

VzW Site Name: LV Cove
Location Code: 474230
Cell Site Name: Deer Haven Park

SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT (“**Agreement**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is entered into by **Lexington-Fayette Urban County Government**, having a mailing address of 200 East Main Street, Lexington, Kentucky 40507 (“**Landlord**”) and **Cellco Partnership d/b/a Verizon Wireless**, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) (“**Tenant**”).

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at Deer Haven Park, 1937 Deer Haven Lane, off Brighton E Rail Trail by Walnut Grove Lane, Lexington, in the County of Fayette, Commonwealth of Kentucky (collectively, the “**Property**”). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties hereto agree as follows:

1. **LEASE OF PREMISES.** Landlord hereby leases to Tenant approximately 7,250 square feet including the air space above such ground space for the placement of Tenant’s Communication Facility as described on attached **Exhibit 1**, subject to the terms and conditions of this Agreement, and located at approximately 1937 Deer Haven Lane, Lexington, KY 40509. The Property is legally described on Exhibit 1, page 6 attached hereto and made a part hereof. The Premises are a portion of the Property including a portion of the parcel of land space (the “**Land Space**”) consisting of approximately 100’ x 72.5’, or 7,250 square feet of land, as shown in detail on Exhibit 1 attached hereto and made a part hereof. Landlord hereby grants permission to Tenant to install, maintain and operate the telecommunications tower, facility, and equipment, antennas and appurtenances described in Exhibit 1 attached hereto. The communications equipment including, without limitation, the tower, equipment shelters/platforms, antenna mounts, antennas, conduits, and other improvements shall be at Tenant’s expense and installation shall be at the discretion and option of Tenant. Tenant shall have the right to replace, repair, add or otherwise modify its communications equipment, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates (subject to the provisions of numerical paragraph 8 herein), whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit hereto, only with the written consent of Landlord. The Property is also shown on the Tax Map of the City of Lexington, as Tax Map ID Number 25768900.

2. **PERMITTED USE.**

(a) Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade (collectively, the “**Permitted Use**”) of its communication fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, associated coax lines, equipment shelter or cabinets and any other items reasonably necessary to the successful and secure use of the Premises (collectively, the “**Communication Facility**”). **Exhibit 1** includes drawings of the Tenant’s

planned installation of the Communication Facility, and Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. Tenant shall perform all work associated with any installation, operation, maintenance and repair of the Communication Facility in a good and workmanlike manner and furthermore agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Property. Tenant acknowledges and agrees that the Communication Facility will be and any modifications thereto shall be installed in such a manner so as to withstand, at minimum, a ninety (90) mile an hour wind threshold or such higher standard as required by laws and regulations applicable to the area the Property is located. Notwithstanding anything to the contrary herein, Tenant has the right to modify, supplement, or upgrade the Communication Facility within the Premises at any time during the term of this Agreement provided that the size, amount and/or location of the equipment Premises shall not be changed without the Landlord's prior written consent, in accordance with subsection (b) below. Tenant will be allowed to make such alterations to the Premises in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations. Tenant acknowledges and agrees that it shall be required to coordinate with Landlord during the installation portion of the Communication Facility and any subsequent modifications thereto.

(b) Prior to any Tenant installation of the Communication Facility or any subsequent modification thereof, Tenant shall supply the Landlord with plans and specifications ("**Plans**") to be reviewed and approved by the Landlord prior to commencement of any Tenant installation or modification of the Communication Facility. The Landlord shall approve final construction drawings, which approval shall not be unreasonably withheld, conditioned, denied, or delayed (and in no event delayed beyond twenty (20) days). Landlord shall signify approval by signing off on the final construction drawings and shall signify disapproval by sending Tenant written notice of such disapproval. Any notice of such disapproval must state with reasonable specificity the reasons for Landlord's objections and what Tenant must do to make the drawings approvable by Landlord. Landlord further agrees to reasonably cooperate with Tenant, at no cost or expense to the Landlord, so that Tenant can modify the final construction drawings for Landlord's reasonable approval as provided above. After Landlord's (i) failure to respond in writing to Tenant's proposed Plans within twenty (20) days of their receipt; or (ii) failure to provide a written response within ten (10) days of receipt of Plans revised by Tenant after comment from Landlord in accordance with this Section, the Plans will be deemed approved. Notwithstanding the foregoing, if any of the aforementioned Plans provide for a modification of the Permitted Use or an increase in the size of the Premises, Landlord shall not be required to approve or disapprove such Plans within the aforementioned twenty (20) day period but shall have a commercially reasonable period of time to either approve or disapprove such Plans. After approval, the Plans will be considered incorporated in this Agreement as **Exhibit 1**. In the event Landlord disapproves of the revised Plans, Tenant may either i) make further revisions to the Plans and submit them to Landlord for review or ii) terminate this Agreement by providing written notice to Landlord. Landlord will not knowingly permit or suffer any person to copy or utilize the Plans for any purpose other than as provided in this Agreement and will return the Plans to Tenant promptly upon request. Tenant maintains the right to perform routine maintenance, repairs, replacements and upgrades without Landlord approval when no changes to the exterior appearance of Tenant's Communication Facility are made, provided such does not interfere with any use of the Property by Landlord and provided that the timing of such work is coordinated with Landlord via notice given by telephone or email prior to access by Tenant (or its agents).

