



Customer Site Name: N/A  
Customer Site No.: N/A  
Customer Type: Government

Crown Site Name: Bethesda (River Rd)  
JDE Business Unit: 872593  
License Identifier: 692749  
Type of Site: Crown Site

## TOWER SITE LICENSE AGREEMENT

(LICENSE FOR USE OF TOWER AND GROUND SPACE)

2nd THIS TOWER SITE LICENSE AGREEMENT (this "Agreement") is entered into as of this April, 2019 (the "Effective Date"), between Pinnacle Towers LLC, a Delaware limited liability company (Pinnacle Towers Inc., a Delaware corporation, was converted pursuant to Delaware law to Pinnacle Towers LLC, effective April 7, 2004), with a place of business at 2000 Corporate Drive, Canonsburg, Washington County, Pennsylvania 15317 ("Licensor"), and Montgomery County, Maryland, a body corporate and politic and a political subdivision of the State of Maryland, with its principal office at 101 Monroe Street, Rockville, Montgomery County, Maryland 20850 ("the "County" or "Licensee").

The parties hereto agree as follows:

### 1. DEFINITIONS

Unless otherwise noted, as used in this Agreement references to Section numbers are to sections in main text of this Agreement, references to Exhibits are to those documents attached to this Agreement, use of "including" and "includes" means a non-exhaustive list of examples, and use of "or" means "and/or".

The following terms as used in this Agreement are defined as follows:

**"Acquiring Party"** means any person acquiring title to Licensor's interest in the real property of which the Site forms a part through a Conveyance.

**"Adjusted Fee"** means the adjusted Basic Payment or other fee, as applicable, calculated as set forth in Section 5.2 below.

**"Adjustment Date"** means the date on which the Basic Payment and all other fees set forth herein shall be adjusted as set forth in Section 5.2 below.

**"AM Detuning Study"** means a study to determine whether measures must be taken to avoid disturbance of an AM radio signal station signal pattern.

**"AM Detuning Study Fee"** means the fee payable by Licensee to Licensor to defray Licensor's costs incurred in preparing or obtaining an AM Detuning Study. The amount of the fee shall be reasonably commensurate with the scope and complexity of the subject AM Detuning Study.

**"Base Fee"** means the then-current Basic Payment or other fee, as applicable.

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Prepared on: February 12, 2019  
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CROWN CASTLE STANDARD FORM TOWER SITE LICENSE AGREEMENT (11-29-2016 version)



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**“Basic Payment”** means the consideration paid by Licensee for the right to use the Licensed Space as described in Section 5.1 below, which consideration is subject to adjustment as described in Section 5.2 below.

**“Basic Payment Commencement Date”** means ninety (90) days following the Term Commencement Date as defined below.

**“Closeout Documentation”** means the as-built drawings and other installation documentation required by Licensor with respect to the subject installation of or Modification to Equipment.

**“Code”** means TIA-222-X, where the “X” refers to whatever revision of TIA-222 is currently adopted by the jurisdiction in which the Site is located.

**“Conveyance”** includes any exercise by a Lender of its rights under the Security Instrument, including a foreclosure, sheriff’s or trustee’s sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Site and any other transfer, sale or conveyance of the Licensor’s interest in the property of which the Site forms a part under peril of foreclosure or similar remedy, including to the generality of the foregoing, an assignment or sale in lieu of foreclosure or similar remedy.

**“Crown Castle”** means Crown Castle USA Inc. or an affiliate of Crown Castle USA Inc. that is designated by Licensor to perform any Work for Licensee, or to inspect any work that is performed for Licensee, pursuant to Section 2.5 below.

**“Current Term Expiration Date”** means, at any point in time, the last day of the then-current term, whether it is the initial term or a renewal term (if applicable).

**“Deed”** means the deed(s) or other similar prior instrument(s) from which Licensor’s rights in any portion of the Site are derived, together with any restrictive covenants pertaining thereto, whether or not such restrictive covenants are contained in the deed(s) or other similar prior instrument(s) or in a separate prior legal instrument(s).

