia Colson, his wife, and recorded among the Land Records of Talbot County, Maryland at Liber 253, folio 163;

12. A Deed dated July 22, 1943 from Alexander Dyott and Ola N. Dyott, his wife, and recorded among the Land Records of Talbot County, Maryland at Liber 255, folio 532;

13. A Deed dated July 22, 1943 from Allen A. Ringler and Sadie G. Ringler, his wife, and recorded among the Land Records of Talbot County, Maryland at Liber 255, folio 541;

TALBOT COUNTY, MARYLAND MSA_CE64_680 Date available 10/20/2003. Printed 10/16/2018.

EXHIBIT "A"
TO DEED BY AND BETWEEN THE TOWN OF EASTON AS GRANTOR
AND TALBOT COUNTY, MARYLAND AS GRANTEE

14. A Deed dated December 5, 1966 from Jay H. Ringler and Marie K. Ringler, and recorded among the Land Records of Talbot County, Maryland at Liber 416, folio 208;

15. A Deed dated July 15, 1970 from J. Ferdinand Freeland and Minerva A. Greeland, his wife, and Minerva Arthur Wilson Freeland, and recorded among the Land Records of Talbot County, Maryland at Liber 444, folio 635; and

16. A Deed dated June 7, 1974 from J. Davidge Warfield and Henrietta Van Eck Warfield, and recorded among the Land Records of Talbot County, Maryland at Liber 484, folio 604.

AND FURTHER, BEING a portion of the same property conveyed to the Town of Easton by a deed dated June 7, 1974 from Davidge Warfield and Henrietta Van Eck Warfield, and recorded among the Land Records of Talbot County, Maryland at Liber 484, folio 604.

PARCEL "B"

ALL that lot or parcel of land located in Talbot County, Maryland and more particularly described in a Certificate of Survey prepared by Brent K. Spicer, Surveyor, dated January, 1991, as follows:

NOTE: The bearings are computed from the angles which have been observed precisely and are referred to the established runway azimuth of the Easton Municipal Airport

BEGINNING at a concrete monument or marker set on the westerly side line of Centreville Road at a point seven hundred fifty (750) feet, measured at right angles, southeastwardly from the center line of Runway 4-22 of the Easton Municipal Airport. Thence with the

TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 743, p. 0697. MSA_CE91_680. Date available 10/20/2003. Printed 10/16/2018.

EXHIBIT "A"
TO DEED BY AND BETWEEN THE TOWN OF EASTON AS GRANTOR
AND TALBOT COUNTY, MARYLAND AS GRANTEE

westerly side line of Centreville Road, as shown upon State Highway Administration Plat No. 45541, the following three courses: (1) South no degrees, fifty minutes, fifty seconds East, one hundred ten and eighty-two one hundredths feet

(1) S 0 50 50 E 110.82 ft.

to a concrete monument set forty-five (45) feet westwardly, at right angles to the center line, from the point of curve of said center line; (2) South six degrees, four minutes, twenty-four seconds West, one hundred ninety-one and twenty-five one hundredths feet

(2) S 6 04 24 W 191.25 ft.

to a concrete monument set fifty (50) feet westwardly, measured radially, from the mid-point of the arc of the center line curve; (3) South ten degrees, eleven minutes, fifty-nine seconds West, one hundred ninety-one and eighty-two one hundredths feet

(3) S 10 11 59 W 191.82 ft.

to a concrete monument set forty (40) feet westwardly, at right angles to the center line, from the point of tangent of the center line curve; Thence, continuing with Centreville Road (50 feet wide), the following five courses: (4) South nine degrees, forty-seven minutes, fifty-seven seconds West, one hundred twelve and twenty-three one hundredths feet

(4) S 9 47 57 W 112.23 ft.

CIRCUIT COURT Land Records for MAS 743, p. 0698, MSA_CE91_680. Date available 10/20/2003. Printed 10/16/2018.

to a concrete monument set; (5) South seventeen degrees, fifty-four minutes, thirty-eight seconds West, two hundred fifty-five and thirty-four one hundredths feet

(5) S 17 54 38 W 255.34 ft.

to a concrete monument found; (6) South twenty-two degrees, forty minutes, three seconds West, one hundred fifty-two and forty-three one hundredths feet

(6) S 22 40 03 W 152.43 ft.

to a concrete monument found; (7) South twenty-eight degrees, seventeen minutes, three seconds West, three hundred thirty-three and sixty-nine one hundredths feet

(7) S 28 17 03 W 333.69 ft.

to a concrete monument found; (8) South twenty-two degrees, eleven minutes, forty-three seconds West, three hundred ninety and ninety-two one hundredths feet

(8) S 22 11 43 W 390.92 ft.

to a concrete monument found; Thence: (9) with the northerly line of the Airport Industrial Park (Phase II), North fifty-nine degrees, thirty minutes, thirty-eight seconds West, three hundred eighty-nine and fifty-six one hundredths feet

(9) N 59 30 38 W 389.56 ft.

to an iron rod found; Thence: (10) parallel to and seven hundred fifty (750) feet southeastwardly, at right angles, from the center

TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 743, p. 0699. MSA_CE91_680 Date available 10/20/2003. Printed 10/16/2018.