(c) Prior to any installation of Tenant's Communication Facility or any subsequent modification thereto, Tenant shall provide Landlord with a structural study to support proposed drawings.

(d) Notwithstanding anything to the contrary contained herein, Tenant acknowledges and agrees that Tenant's installation of telecommunication equipment on the Property is non-exclusive, and Landlord acknowledges and agrees that Tenant will be able to add additional co-locators and/or subtenants upon the Premises with prior Landlord approval.

(e) Tenant shall comply with the rules of the Property adopted and altered by Landlord from time to time and shall cause all of its agents, employees, sub-lessees, licensees, and invitees to do so; all changes to such rules shall be sent by Landlord to Tenant in writing.

3. **TERM.**

(a) Landlord and Tenant entered into a certain Site Agreement ("**Agreement**") on the 12th day of December, 2020 for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.

(b) The initial lease term shall be ten (10) years ("**Initial Term**"), commencing on the Effective Date. The Initial Term shall terminate on the tenth (10th) anniversary of the Effective Date.

(c) This Agreement shall automatically renew for Two (2) additional five (5) year term(s) (each Five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.

(d) If, at least sixty (60) days prior to the end of the final Extension Term, neither Landlord nor Tenant has given the other written notice of its desire that the term of this Agreement end at the expiration of the final Extension Term, then upon the expiration of the final Extension Term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rental during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term, with such Rent being subject to annual Rent escalations hereinafter described in Paragraph 4(b). If Tenant remains in possession of the Premises after the termination of this Agreement then Tenant shall be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement, and after the ninety (90) days allowed for the removal of the equipment as set forth in Article 13, payment of an Holdover Rent equal to one hundred fifty percent (150%) of the Rent in effect for the final Extension Term.

(e) The Initial Term, any Extension Terms, any Annual Terms and the Holdover Term are collectively referred to as the Term (the "**Term**").

4. **RENT.**

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant shall pay Landlord Thirty Thousand Dollars (\$30,000.00) for year one (1) of the Initial Term per Exhibit 3. In year two (2) of the Initial Term, Tenant shall pay Landlord on or before the fifth (5th) day of each calendar month in advance Two Thousand Five Hundred Dollars (\$2,500.00) (the "**Rent**") per Exhibit 3, at the address set forth in paragraph 17 for Landlord. Any Rent received after the fifteenth (15th) day of the month shall be subject to a ten percent (10%) late fee. In any partial month occurring after the Rent Commencement Date, Rent shall be prorated. The initial Rent payment shall be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date.

(b) In year two (2) of the Initial Term, and each year thereafter, including throughout any Extension Terms exercised, the monthly Rent shall increase by three percent (3%) over the Rent paid during the previous year per Exhibit 3.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within three (3) months from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

(d) **Rent payments will be mailed to Landlords address listed under paragraph 17 (Notices).**

5. **APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by

Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to, at no cost to Landlord, reasonably assist Tenant with required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and with obtaining and maintaining the Government Approvals.

(b) Tenant may, upon the prior written approval of Landlord, also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals. Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice. The Tenant's above-described testing activity shall not interfere or interrupt the Landlord's, its lessees, invitees, or employees use of the Property, or the operation of the Landlord's business or other operations conducted thereon.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days' prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon thirty (30) days' prior written notice to Landlord, if Tenant through no fault of its own is unable to obtain, or maintain, or must otherwise forfeit or cancel any permit or any Governmental Approval necessary to the installation and/or operation of the Communication Facility or Tenant's business; except its FCC license(s) which upon forfeiture or cancellation this Agreement may be immediately terminated with notice to Landlord;

(c) by Tenant upon thirty (30) days' written notice to Landlord, in the event Tenant voluntarily elects not to obtain, maintain, or otherwise forfeits or cancels any license (including without limitation an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Communication Facility or Tenant's business, so long as Tenant pays Landlord a termination fee equal to nine (9) months' Rent at the current rate of Rent due as liquidated damages, (the "**Lease Termination Fee**").

(d) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord the Lease Termination Fee as stated in this Agreement section 6 (c).

(f) Notwithstanding the foregoing, no Lease Termination Fee shall be due from Tenant if Tenant's election to terminate the Agreement is directly attributable to Landlord's request to relocate the Premises as provided for in Section 1 of this Agreement.