**“Equipment”** means Licensee’s communications equipment placed on the Site, including Licensee’s antennas, cables, connectors, wires, radios, radio shelter or cabinet and related transmission and reception hardware and software, and other personal property.

**“Event of Default”** means any material breach of this Agreement for which no cure period applies, or any other breach of this Agreement that is not cured within the applicable cure period stipulated herein, as described in Section 13 below.

**“FAA”** means the Federal Aviation Administration.

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**"FCC"** means the Federal Communications Commission.

**"Fiscal Year End Date"** has the meaning ascribed to it in Section 19.5 below.

**"Funding Termination"** has the meaning ascribed to it in Section 19.5 below.

**"Government Entity"** means any federal, state or local governmental unit or agency thereof with jurisdiction applicable to the Site.

**"Grantor"** means the grantor named in the Deed, if applicable.

**"Inspection Fee"** means the fee payable by Licensee to Crown Castle in the amount of One Thousand Five Hundred (\$1,500.00) to defray Licensor's costs associated with Crown Castle's inspection of any Work not performed by Crown Castle. Said amount is subject to adjustment in accordance with Section 5.2 below.

**"Installation Standards"** means the "Installation Standards for Construction Activities on Crown Castle Tower Sites" or its successor, issued by Licensor (or its affiliates) from time to time, as described in Section 2.2 below.

**"Intermodulation Study"** means a study to determine whether an RF interference problem may arise.

**"Intermodulation Study Fee"** means the fee payable by Licensee to Licensor to defray Licensor's costs in preparing or obtaining an Intermodulation Study. The amount of the Intermodulation Study Fee shall be reasonably commensurate with the scope and complexity of the subject Intermodulation Study. **"Landlord"** means the lessor, sublessor, or licensor under the Prime Lease, if applicable.

**"Laws"** means any and all laws, regulations, rules, or requirements promulgated by Government Entities.

**"Lender"** means any and all lenders, creditors, indenture trustees and similar parties.

**"Licensed Equipment"** means, if applicable, Licensee's permitted equipment installed at the Site that is transmitting or receiving signals within frequencies for which has an FCC license, to the extent that such equipment is transmitting or receiving signals within such frequencies.

**"Licensed Space"** means that portion of the Site that is licensed to Licensee hereunder.

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**“Licensee”** means the party named as “Licensee” in the first paragraph hereof, which includes its individual agencies and departments that are not separate legal entities, and its successors-in-interest.

**“Licensor”** means the party named as “Licensor” in the first paragraph hereof and its successors-in-interest.

**“Modification”** means (i) any addition of equipment outside the boundaries of any permitted equipment pads on the ground, (ii) any addition of antennas or antenna structures on the ground or on any equipment pads, (iii) any use of space on the ground or on the tower outside of the Licensed Space, except as otherwise expressly permitted herein, (iv) any change to the shape or location of the Licensed Space on the ground or on the tower, as applicable, (v) the addition of generators or generator fuel tanks in any location, (vi) any addition, modification, or replacement of equipment on the tower other than as may be specified herein, (vii) any change to the frequency ranges specified herein or the use of any frequency outside of the frequency ranges specified herein, or (viii) any use of power in excess of the power level specified herein. Notwithstanding the foregoing, the replacement of any of Licensee’s equipment (if any) on the tower with new, identical equipment (i.e., equipment of the same quantity, make, model, size and weight), in the same location as the previously permitted equipment, shall not constitute a “Modification”, provided that such replacement does not negatively affect the tower’s loading capacity, as determined by Licensor.

**“Modification Application Fee”** means the fee payable by Licensee to Licensor in the amount of Five Hundred and 00/100 Dollars (\$500.00) to defray Licensor’s costs incurred in evaluating a Site Engineering Application with respect to a Modification. Said amount is subject to adjustment in accordance with Section 5.2 below.

**“NTP”** means a written notice to proceed.

**“Pre-Existing Use”** means any installation or modified use of Licensor’s or another user’s equipment prior to the installation or modified use of Licensee’s Equipment.