EXHIBIT "A"
TO DEED BY AND BETWEEN THE TOWN OF EASTON AS GRANTOR
AND TALBOT COUNTY, MARYLAND AS GRANTEE

line of Runway 4-22, North thirty degrees, thirty-one minutes, forty seconds East, one thousand, six hundred seventy-four and twenty-one one hundredths feet

(10) N 30 31 40 E 1674.21 ft.

to the place of beginning containing ten and twenty-three one thousandths (10.023) acres of land.

AND the above-described property is more particularly shown and designated as Parcel "B" on a plat entitled: "TOWN OF EASTON, MARYLAND PLAT SHOWING EASTON MUNICIPAL AIRPORT", prepared by Brent K.Spicer, dated January, 1991, and recorded among the Plat Records of Talbot County, Maryland at Plat Cabinet 2, folio 4C.

BEING a portion of the same property conveyed to the Town of Easton and Talbot County, Maryland from Mary F. Clough, by a Deed dated March 14, 1942 and recorded among the Land Records of Talbot County, Maryland at Liber 252, folio 254.

PARCEL "C"

ALL that lot or parcel of land located in Talbot County, Maryland and more particularly described in a Certificate of Survey prepared by Brent K. Spicer, Surveyor, dated January, 1991, as follows:

NOTE: The bearings are computed from the angles which have been observed precisely and are referred to the established runway azimuth of the Easton Municipal Airport

BEGINNING at a concrete monument or marker set on the northerly side line of Black Dog Alley, recently renamed Airport Road, said monument being five hundred (500) feet northeastwardly, at right

MSA_CE91_680 Date available 10/20/2003 Printed 10/16/2018

EXHIBIT "A"
TO DEED BY AND BETWEEN THE TOWN OF EASTON AS GRANTOR
AND TALBOT COUNTY, MARYLAND AS GRANTEE

angles, from the projected center line of Runway 15-33 of the Easton Municipal Airport; Thence: (1) with the northerly side line of Airport Road (40 feet wide), South seventy-seven degrees, ten minutes, eleven seconds West, one thousand, sixty-three and eighty-four one hundredths feet

(1) S 77 10 11 W 1063.84 ft.

to a P.K. Tack set at the northeasterly corner of the intersection of Airport Road and Goldsborough Neck Road; Thence: (2) with the easterly side line of Goldsborough Neck Road, North five degrees, forty-five minutes, forty-six seconds West, eight hundred sixty-three and eighty-eight one hundredths feet

(2) N 5 45 46 W 863.88 ft.

to a concrete monument found at the southwesterly corner of a parcel belonging to the Town of Easton and used for an electric sub-station; Thence: (3) with the southerly line of the sub-station lot and the projection thereof, North eighty-eight degrees, thirteen minutes, twenty-five seconds East, five hundred thirty-nine and ninety-nine one hundredths feet

(3) N 88 13 25 E 539.99 ft.

to a concrete monument set; Thence: (4) parallel to and five hundred (500) feet northeastwardly, at right angles, from the projected center line of Runway 15-33, South forty-two degrees, twenty-three minutes, forty seconds East, eight hundred sixty-six and sixty-two one hundredths feet

(4) S 42 23 40 E 866.62 ft.

to the place of beginning containing fourteen and five hundred forty-six one thousandths (14.546) acres of land.

TALBOT COUNTY CIRCUIT COURT (Land Records) MAS 743, p. 0701. MSA_CE91_680. Date available 10/20/2003. Printed 10/16/2018.

EXHIBIT "A"
TO DEED BY AND BETWEEN THE TOWN OF EASTON AS GRANTOR
AND TALBOT COUNTY, MARYLAND AS GRANTEE

AND the above-described property is more particularly shown and designated as Parcel "C" on a plat entitled: "TOWN OF EASTON, MARYLAND PLAT SHOWING EASTON MUNICIPAL AIRPORT", prepared by Brent K. Spicer, dated January, 1991, and recorded among the Plat Records of Talbot County, Maryland at Plat Cabinet 2, folio 4C.

BEING a portion of the same property conveyed to the Town of Easton and Talbot County, Maryland by the following three Deeds:

1. A Deed dated June 30, 1943 from Henry Kellum and Mamie Kellum, his wife, and recorded among the Land Records of Talbot County, Maryland at Liber 255, folio 411;

2. A Deed dated July 13, 1943 from Robert Vinson Tilghman and Martha Tilghman, his wife, and recorded among the Land Records of Talbot County, Maryland at Liber 255, folio 501; and

3. A Deed dated August 9, 1943 from William W. Robinson and Emma E. Robinson, his wife, and recorded among the Land Records of Talbot County, Maryland at Liber 256, folio 25.