7. **INSURANCE.**

(a) During the Term, Tenant shall carry, at its own cost and expense, the following insurance: (i) Workers' Compensation Insurance as required by law; and (ii) commercial general liability (CGL) insurance with limits of Three Million Dollars (\$3,000,000) per occurrence for bodily injury and property damage and Seven Million Dollars (\$7,000,000) general aggregate with respect to its activities on the Property, and based on Insurance Services Office (ISO) Form or a substitute form providing substantially equivalent coverage. Such limits shall increase in accordance with industry standards, but upon prior written notice, review and acceptance by Tenant, not more than once per Extension Term. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such

coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and

(iii) shall not exceed Tenant's indemnification obligation under this Agreement, if any.

(b) Notwithstanding the foregoing, Tenant shall have the right to self-insure the coverages required in subsection (a). In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

(i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and

(iii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

8. INTERFERENCE.

(a) Where there are existing radio frequency user(s) on the Property, Landlord will provide Tenant, upon execution of this Agreement, with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference. Notwithstanding the foregoing, Landlord shall not be required to provide information to the Tenant regarding the tenants or invitees not actively engaged in the business of wireless telecommunications. Tenant warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Landlord, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. Tenant further acknowledges and agrees that Tenant's use of the Premises shall not interfere with maintenance or operation of the Property or any buildings located thereon, including but not being limited to any HVAC, CATV systems, MATV systems, satellite earth station, or any other Landlord owned system or device in any building located on the Property, which is being operated in accordance with all applicable laws and regulations relating to radio frequency emissions, hereinafter being referred to collectively as the "Critical Systems". If Tenant's use of the Property does cause interference with the Critical Systems Tenant shall will cease such interference or suspend operations on the Property within twenty-four (24) hours of receipt of notice of such interference **via telephone to Tenant's Network Operations Center at (800) 224-6620/ (800) 621-2622**, except for brief tests necessary for the elimination of the interference and until Tenant is able to resolve the problem. If the interference cannot be resolved, Tenant will be entitled to terminate this Agreement.

(b) Landlord shall not grant, after the date Tenant had installed the Communication Facility, a lease, license or any other right to any third party for use of the Property, if such use may in any way materially adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord shall notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property. Tenant shall have fifteen (15) days from the receipt of the afore-mentioned notice to provide Landlord an objection and evidence of the proposed third party's interference. If Landlord does not receive a response to the Landlord's notice of the proposed communication equipment installation, it shall be deemed that Tenant shall have no objection to such installation.

(c) Landlord shall not use, nor shall Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to use, any portion of the Property in any way which materially adversely interferes with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord shall use its best efforts to cause such interference to cease within forty-eight (48) hours after receipt of notice of interference from Tenant via email to Landlord at GeneralServices@lexingtonky.gov. In the event any such interference does not cease within the aforementioned cure period, the parties acknowledge that continuing interference may cause irreparable injury

and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. **INDEMNIFICATION.** Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the act or omission of Landlord, its employees, agents or independent contractors. The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. **WARRANTIES.**

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple; ; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant actual, quiet and peaceful use, enjoyment and possession of the Premises; and (iv) to the best of Landlord's knowledge, without actual inquiry or investigation, Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord.

(c) Tenant understands that Landlord may have mortgaged or otherwise created a lien on the Property, or may do so in the future. Landlord's lender (together with its successors and assigns, the "**Lender**"), may have made a loan, or may make a loan in the future, to Landlord and/or certain of its affiliates, successors and/or assigns, secured by a mortgage or other security instrument, encumbering all of Landlord's interest in the Property. Tenant shall deliver to the Lender (at the address specified herein, or at such other address as shall be designated in writing to Tenant) a copy of any default notice given by Tenant to Landlord under this Agreement. No default notice from Tenant to Landlord shall be deemed effective as against Lender unless sent to Lender at the addressed specified no less than thirty (30) days prior to the applicable notice. Tenant agrees that this Agreement shall be subordinate to mortgages or other security instruments executed between Landlord and its Lender that affect the Site, provided Lender agrees not to disturb Tenant's tenancy hereunder so long as Tenant is not in default. Tenant agrees to attorn to Lender in the event that Lender acquires title to the Property. Such attornment will be effective upon Lender's acquisition and shall not be terminated based on foreclosure. Tenant agrees to execute an attornment agreement, from time to time, to the reasonable satisfaction of Lender. Tenant agrees that Tenant is solely responsible for its own actions and that in no event shall Lender be liable to Tenant for acts, omissions, or liabilities arising from this Agreement prior to Lender's acquisition. Landlord shall cooperate with Tenant in reaching a subordination, non-disturbance, and attornment agreement with Lender. If Landlord defaults

on any obligations under this Agreement, Lender shall have the right, but not the obligation, to cure such default and Tenant shall accept a cure thereof by the Lender within the applicable cure period set forth herein. Tenant shall not terminate this Agreement for so long as the Lender is diligently pursuing a cure of the default.