**“Prime Lease”** means the lease(s), sublease(s), or other similar prior agreement(s) from which Licensor’s rights in any portion of the Site are derived, and which may contain restrictions on use of the Site.

**“Prior Agreement”** means, if applicable, any active prior oral or written agreements (as may have been amended or assigned) between Licensor and Licensee to the extent applicable to the Site and the subject matter described herein.

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**“Pro Rata Share”** means the fraction or decimal equivalent determined by dividing one (1) by the total number of then-existing users of the Site. In no event shall the Pro Rata Share exceed fifty percent (50%). For the purposes of determining “Pro Rata Share”, Licensor shall be deemed to be a then-existing user of the Site.

**“Regulatory Compliance Costs”** means the reasonable costs, including reasonable attorneys’ fees, incurred by Licensor at the Site after the Effective Date in order to comply with any applicable Law.

**“RF”** means radio frequency.

**“Security Deposit”** has the meaning ascribed to it in Section 5.6 below.

**“Security Instrument”** means any and all mortgages, deeds of trust or other deeds, and any similar security agreements that encumber the Site to secure the debt of Licensor.

**“Site”** means the property referred to in Section 2.1 below, which is owned, leased, or otherwise controlled by Licensor and which contains the Licensed Space.

**“Section 19.5 Equipment Removal Deadline”** has the meaning ascribed to it in Section 19.5 below.

**“Services Agreement”** means any active agreement(s) between Licensee and Crown Castle with respect to the performance of Work for Licensee by Crown Castle, which active agreement(s) may include, without limitation, any master services agreement, project appendix, purchase order for services, and/or other similar agreement.

**“Site Application Fee”** means, if applicable, the fee paid or payable by Licensee to Licensor to evaluate a Site Engineering Application to determine whether Site has sufficient capacity to accommodate the Equipment described herein.

**“Site Engineering Application”** means the application form (as may be amended by Licensor from time to time), which shall be submitted to Licensor by Licensee when Licensee desires to apply for a license to install or make a Modification to Equipment. The approved Site Engineering Application, if any, for Licensee’s permitted Equipment is referred to in Section 2.2 below and attached to this Agreement as part of **Exhibit B**.

**“Site Plan”** means the site plan or site sketch, if any, referred to in Section 2.2 below and attached hereto as **Exhibit C**.

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**“Structural Analysis”** means an engineering analysis performed to determine whether the physical and structural capacity of the tower are sufficient to accommodate the proposed tower-mounted Equipment, if any. Such engineering analysis takes into consideration factors such as weight, wind loading and physical space requirements.

**“Structural Analysis Fee”** means the fee payable by Licensee to Licensor in the amount of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) to defray Licensor’s costs incurred with respect to its performance of a Structural Analysis with respect to the installation of Licensee’s tower-mounted Equipment described herein or with respect to any Modification to Licensee’s Equipment. Said amount is subject to adjustment in accordance with Section 5.2 below.

**“Subsequent Use”** means any installation or modified use of Licensor’s or another user’s equipment subsequent to the installation or modified use of the Licensed Equipment as described in Section 6.1 below.

**“Term”** means the term of this Agreement, as set forth in Section 4 below.

**“Term Commencement Date”** means the date which is the first day of the month following Licensor’s issuance of a notice to proceed with installation of Equipment.

**“Termination Notice”** has the meaning ascribed to it in Section 19.5 below.

**“Tower Level Drawing”** means the tower level drawing or tower sketch, if any, referred to in Section 2.2 below and attached hereto as part of **Exhibit B**.

**“Transfer Date”** has the meaning ascribed to it in Section 23 below.

**“Transferred Equipment”** has the meaning ascribed to it in Section 23 below.

**“Unlicensed Equipment”** means, if applicable, Licensee’s permitted equipment installed at the Site that is transmitting or receiving signals within frequencies that do not require an FCC license, to the extent that such equipment is transmitting or receiving signals within such frequencies.