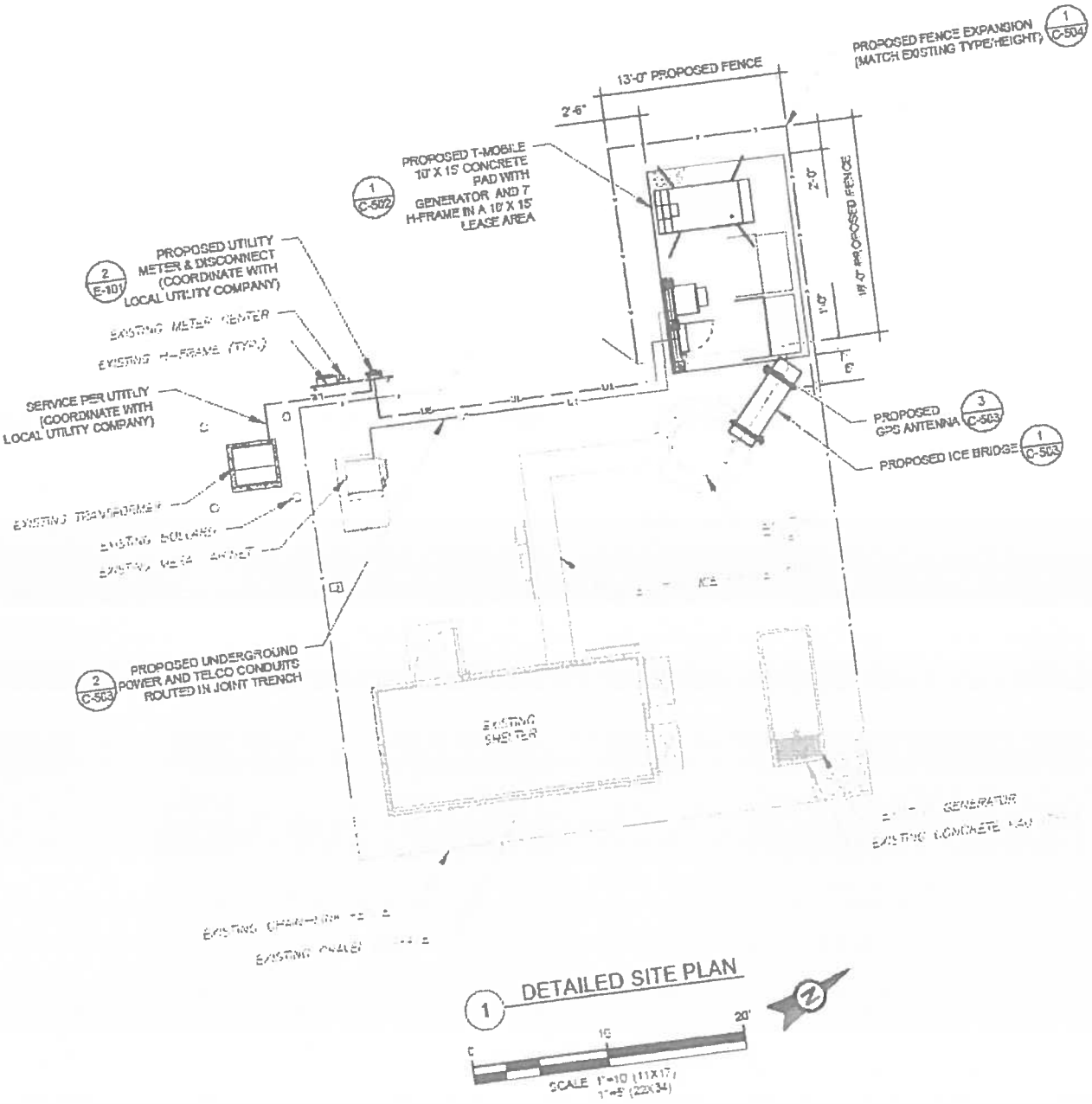
CERTIFICATION IS MADE THAT ALL TAXES
DUE ON THE PROPERTY INDICATED
HEREIN HAVE BEEN PAID.
FINANCE OFFICER OF TALBOT COUNTY
BLENDA W. ARMISTEAD, FIN. OFFICER (A)
DATE 1/26/93 (A)

THIS IS TO CERTIFY THAT THE PROPERTY DESCRIBED
HEREIN HAS BEEN TRANSFERRED ON THE ASSESSMENT
RECORDS OF TALBOT COUNTY.
HENRY V. TRIPPE, JR.
SUPERVISOR OF ASSESSMENTS
PER BLENDA W. ARMISTEAD, FIN. OFFICER (A)
1/26/93 (A)

Property of Talbot County, MD. Image available 10/20/2003. Printed 10/16/2018. MSA_CE91_680. Date available 10/20/2003. Printed 10/16/2018.

EXHIBIT B

Subject to the terms and conditions of this Agreement, the location of the Premises is generally described and depicted as shown below or in the immediately following attachment(s).



Site Number: 7BAS468A
Site Name: Easton Airport
Market: DC