(d) Tenant hereby represents and warrants that: (i) Tenant (and/or the persons signing this Agreement on behalf of Tenant) has the authority to enter into this Agreement; and (ii) to the best of Tenant's knowledge without actual inquiry or investigation, there are no laws, ordinances, covenants, other agreements, or restrictions that may conflict with or prohibit Tenant from entering into this Agreement. The statements of Tenant made in this section shall survive the execution of this Agreement and Tenant hereby agrees to indemnify Landlord for any damages, costs or charges of any kind incurred by Landlord as a result of the breach of the representations made herein or if any of the representations made herein prove to be untrue.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants that, except as may be identified in **Exhibit 2 (If Applicable)** attached to this Agreement to the best of Landlord's knowledge, without actual inquiry or investigation (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) In the event Tenant becomes aware of any hazardous substances on the Property, not introduced onto the Property by the Tenant, or any environmental, health or safety condition or matter relating to the Property, not resulting from the acts and/or omissions of the Tenant, its subtenants, licensees, agents, and/or contractors that, in Tenant's reasonable determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or third-party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord. Notwithstanding the foregoing, Tenant shall not have the right to terminate this Agreement if the Landlord has and continues to make good faith efforts to remediate the environmental condition or matter that is adversely impacting Tenant's operations on the Property.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have access to the Premises during the hours of 8:00 A.M. EST until 6:00 P.M. EST, unless in the case of an emergency event or whereby Tenant has obtained Landlord's prior written consent to an after hour's entry onto the Property ("Access"). The Access shall be for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises as may be described more fully in **Exhibit 1**. Landlord notification due to emergencies and/or after hour access to Premises should be emailed to GeneralServices@lexingtonkv.gov within 24 hours after access was made. In addition, the Division of Parks & Recreation requires for access:

- Only vehicles of a GVW 15,000 or less shall be permitted to drive on the trail after initial construction.
- A maximum speed limit of 10 mpg shall be adhered to by all contractors, sub-contractors, and agents of the cell company.
- Trail repair after initial construction will be completed to the satisfaction of LFUCG Division of Parks and Recreation as approved by the Director.
- Trail users shall be given the right of way with construction and service vehicles.

- The cell tower site and utility easement shall be cautioned off during construction as to prevent public access.

13. **REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant shall be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term, however Tenant agrees that any removal of the Tenant's personal property shall not interfere or interrupt the Landlord's, its lessees, invitees, or employees use of the Property, or the operation of the Landlord's business or other operations conducted thereon. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises shall be and remain the property of Tenant and may be removed by Tenant at any time during the Term. Within ninety (90) days of the expiration or earlier termination of this Agreement, Tenant shall remove all of Tenant's improvements and Tenant shall restore the Premises to its condition at the commencement of this Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Footings, foundations, and concrete will be removed to a depth of one foot below grade. Notwithstanding the foregoing, Tenant will not be required to remove from the Premises or the Property any underground utilities.

14. **MAINTENANCE/UTILITIES.**

(a) Tenant shall keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord shall maintain and repair the Property and access thereto, the Structure, and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements, provided that such repairs are not caused by Tenant's improvements and/or work. Tenant shall remove any dirt, stones, or debris from all hard surfaces immediately that results from tenant's work. Failure to do so may result in billing Tenant.

(b) Tenant, at its sole expense shall be responsible for paying all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant shall have installed, at its own cost and expense, either a sub-meter or independent meter that shall calculate the Tenant utility consumption at the Premises. When sub-metering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five (45) days of receipt of the usage data and required forms. As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a three (3) month period. Tenant shall be responsible for direct payment to the applicable local utility provider for all utilities charges resulting from the Tenant's utility usage, costs associated with the metering of such usage and any and all administrative charges or fees associated with such metering at the Property. Any failure to pay for its utility usage on the Premises shall be deemed a default by Tenant and a breach of this Agreement. If Tenant sub-meters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advanced notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Such temporary source of power shall be located on mutually agreeable area of the Property and shall not remain on the property for a period to exceed thirty (30) days. Furthermore such temporary facilities shall be governed by all of the terms and conditions of this Agreement. Landlord shall not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(c) Landlord shall grant to any company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property in a location and manner reasonably acceptable to Landlord, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such utility companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or Service Company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following shall be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within thirty (30) days after receipt of written notice from Landlord specifying the failure. No such failure, however, shall be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Notwithstanding the foregoing, the Tenant shall have not more than sixty (60) days to cure a default. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord shall have: (i) the right to cure Tenant's default and seek reimbursement from Tenant for any and all cost incurred to remedy such Tenant default, and (ii) the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 of this Agreement within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 of this Agreement within forty-eight (48) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition, or breach of any warranty or covenant under this Agreement within thirty (30) days after receipt of written notice from Tenant specifying the failure shall be deemed a default and a breach of this Agreement. No such failure, however, shall be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Notwithstanding the foregoing, the Landlord shall have not more than sixty (60) days to cure a default. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant shall have the right to exercise any and all rights and remedies available to it under law and equity.