**“Work”** means the installation of Equipment at the Site, construction of an approved Modification to Equipment at the Site, or removal of Equipment from the Site, as set forth in Section 2.5 below.

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## **2. SITE, LICENSE, EQUIPMENT, LICENSED SPACE, APPLICATION FOR MODIFICATIONS, CONDITIONS PRECEDENT, ACCEPTANCE OF SITE**

2.1 **The Site.** The Site consists of that certain parcel of property, located in the unincorporated, census designated place of Bethesda, the County of Montgomery, and the State of Maryland which is described in **Exhibit A** hereto.

2.2 **License to Install, Operate and Maintain the Equipment.** Licensors hereby grants a license to Licensee to install, operate and maintain the Equipment on the Site within the Licensed Space, as such Equipment and Licensed Space are described in, and subject to, the approved Site Engineering Application and Tower Level Drawing (or other documentation), if applicable, attached hereto as **Exhibit B** and as shown in the Site Plan (or other documentation), if applicable, attached hereto as **Exhibit C**. If this Agreement is replacing a Prior Agreement, the parties acknowledge that the Equipment (or a portion thereof) may already be installed on the Site and that Licensee may currently operate and maintain, the Equipment (or a portion thereof) on the Site. Such license is subject to the Installation Standards and restricted exclusively to the installation, operation and maintenance of Equipment consistent with the specifications and in the locations identified in **Exhibit B** and **Exhibit C**.

2.2.1 **Tower-Mounted Equipment Not Installed Within 180 Days After Commencement of Installation.** With respect to the installation of any tower-mounted Equipment not already installed on the Site pursuant to a Prior Agreement, if Licensee fails to install all of its tower-mounted Equipment as described in **Exhibit B** (or as described in any future amendment for a Modification) within one hundred eighty (180) days after commencement of its initial installation of such tower-mounted Equipment, then the right to install any such tower-mounted Equipment not installed shall be deemed waived, with no reduction of the Basic Payment. No capacity or rights will be reserved for future installation of such tower-mounted Equipment after said one hundred eighty (180) day period; provided, however, Licensee may thereafter install the remainder of the permitted but uninstalled tower-mounted Equipment for no increase to the Basic Payment, subject to available capacity at the Site, as determined by Licensors. Licensee shall notify Licensors in writing and coordinate with Licensors prior to installing any portion of the remainder of the permitted but uninstalled tower-mounted Equipment after said one hundred eighty (180) day period. Licensee acknowledges and agrees that Licensors may require that Licensee submit a new Site Engineering Application with respect to the installation of the remainder of such permitted but uninstalled tower-mounted Equipment. In the event that Licensors determines that the Site or tower located thereon cannot accommodate such permitted but uninstalled tower-mounted Equipment without requiring modifications thereto, then the parties may negotiate terms and conditions pursuant to which the modifications to the Site or tower will be made for the purpose of accommodating such permitted but uninstalled tower-mounted Equipment.

2.2.2 **Reduction of Available Capacity Due to Change in Applicable Law.** If, as a result of any change in the applicable Code after the date of the subject Structural Analysis and prior to

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Licensee's completion of installation of any tower-mounted Equipment as described in **Exhibit B** (or as described in any future amendment for a Modification), Licensor determines that the tower at the Site no longer has sufficient capacity to accommodate any permitted but uninstalled tower-mounted Equipment, then the right to install any such tower-mounted Equipment not installed shall be deemed waived, with no reduction of the Basic Payment. No capacity or rights will be reserved for future installation of such tower-mounted Equipment after such change in such applicable Code; provided, however, the parties may negotiate terms and conditions pursuant to which the modifications to the Site or tower will be made for the purpose of accommodating any such permitted but uninstalled tower-mounted Equipment.

