

Prepared by and Upon Recording, Return to:

Sittig Cortese LLC
Joseph A. Cortese, Esquire
437 Grant Street
Suite 1500
Pittsburgh, PA 15219

STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

MEMORANDUM OF LAND LEASE AGREEMENT

This Memorandum of Land Lease Agreement is dated this ____ day of _____, 201__, (date of first signature) and made effective this ____ day of _____, 201__ (date of last signature) between the City of North Royalton, with its principal offices located at 14600 State Road, North Royalton, Ohio 44135, hereinafter referred to as “LESSOR”, and Cellco Partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter referred to as “LESSEE”. LESSOR and LESSEE are at times collectively referred to hereinafter as the “Parties” or individually as the “Party”.

1. LESSOR and LESSEE entered into a Land Lease Agreement (the "Agreement") on _____, 201__ for an initial term of five (5) years, commencing on the Commencement Date. The Agreement shall automatically be extended for four (4) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term.
2. LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment upon the Premises (as hereinafter defined), which are part of that real property owned, leased or controlled by LESSOR situate in North Royalton, Cuyahoga County, Ohio (the "Property"). The Property is shown on the Tax Map of Cuyahoga County as a portion of Parcel Number 481-07-026 and part of the real property described in Deed Book 90-1741 at Page 37. The Premises are a portion of the Property and is shown on Exhibit "A" attached hereto and made a part hereof. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a right-of-way ("Easement"), also shown on Exhibit "A". LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In the event that it is necessary, LESSOR agrees to grant LESSEE or the provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with laws.
3. The Commencement Date of the Agreement, of which this is a Memorandum, shall be the first (1st) day of the month after LESSEE begins installation of LESSEE's communications equipment.
4. LESSEE has the right of first refusal to purchase the Premises during the initial term and all renewal terms of the Agreement.
5. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

LESSOR:

City of North Royalton

By: _____
Name: _____
Title: _____
Date: _____

LESSEE:

Cellco Partnership d/b/a Verizon Wireless

By: _____
Name: _____
Title: _____
Date: _____

STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

ACKNOWLEDGEMENT

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally came before me this day and acknowledged that he/she is the _____, of the City of North Royalton, and that **he/she**, as _____, being authorized to do so, executed the foregoing **MEMORANDUM OF LAND LEASE AGREEMENT** on behalf of the City of North Royalton.

WITNESS my hand and official Notarial Seal, this ____ day of _____, 201__.

Notary Public

My Commission Expires:

STATE OF OHIO)
)
COUNTY OF DELAWARE)

ACKNOWLEDGMENT

I, _____, a Notary Public for said County and State, do hereby certify that Michael Russo personally came before me this day and acknowledged that he is the _____, of Cellco Partnership d/b/a Verizon Wireless, and that he, as _____, being authorized to do so, executed the foregoing **MEMORANDUM OF LAND LEASE AGREEMENT** on behalf of Cellco Partnership d/b/a Verizon Wireless.

WITNESS my hand and official Notarial Seal, this ___ day of _____, 201__.

Notary Public

My Commission Expires:

EXHIBIT A

Parcel Number: 481-07-026

LAND SPACE (0.057 ACRE TRACT)

Situated in the State of Ohio, County of Cuyahoga, and City of North Royalton, and knows as being part of Original Royalton Township Section No. 1, and being part of a 5.57 acre tract (per Auditor's record) conveyed to City of North Royalton, as recorded in Deed Books Volume 10959, Page 39, Volume 11103, Page 717, and Volume 90-1741, Page 37, all records being record of Cuyahoga County Recorder's Office, Ohio, and being more particularly described as follows:

Commencing for reference at a point in the centerline of W. Sprague Road (60 ft in width), said point also being a northwest corner of said 5.57 acre tract, thence N 89°16'31" E, along the centerline of W. Sprague Road and the north line of said 5.57 acre tract, a distance of 3.84 feet to a point;

Thence S 00°10'07" W, crossing over said 5.57 acre tract, a distance of 547.79 feet to a point;