16. ASSIGNMENT/SUBLEASE.

(a) Tenant shall have the right to assign, sell or transfer its interest under this Agreement, without the approval or consent of Landlord, to (i) Tenant's Affiliate, (ii) to any entity with a net worth of at least Twenty Million Dollars (\$20,000,000), or (iii) to any entity which acquires all or substantially all of the Tenant'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. Tenant may not otherwise assign this Agreement without Landlord's prior written consent. Notwithstanding any assignment of the Tenant's rights under this Agreement, the Tenant shall not be relieved of all future performance, liabilities and obligations under this Agreement. Tenant shall have the right to sublease the Premises, in whole or in part.

(b) Additionally, notwithstanding anything to the contrary above, Tenant may, upon notice to Landlord, grant a security interest in the Communication Facilities, and may collaterally assign the Communication Facilities to any pledgees, mortgagees, holders of security interests, trustees, lenders or other parties provided financing to Tenant, including their successors or assigns (collectively "**Secured Parties**"). In such event, Tenant shall execute such consent to leasehold financing as may reasonably be required by Secured Parties, and any Secured Parties shall be third party beneficiaries of all of the rights of Tenant under this Agreement and shall be entitled to record a deed of trust or mortgage to secure their interest under this Agreement.

17. **NOTICES.** All notices, requests, and demands hereunder shall be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notice shall be addressed to the parties as follows:

If to Tenant: Cellco Partnership d/b/a Verizon Wireless
Attn: Network Real Estate
Re: Location Code _ 474230 ___; VzW Site Name: _ LV Cove ___
180 Washington Valley Road
Bedminster, New Jersey 07921

If to Landlord:
Lexington-Fayette Urban County Government
Department of General Services
Office of the Commissioner
200 East Main Street - 4th Floor
Lexington, Kentucky 40507
Attn: Sandra Lopez
Or
Email: slopez@lexingtonky.gov

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

18. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord shall provide notice of the proceeding to Tenant within five (5) business days. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's reasonable determination, to render the Premises unsuitable for Tenant, this Agreement shall terminate as of the date the title vests in the condemning authority. The parties, in accordance with applicable law, may each be entitled to pursue their own separate awards in the condemnation proceeds. Tenant shall be entitled to reimbursement for any prepaid Rent on a prorated basis. Notwithstanding anything to the contrary contained herein, in no event shall Landlord be required to incur repair costs in excess of the condemnation award received by Landlord.

19. **CASUALTY.** Landlord shall provide notice to Tenant of any casualty or other harm affecting the Property within three (3) business days of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's reasonable determination, then Tenant may terminate this Agreement, by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Tenant shall be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. In case of damages, Tenant at its own cost and expense shall make the necessary repairs to the Communication Facility if Tenant elects not to terminate the Lease. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on a mutually agreeable area on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of the Agreement, such temporary facilities shall be governed by all of the terms and conditions of this Agreement, including Rent. If Tenant undertakes to rebuild or restore the Premises and the Tenant at its own cost and expense rebuilds its Communication Facility, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Premises, Landlord shall notify Tenant of such determination within thirty (30) days after the casualty or other harm. Landlord agrees that the Rent shall be abated until the

Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property. Tenant shall be responsible for any damage caused to property due to the installation or operation of Communication Facility except the damages resulting from acts of God. Notwithstanding anything to the contrary contained herein, if a casualty is the result of an act or omission, or its subtenants, licensees, agents, or contractors, Tenant shall not be entitled to terminate this Agreement and shall not be entitled to any abatement of Rent.

20. **WAIVER OF LANDLORD'S LIEN.** Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof, which shall be deemed personal property for the purposes of this Agreement, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Secured Parties the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Secured Party's sole discretion and without Landlord's consent.

21. **TAXES.**

(a) Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant in a timely manner and Tenant's rights with respect to such taxes are prejudiced by the delay, Landlord shall reimburse Tenant for any increased costs directly resulting from the delay. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent such refunds and/or rebates are directly related to the Tenant's occupancy and use of the Premises. Any refunds and/or rebates not related to the Tenant's occupancy or use of the Premises shall belong to Landlord. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not cause the Premises to be assigned a separate tax parcel without providing prior written notice to Tenant and an opportunity to provide comments to Landlord.