**2.3 Application for Modifications.** Licensee shall apply to make Modifications by submitting a Site Engineering Application to Licensor together with payment of the Modification Application Fee. A Structural Analysis, AM Detuning Study or an Intermodulation Study may be required by Licensor in connection with a proposed Modification, and Licensee will be liable for the subject Structural Analysis Fee, AM Detuning Study Fee or Intermodulation Study Fee, as applicable. Any approved Modification shall be evidenced by an amendment to this Agreement, and the Site Engineering Application approved by Licensor describing the Modification shall be an exhibit to said amendment. Licensee agrees that any Modification, or change in Licensee's use of the Licensed Space, as approved herein, may entitle Licensor to additional compensation. Licensor is not obligated to approve applications for Modifications.

**2.4 Conditions Precedent to Installation of Equipment or Modification.** With respect to the installation of Equipment not already installed on the Site pursuant to a Prior Agreement, and with respect to any Modifications to Equipment, the parties agree that, notwithstanding anything to the contrary herein, Licensee's right to install Equipment or make a Modification to Equipment at the Site shall not commence until the following conditions are satisfied: (i) Licensor has received any written consent required under the Prime Lease or Deed to allow Licensor to license the Licensed Space to Licensee, if such consent is required, or Licensor has determined that no such written consent is required; (ii) a Site Engineering Application for such installation or Modification has been approved by Licensor; (iii) Licensor has received and approved Licensee's drawings showing the proposed installation of or Modification to the Equipment; (iv) Licensee has received and provided to Licensor (and Licensor has reviewed and accepted) copies of (a) all required permits, if any, for its installation of or Modification to the Equipment and (b) all required regulatory or governmental approvals pertaining to Licensee's proposed use of the Site; (v) Licensor has received a waiver of any rights of first refusal applicable to the Licensed Space identified in the subject Site Engineering Application; (vi) the Site Application Fee, Modification Application Fee, Structural Analysis Fee, Intermodulation Study Fee and AM Detuning Study Fee, as applicable, have been paid; and (vii) an NTP pertaining to such installation or Modification has been issued by Licensor and fully executed in accordance with Licensor's NTP process. With respect to Licensee's initial installation of Equipment on the Site, if any applicable conditions precedent are not satisfied within one hundred eighty (180) days after the date of full execution of this Agreement, either party shall have the right to terminate this Agreement upon written notice to the other party; provided, however, the foregoing right to terminate

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this Agreement shall expire upon satisfaction of all applicable conditions precedent if said termination right was not previously exercised by either party. Licensors and Licensee shall cooperate to satisfy any conditions precedent.

**2.5 Performance of Work.** Unless otherwise prohibited by law, Licensee must engage Crown Castle to install Licensee's Equipment, to make approved Modifications to Licensee's Equipment, or to remove Licensee's Equipment from the Site pursuant to this Section 2 (the "Work"). With respect to each such engagement, Licensee shall pay to Crown Castle a fee equal to the cost of the subject Work plus fifteen percent (15%), except to the extent as may otherwise be set forth in an applicable Services Agreement between Licensee and Crown Castle, and such Work shall otherwise be performed upon other terms mutually agreed upon by Licensee and Crown Castle as set forth in an applicable Services Agreement; provided, however, in the event that Licensors elects not to engage Crown Castle to perform the Work, Licensee shall (i) only engage a contractor approved by Crown Castle to perform the Work and (ii) pay to Crown Castle the Inspection Fee upon completion of the Work. In the event that Licensee is required by law to engage a party other than Crown Castle to perform Work at the Site, Licensee shall (i) only engage a contractor approved by Crown Castle to perform the Work and (ii) pay to Crown Castle the Inspection Fee upon completion of the Work. Notwithstanding Crown Castle's inspection of any Work not performed by Crown Castle, neither Licensors nor Crown Castle shall in any way be liable for any defect in the Work or any of the materials used, and Licensee shall not rely on Licensors' inspection of the Work as confirmation that no defects exist. All Work shall be performed in accordance with the standards set forth in the Installation Standards. The foregoing requirement that Licensee only engage Crown Castle or a contractor approved by Crown Castle to perform Work on the Site is a material term of this Agreement.