Thence N 89°49'53" W, a distance of 20.01 feet to a point;

Thence S 00°00'00" E, a distance of 18.00 feet to an iron pin set, said iron pin set being the TRUE POINT OF BEGINNING;

Thence S 00°00'00" E, a distance of 50.00 feet to an iron pin set;

Thence N 90°00'00" W, a distance of 50.00 feet to an iron pin set;

Thence N 00°00'00" E, a distance of 50.00 feet to an iron pin set;

Thence N 90°00'00" E, a distance of 50.00 feet to the TRUE POINT OF BEGINNING, having an area of 2500.00 Square Feet or 0.057 Acres, more or less, subject to all rights of way, easements, and restrictions of record.

ACCESS AND UTILITY RIGHT OF WAY (0.438 ACRE TRACT)

Situated in the State of Ohio, County of Cuyahoga, and City of North Royalton, and knows as being part of Original Royalton Township Section No. 1, and being part of a 5.57 acre tract (per Auditor's record) conveyed to City of North Royalton, as recorded in Deed Books Volume 10959, Page 39, Volume 11103, Page 717, and Volume 90-1741, Page 37, all records being

record of Cuyahoga County Recorder's Office, Ohio, and being more particularly described as follows:

Commencing for reference at a point in the centerline of W. Sprague Road (60 ft in width), said point also being a northwest corner of said 5.57 acre tract, thence N 89°16'31" E, along the centerline of W. Sprague Road and the north line of said 5.57 acre tract, a distance of 3.84 feet to a point, said point being the TRUE POINT OF BEGINNING;

Thence N 89°16'31" E, along the centerline of W. Sprague Road and the north line of said 5.57 acre tract, a distance of 30.00 feet to a point;

Thence S 00°10'07" W, crossing over said 5.57 acre tract, a distance of 601.11 feet to a point;

Thence N 90°00'00" W, a distance of 49.86 feet to a point in the east line of the Land Space;

Thence N 00°00'00" E, partially along the east line of the Land Space, a distance of 53.00 feet to a point;

Thence S 89°49'53" E, a distance of 20.01 feet to a point;

Thence N 00°10'07" E, a distance of 547.79 feet to the TRUE POINT OF BEGINNING, having an area of 19083.44 Square Feet or 0.438 Acres, more or less, subject to all rights of way, easements, and restrictions of record.

SITE NAME: North Royalton Sprague
SITE NUMBER: CLEV-503/ Location Code 443064
ATTY/DATE: JAC/ 5-23-19

LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") made this _____ day of _____, 20__, between the City of North Royalton, with its principal offices located at 14600 State Road, North Royalton, Ohio 44135, hereinafter designated LESSOR 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), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **GRANT.** In accordance with this Agreement, LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment ("Use") upon the Premises (as hereinafter defined), which are a part of that real property owned, leased or controlled by LESSOR at 11355 Sprague Road, North Royalton, Ohio 44133 (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The Premises are a portion of the Property and are approximately 2,500 square feet, and are shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit "B" in its entirety.

2. **INITIAL TERM.** This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 5 years beginning on the first day of the month following the Commencement Date (as hereinafter defined). The "Commencement Date" shall be the first day of the month after LESSEE begins installation of LESSEE's communications equipment.

3. **EXTENSIONS.** This Agreement shall automatically be extended for 4 additional 5 year terms ("Renewal Term") unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

4. **RENTAL.**

(a). Rental payments shall begin on the Commencement Date and be due at a total annual rental of Eighteen Thousand and 00/100 Dollars (\$18,000.00), to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 14600 State Road, North Royalton, Ohio 44133 Attention: Finance Department. LESSOR and LESSEE acknowledge and agree that the initial rental payment shall not be delivered by LESSEE until 60 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

(b). For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of

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Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. .

(c). RENTAL INCREASE. Annual rental for each additional five (5) year term shall be equal to one hundred five percent (105%) of the annual rental payable with respect to the immediately preceding five (5) year term.

5. ACCESS. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a forty (40') foot wide right-of-way ("Easement"), which shall be depicted on Exhibit "B". LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. LESSEE shall not be allowed to access LESSOR's secured area. Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 27).