(e) In addition to any other rights or remedies of Tenant, Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, provided that (i) Landlord is not in the process of contesting such taxes, and (ii) any further delay will likely result in

foreclosure. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17 and, in addition, of a copy of any such notices shall be sent to the following address. In the event the Premises become separately assessed, Landlord shall either (i) provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant, or (ii) notify Tenant of the need to do so.

Cellco Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network Real Estate

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY.

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within thirty (30) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be in default for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until such information is provided.

- i. New deed to Property
- ii. New IRS Form W-9
- iii. Completed and Signed Verizon Wireless Payment Direction Form
- iv. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. RENTAL STREAM OFFER. If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking to purchase an assignment or transfer of the Rent payments associated with this Agreement which Landlord intends to accept ("Rental Stream Offer"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Provided that Landlord's applicable statutory procurement requirements permit it, Tenant shall have the right within twenty (20) days after it receives

such copy to respond to the Rental Stream Offer with an alternate offer matching the terms of the Rental Stream Offer plus an increase in the purchase price of five percent (5%). Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer other than the purchase price which shall be five percent (5%) higher. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section. The rights granted by this Section shall not apply to any transaction other than the assignment by Landlord solely of the rental stream hereunder. Without limiting the generality of the foregoing, nothing in this Section shall be construed to apply to (1) Landlord's grant of a security interest hereunder in connection with any mortgage, loan or other extension of credit; (2) an assignment pursuant to Section 16 hereof of Landlord's rights under this Agreement or in and to the Property (other than an assignment of the rental stream hereunder only); (3) Landlord's retention of a contractor to manage and maintain the Property or a portion thereof for a consideration that includes, in whole or in part, the right to share in rental payments or other revenues; (4) Landlord's retention of a contractor to collect rents or other accounts receivable on Landlord's behalf; or (5) the assignment of revenue under any agreement other than this Agreement or of rentals due from any tenant of Landlord other than Tenant.

24. **MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party shall not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties may execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit 3**. Either party may record this Memorandum or Short Form Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party shall, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

(c) **Limitation and Liability.** Notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental, punitive, or special damages, however caused, based on any theory of liability.

(d) **Bind and Benefit.** The terms and conditions contained in this Agreement shall run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(e) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and shall supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

(f) **Governing Law.** This Agreement shall be governed by the laws of the state in which the Premises are located, without regard to conflicts of law. This Agreement shall be deemed to be a contract made under, and shall be construed in accordance with and governed by the laws of the Commonwealth of Kentucky. In the event of any litigation the venue for such dispute shall be Lexington, Kentucky.

(g) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" shall be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in this Agreement or as same may be duplicative, such consent shall not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi)

reference to a default shall take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; and (viii) the singular use of words includes the plural where appropriate.

(h) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of Cellco Partnership d/b/a Verizon Wireless using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(i) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(j) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address.

(k) **No Electronic Signature/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement shall become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

(l) **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable by a court or agency of competent jurisdiction, (a) the validity, legality and enforceability of the remaining provisions of this Agreement are not affected or impaired in any way if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired; and (b) the parties shall negotiate in good faith in an attempt to agree to another provision (instead of the provision held to be invalid, illegal or otherwise unenforceable) that is valid, legal and enforceable and carries out the parties' intentions to the greatest lawful extent. If any such action or determination renders the overall performance of this Agreement impossible or materially impairs the original purpose, intent or consideration of this Agreement, and the parties are, despite the good faith efforts of each, unable to amend this Agreement to retain the original purpose, intent and consideration in compliance with that court or agency determination, either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party.

(m) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(n) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

LANDLORD:

Lexington-Fayette Urban County Government

By: 

Print Name: Linda Gorton

Its: Mayor

Date: 12/12/2022

TENANT:

Cellco Partnership
d/b/a Verizon Wireless

By: 

Print Name: Ed Maher
Director - Network Field Engineering

Its: _____

Date: 11/14/22

LANDLORD ACKNOWLEDGEMENT

STATE OF Kentucky :
COUNTY OF Fayette : ss

The foregoing Memorandum of Lease was acknowledged before me this 12th day of December, 2022, by Linda Gorton, as the Mayer of LFUCG, for and on behalf of said entity and for the consideration, intent and purposes set forth in the foregoing Memorandum of Lease.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Mackenzie Sommers
Signature of Notary Public

Mackenzie Sommers
Printed Name of Notary Public:

[Seal] ID# 635048

My Commission Expires:
11/7/2023

TENANT ACKNOWLEDGEMENT

STATE OF Michigan :
COUNTY OF Oakland : ss

The foregoing Memorandum of Lease was acknowledged before me this 11th day of November, 2022, by Ed Wheeler, as the Site Lease Agreement of Central Michigan University, for and on behalf of said entity and for the consideration, intent and purposes set forth in the foregoing Memorandum of Lease.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written

Barbara Madigan Evans
Signature of Notary Public

Barbara Madigan Evans
Printed Name of Notary Public:

[Seal]

My Commission Expires: 5/10/2027

BARBARA MADIGAN EVANS
Notary Public, State of Michigan
County of Oakland
My Commission Expires 05-10-2027
Acting in the County of _____

EXHIBIT 1

LEGAL DESCRIPTIONS

PROPOSED LEASE AREA

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED LEASE AREA TO BE LEASED FROM THE PROPERTY CONVEYED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, PUBLIC FACILITIES CORPORATION AS RECORDED IN DEED BOOK 2040, PAGE 478 OF RECORD IN THE OFFICE OF THE CLERK OF FAYETTE COUNTY, KENTUCKY, PARCEL ID: 25768900, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON JULY 2, 2020.