**2.6 Closeout Documentation.** In the event that Licensee engages Crown Castle to perform any Work for Licensee pursuant to Section 2.5 above, Licensors shall provide or cause Crown Castle to provide to Licensee all Closeout Documentation with respect to such Work within forty-five (45) days after completion of the Work. In the event that Licensee does not engage Crown Castle to perform any Work for Licensee and Licensee engages a contractor approved by Crown Castle to perform the Work pursuant to Section 2.5 above, Licensee shall provide to Licensors all Closeout Documentation with respect to such Work within forty-five (45) days after completion of the Work. Notwithstanding the foregoing, in the event that Licensee fails to provide to Licensors said Closeout Documentation within said forty-five (45) day period, Licensee shall pay to Licensors One Thousand Five Hundred Dollars (\$1,500.00) for the purpose of defraying Licensors' costs associated with preparation of the Closeout Documentation required hereunder. Said amount is subject to adjustment in accordance with Section 5.2 below.

**2.7 Licensors' Remedies for Undocumented Installation or Modification.** In the event that Licensee breaches this Agreement by installing Equipment or making a Modification other than as permitted hereunder, it shall constitute a material breach of contract and Licensors shall have the following remedies, notwithstanding any other terms of this Agreement: (i) the right to collect from Licensee an administrative fee equal to six (6) times the monthly portion of the Basic Payment (based on the amount of the Basic Payment at the time of said notice), plus the Modification Application Fee, plus any costs incurred

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to assess the impact of the unauthorized installation or Modification; (ii) the right to collect from Licensee any direct and consequential damages related to such unauthorized installation or Modification; and (iii) the right to collect the Basic Payment for the Site retroactive to the date of the unauthorized installation or Modification. In the alternative to other remedies available to Licensors hereunder (i.e., the other remedies available to Licensors outside of this Section 2.7), Licensors may terminate this Agreement and require Licensee to immediately vacate the Site.

**2.8 Acceptance of Licensed Space and Site.** By executing and delivering this Agreement, Licensee: (i) accepts the Licensed Space and Site, including any improvements located thereon, as suitable for the purposes for which the Licensed Space is licensed to Licensee hereunder; (ii) accepts the Licensed Space and Site, including any improvements located thereon, and every part and appurtenance thereof in their "AS IS, WHERE IS" condition; and (iii) waives any claims against Licensors related to defects in the Licensed Space or Site, including any improvements located thereon, and their habitability or suitability for any permitted purposes, except if otherwise expressly provided hereunder.

### **3. ACCESS, USE OF SITE, ZONING APPROVAL, UTILITIES**

**3.1 Access to Site.** Licensors hereby grants to Licensee a non-exclusive license for pedestrian and vehicular ingress to and egress from the Site over the designated access area to the Site as described in **Exhibit A**, and non-exclusive license to access Licensors' utility easement, if any, on a 24 hour per day, 7 day per week basis, subject, however, to any restrictions in the Prime Lease or Deed or any underlying easement, for the purposes of maintaining, operating and repairing the Equipment, together with a license to maintain, operate and repair utility lines, wires, cables, pipes, lines, or any other means of providing utility service, including electric and telephone service, to the Licensed Space. Licensors shall have no duty to remove snow or otherwise maintain the access area; provided, however, in the event that Licensee requires access to the Site but snow or some other obstruction on or in the access area is preventing or otherwise materially hindering Licensee's access to the Site, then Licensee shall notify Licensors of such snow or other obstruction and Licensors and Licensee shall cooperate with one another for the removal of such snow or other obstruction, on terms mutually agreeable to the parties.

**3.2 Authorized Persons; Safety of Personnel.** Licensee's right of access to the Site shall be limited to (i) its employees as authorized by Licensee, or (ii) contractors approved by Crown Castle or persons under their direct supervision. Notwithstanding the foregoing, Licensee shall not have access to, and shall not allow any of its agents, employees, contractors, or invitees to climb any tower at the Site. The foregoing limitations on Site and tower access are material terms of this Agreement.