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in its "AS/IS" condition . LESSOR represents and warrants to LESSEE that as of the Effective Date, the Premises (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 24).

7. IMPROVEMENTS. The communications equipment including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be as required by LESSOR. LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit, with the consent of LESSOR.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence LESSEE chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals within the limitations of its own obligations to enforce its own ordinances and shall take no action which would adversely affect the status of the Property with respect to LESSEE's Use. LESSEE's use shall be subordinate to LESSOR's use.

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to LESSOR, upon the annual anniversary of the

SITE NAME: North Royalton Sprague
SITE NUMBER: CLEV-503/ Location Code 443064
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Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion. In the event LESSEE should terminate the Agreement during the Initial Term or any Renewal Term pursuant to Paragraph 9(v), (vi) or (vii), LESSEE shall remain obligated to pay LESSOR Rent for the remainder of such Term.

10. INDEMNIFICATION. Subject to Paragraph 11, LESSEE shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the LESSEE, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. The LESSOR will provide the LESSEE with prompt, written notice of any claim covered by this indemnification; provided that any failure of the LESSOR to provide any such notice, or to provide it promptly, shall not relieve the LESSEE from its indemnification obligation in respect of such claim, except to the extent the LESSEE can establish actual prejudice and direct damages as a result thereof. The LESSOR will cooperate appropriately with the LESSEE in connection with the LESSEE'S defense of such claim. The LESSEE shall defend any LESSOR, at the LESSOR's request, against any claim with counsel reasonably satisfactory to the LESSOR. The LESSEE shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of LESSOR and without an unconditional release of all claims by each claimant or plaintiff in favor of LESSOR.

11. INSURANCE.

LESSEE agrees that at its own cost and expense, it will maintain commercial general liability insurance with limits of \$4,000,000 per occurrence for bodily injury (including death) and for damage or destruction to property.

The Parties agree to include the other Party as an additional insured as their interest may appear under this Agreement.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 24, a violation of Paragraph 29, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or 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.

13. INTERFERENCE.

(a). LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's property, performance, or equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE, except to comply with LESSOR's primary use of the Premises – operation as a waste water facility.

(b). Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 8 hours following notice to the interfering party via telephone to LESSEE'S Network Operations Center (at (800) 224-6620/(800) 621-2622) or to LESSOR at (), the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

Commented [BL1]: Emailed Attorney Kelly

(c). The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. Upon expiration or within 90 days of earlier termination, LESSEE shall remove LESSEE'S Communications Equipment (including footings up to 3 feet (3') below grade) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

15. HOLDOVER. If upon expiration of the Term the Parties are negotiating a new lease or a lease extension, then this Agreement shall continue during such negotiations on a month to month basis at the rental in effect as of the date of the expiration of the Term. In the event that the Parties are not in the process of negotiating a new lease or lease extension and LESSEE holds over after the expiration or earlier termination of the Term, then LESSEE shall pay rent at double the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

16. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Premises or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR'S Notice"). LESSOR'S Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Premises and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within thirty (30) days after receipt of LESSOR'S Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE'S intention to meet the third party offer within thirty (30) days after receipt of LESSOR'S Notice, then if LESSOR'S Notice describes

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a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises and the purchase price shall be pro-rated on a square footage basis. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

18. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easement, restrictions or other impediments of title that will adversely affect LESSEE's Use.

19. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may not sublet the Premises without LESSOR'S prior written consent.

20. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 13, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of North Royalton
 14600 State Road
 North Royalton, Ohio 44133
 Attention: Mayor

SITE NAME: North Royalton Sprague
SITE NUMBER: CLEV-503/ Location Code 443064
ATTY/DATE: JAC/ 5-23-19

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

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

21. Intentionally Deleted.

22. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 22 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

23. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. .

24. ENVIRONMENTAL. The Parties recognize that LESSEE is only leasing a small portion of LESSOR's property and LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities.

25. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE'S Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

26. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, Lessee may terminate this Agreement.

27. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

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28. TAXES. LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

29. Intentionally Deleted.

30. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

[Signature page follows. The remainder of this page is intentionally blank.]

SITE NAME: North Royalton Sprague
SITE NUMBER: CLEV-503/ Location Code 443064
ATTY/DATE: JAC/ 5-23-19

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

LESSOR:

City of North Royalton

By: _____

Name: _____

Its: _____

Date: _____

LESSEE:

Cellco Partnership,
d/b/a Verizon Wireless

By: _____

Name: Michael Russo

Its: Director Network Field Engineering

Date: _____

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EXHIBIT "A"

DESCRIPTION OF PROPERTY

LAND SPACE (0.057 ACRE TRACT)

Situated in the State of Ohio, County of Cuyahoga, and City of North Royalton, and knows as being part of Original Royalton Township Section No. 1, and being part of a 5.57 acre tract (per Auditor's record) conveyed to City of North Royalton, as recorded in Deed Books Volume 10959, Page 39, Volume 11103, Page 717, and Volume 90-1741, Page 37, all records being record of Cuyahoga County Recorder's Office, Ohio, and being more particularly described as follows:

Commencing for reference at a point in the centerline of W. Sprague Road (60 ft in width), said point also being a northwest corner of said 5.57 acre tract, thence N 89°16'31" E, along the centerline of W. Sprague Road and the north line of said 5.57 acre tract, a distance of 3.84 feet to a point;

Thence S 00°10'07" W, crossing over said 5.57 acre tract, a distance of 547.79 feet to a point;

Thence N 89°49'53" W, a distance of 20.01 feet to a point;

Thence S 00°00'00" E, a distance of 18.00 feet to an iron pin set, said iron pin set being the TRUE POINT OF BEGINNING;

Thence S 00°00'00" E, a distance of 50.00 feet to an iron pin set;

Thence N 90°00'00" W, a distance of 50.00 feet to an iron pin set;

Thence N 00°00'00" E, a distance of 50.00 feet to an iron pin set;

Thence N 90°00'00" E, a distance of 50.00 feet to the TRUE POINT OF BEGINNING, having an area of 2500.00 Square Feet or 0.057 Acres, more or less, subject to all rights of way, easements, and restrictions of record.

ACCESS AND UTILITY RIGHT OF WAY (0.438 ACRE TRACT)

Situated in the State of Ohio, County of Cuyahoga, and City of North Royalton, and knows as being part of Original Royalton Township Section No. 1, and being part of a 5.57 acre tract (per Auditor's record) conveyed to City of North Royalton, as recorded in Deed Books Volume 10959, Page 39, Volume 11103, Page 717, and Volume 90-1741, Page 37, all records being record of Cuyahoga County Recorder's Office, Ohio, and being more particularly described as follows:

Commencing for reference at a point in the centerline of W. Sprague Road (60 ft in width), said point also being a northwest corner of said 5.57 acre tract, thence N 89°16'31" E, along the

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SITE NUMBER: CLEV-503/ Location Code 443064
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centerline of W. Sprague Road and the north line of said 5.57 acre tract, a distance of 3.84 feet to a point, said point being the TRUE POINT OF BEGINNING;

Thence N 89°16'31" E, along the centerline of W. Sprague Road and the north line of said 5.57 acre tract, a distance of 30.00 feet to a point;

Thence S 00°10'07" W, crossing over said 5.57 acre tract, a distance of 601.11 feet to a point;

Thence N 90°00'00" W, a distance of 49.86 feet to a point in the east line of the Land Space;

Thence N 00°00'00" E, partially along the east line of the Land Space, a distance of 53.00 feet to a point;

Thence S 89°49'53" E, a distance of 20.01 feet to a point;

Thence N 00°10'07" E, a distance of 547.79 feet to the TRUE POINT OF BEGINNING, having an area of 19083.44 Square Feet or 0.438 Acres, more or less, subject to all rights of way, easements, and restrictions of record.

SITE NAME: North Royalton Sprague
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EXHIBIT "B"

SITE PLAN OF THE PREMISES