COMMENCING AT A FOUND 5/8" REBAR WITH ORANGE CAP, STAMPED PLS 2020 AT THE COMMON CORNER OF THE PROPERTY CONVEYED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, PUBLIC FACILITIES CORPORATION AS RECORDED IN DEED BOOK 2040, PAGE 478, PARCEL ID: 25768900, ALSO CORNER TO THE PROPERTY CONVEYED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT AS RECORDED IN DEED BOOK 2902, PAGE 21 (PARCEL 1-B OF PLAT CABINET "N", SLIDE 538), PARCEL ID: 38233640 AND CORNER TO THE PROPERTY CONVEYED TO MARION C. KING, TRUSTEE AS RECORDED IN DEED BOOK 1691, PAGE 599, PARCEL ID: 21127900, FOR REFERENCE SAID REBAR IS S83°08'54"E 338.44', S83°10'58"E 285.48' AND S83°09'36"E 482.25' FROM A FOUND 5/8" REBAR (NO CAP) IN THE EAST LINE OF THE RIGHT OF WAY OF POLO CLUB BOULEVARD, ALSO CORNER TO SAID PARCEL ID: 38233640 AND CORNER TO THE PROPERTY CONVEYED TO BLAKE & MARY K. DEBACHER AS RECORDED IN DEED BOOK 3624, PAGE 451 (LOT 169 OF PLAT CABINET "R", SLIDE 570); THENCE LEAVING SAID COMMON CORNER AND TRAVERSING THE LAND OF LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, PARCEL ID: 25768900, N24°16'34"E 89.28' TO A SET 1/2" REBAR, 18" LONG, CAPPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC", AT THE SOUTHWEST CORNER OF THE PROPOSED LEASE AREA AND BEING THE TRUE POINT OF BEGINNING; THENCE N09°34'47"E 80.00' TO A SET IPC; THENCE S71°53'23"E 101.12' TO A SET IPC; THENCE S09°34'47"W 65.00' TO A SET IPC; THENCE N80°25'13"W 100.00' TO THE POINT OF BEGINNING CONTAINING 7,250.000 SQUARE FEET AS PER SURVEY BY MARK E. PATTERSON, PLS #3136 DATED JULY 2, 2020.

PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED 30' / VARIABLE WIDTH ACCESS AND UTILITY EASEMENT TO BE GRANTED FROM THE PROPERTY CONVEYED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, PUBLIC FACILITIES CORPORATION AS RECORDED IN DEED BOOK 2040, PAGE 478 OF RECORD IN THE OFFICE OF THE CLERK OF FAYETTE COUNTY, KENTUCKY, PARCEL ID: 25768900, ALSO ON THE PROPERTY CONVEYED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT AS RECORDED IN DEED BOOK 2902, PAGE 21 (PARCEL 1-B OF PLAT CABINET "N", SLIDE 538) OF RECORD IN THE OFFICE OF THE CLERK OF FAYETTE COUNTY, KENTUCKY, PARCEL ID: 38233640, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON JULY 2, 2020.

COMMENCING AT A FOUND 5/8" REBAR WITH ORANGE CAP, STAMPED PLS 2020 AT THE COMMON CORNER OF THE PROPERTY CONVEYED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, PUBLIC FACILITIES CORPORATION AS RECORDED IN DEED BOOK 2040, PAGE 478, PARCEL ID: 25768900, ALSO CORNER TO THE PROPERTY CONVEYED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT AS RECORDED IN DEED BOOK 2902, PAGE 21 (PARCEL 1-B OF PLAT CABINET "N", SLIDE 538), PARCEL ID: 38233640 AND CORNER TO THE PROPERTY CONVEYED TO MARION C. KING, TRUSTEE AS RECORDED IN DEED BOOK 1691, PAGE 599, PARCEL ID: 21127900, FOR REFERENCE SAID REBAR IS S83°08'54"E 338.44', S83°10'58"E 285.48' AND S83°09'36"E 482.25' FROM A FOUND 5/8" REBAR (NO CAP) IN THE EAST LINE OF THE RIGHT OF WAY OF POLO CLUB BOULEVARD, ALSO CORNER TO SAID PARCEL ID: 38233640 AND CORNER TO THE PROPERTY CONVEYED TO BLAKE & MARY K. DEBACHER AS RECORDED IN DEED BOOK 3624, PAGE 451 (LOT 169 OF PLAT CABINET "R", SLIDE 570); THENCE LEAVING SAID COMMON CORNER AND TRAVERSING THE LAND OF LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, PARCEL ID: 25768900, N24°16'34"E 89.28' TO A SET 1/2" REBAR, 18" LONG, CAPPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC", AT THE SOUTHWEST CORNER OF THE PROPOSED LEASE AREA; THENCE WITH SAID LEASE AREA, N09°34'47"E 80.00' TO A SET IPC; THENCE S71°53'23"E 101.12' TO A SET IPC AND BEING THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID LEASE AREA, S71°53'23"E 30.34'; THENCE S09°34'47"W 13.00'; THENCE S80°25'13"E 15.00'; THENCE S09°34'47"W 30.00'; THENCE N80°25'13"W 15.00'; THENCE S09°34'47"W 23.89'; THENCE S33°37'48"W 24.49'; THENCE S07°09'32"W 3.91'; THENCE S82°50'28"E 123.60'; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 215.00', ARC LENGTH OF 25.34', THE CHORD OF WHICH BEARS S79°27'54"E 25.32'; THENCE S76°05'19"E 96.88'; THENCE S83°00'28"E 210.35' TO THE WEST LINE OF THE RIGHT OF WAY OF WALNUT GROVE LANE AND BEING THE EAST LINE OF SAID PROPERTY IN DEED BOOK 2040, PAGE 478; THENCE WITH SAID LINE, S09°42'28"W 30.03'; THENCE LEAVING SAID LINE AND TRAVERSING THE LAND OF SAID DEED BOOK 2040, PAGE 478, N83°00'28"W 210.74'; THENCE N76°05'19"W 98.70'; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 185.00', ARC LENGTH OF 21.80', THE CHORD OF WHICH BEARS N79°27'54"W 21.79'; THENCE N82°50'28"W 126.60'; THENCE N07°09'32"E 40.97'; THENCE N33°37'48"E 25.15' TO A SET IPC IN THE SOUTHEAST CORNER OF SAID LEASE AREA; THENCE WITH SAID LEASE AREA, N09°34'47"E 65.00' TO THE POINT OF BEGINNING CONTAINING 7,250.000 SQUARE FEET AS PER SURVEY BY MARK E. PATTERSON, PLS #3136 DATED JULY 2, 2020.

EXHIBIT 2

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the date of this Agreement, is free of hazardous substances except as follows: **(If Applicable)**

(INSERT HERE)

EXHIBIT 3

Exhibit 3 . Payment Schedule for Antenna Lease		
Initial Term (Yrs.):	10	
Renewal Term (Yrs.):	10	
Proposed Monthly Lease Rate Starting at the First Month of the Second Term:	\$2,500	
Lease Escalation Factor (%):	3.00%	
Term/Year (12 Months Each)	Total Annual Payment	Comment
1	\$30,000.00	Due upon the execution of the lease.
2	\$30,000.00	Total of 12 monthly payments
3	\$30,900.00	Total of 12 monthly payments adjusted based on lease escalation factor.
4	\$31,827.00	Total of 12 monthly payments adjusted based on lease escalation factor.
5	\$32,781.81	Total of 12 monthly payments adjusted based on lease escalation factor.
6	\$33,765.26	Total of 12 monthly payments adjusted based on lease escalation factor.
7	\$34,778.22	Total of 12 monthly payments adjusted based on lease escalation factor.
8	\$35,821.57	Total of 12 monthly payments adjusted based on lease escalation factor.
9	\$36,896.22	Total of 12 monthly payments adjusted based on lease escalation factor.
10	\$38,003.10	Total of 12 monthly payments adjusted based on lease escalation factor. End of original term.
11	\$39,143.20	Total of 12 monthly payments adjusted based on lease escalation factor. Start of automatic renewal period.
12	\$40,317.49	Total of 12 monthly payments adjusted based on lease escalation factor.
13	\$41,527.02	Total of 12 monthly payments adjusted based on lease escalation factor.
14	\$42,772.83	Total of 12 monthly payments adjusted based on lease escalation factor.
15	\$44,056.01	Total of 12 monthly payments adjusted based on lease escalation factor.
16	\$45,377.69	Total of 12 monthly payments adjusted based on lease escalation factor.
17	\$46,739.02	Total of 12 monthly payments adjusted based on lease escalation factor.
18	\$48,141.19	Total of 12 monthly payments adjusted based on lease escalation factor.
19	\$49,585.43	Total of 12 monthly payments adjusted based on lease escalation factor.
20	\$51,072.99	Total of 12 monthly payments adjusted based on lease escalation factor.