**3.3 Notice to Licensors.** Licensee agrees to provide prior notice of any access to be made by Licensee or its contractors or subcontractors to the Site by calling Licensors' Network Operations Center at (800) 788-7011 (or by providing notice as otherwise directed by Licensors). For safety reasons, access to the Site is restricted to times when elevated work is not being performed on any tower at the Site by any other person.

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**3.4 Licensee's Use of the Site.** Licensee shall use the Licensed Space at the Site to install, operate and maintain only the Equipment and shall transmit and receive only within the FCC-licensed or unlicensed frequency ranges specified herein, at the power levels specified herein.

**3.5 Permits, Authorizations and Licenses.** Except as otherwise agreed by the parties in writing, Licensee shall be solely responsible for obtaining, at its own expense, all required permits, authorizations and licenses (if any) associated with its occupancy of Licensed Space at the Site and utilization of Equipment thereon and shall promptly provide copies thereof to Licensor.. Licensor, at the County's sole cost and expense, will use commercially reasonable efforts to cooperate with the County in its effort to obtain the Governmental Approvals.

**3.6 Zoning Approval.** At least seventy-two (72) hours before submitting any zoning application or amendment to the applicable zoning authority in relation to its installation of or Modification to Equipment at the Site, Licensee must provide Licensor with copies of such zoning application or amendment. Licensor shall respond to Licensee with its approval or rejection of such zoning application or amendment within seventy-two (72) hours after its receipt of copies thereof, provided that if Licensor does not respond within said period, Licensor shall be deemed to have approved same. Licensor reserves the right to (i) require that it be named as co-applicant on any such zoning application or amendment or (ii) require revisions to any such zoning application or amendment. Licensor also reserves the right, prior to any decision by the applicable zoning authority, to approve or reject any conditions of approval, limitations or other obligations that would apply to the owner of the Site or property on which the Site is located, or any existing or future Site licensee, as a condition of such zoning authority's approval; provided, however, Licensor shall not unreasonably withhold or delay approval of any such conditions of approval, limitations or other obligations. Except as otherwise agreed by the parties in writing, Licensee shall be solely responsible for all costs and expenses associated with (a) any zoning application or amendment submitted by Licensee, (b) making any improvements or performing any other obligations required as a condition of approval with respect to same and (c) any other related expenses.

**3.7 Utilities.** Licensee, at its sole cost and expense, will have separate utility meters installed at the Site to measure the utility consumption of its Equipment, and will contract with, and make direct payment to the public utility companies for the installation of the utility meters and for all utilities (natural gas and electric) consumed by its Equipment.

#### **4. TERM**

**4.1 Term of Agreement.** The term of this Agreement shall commence on the Term Commencement Date and continue for a period of Ten (10) year(s), ending on the day immediately prior to the tenth (10th) anniversary of the Term Commencement Date at 11:59:59 p.m. EST (the "Term").

**Prepared by:** K Broach  
**Prepared on:** February 12, 2019  
**Revised on:**

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**CROWN CASTLE STANDARD FORM TOWER SITE LICENSE AGREEMENT (11-29-2016 version)**



**Customer Site Name:** N/A  
**Customer Site No.:** N/A  
**Customer Type:** Government

**Crown Site Name:** Bethesda (River Rd)  
**JDE Business Unit:** 872593  
**License Identifier:** 692749  
**Type of Site:** Crown Site

**4.2 Automatic Term Renewal.** This Agreement will automatically be extended at the end of the Term for two (2) additional renewal terms of five (5) years each (individually, a “Renewal Term” and collectively the “Term”), unless (i) either party terminates the Agreement at the end of the then current Term by giving the other party written notice of its intent to terminate at least sixty (60) days prior to the end of the then current term, or (ii) the Agreement is terminated earlier in accordance with the provisions of this Agreement. Each successive Renewal Term shall be upon the same terms and conditions that were in effect at end of the immediately preceding Renewal Term, subject to any amendments and adjustments as set forth herein, including, but not limited to, Section 5.2, below.

**4.3 Term Subject to Prime Lease.** Notwithstanding the foregoing, if a Prime Lease applies to the Site, and the term of the Prime Lease expires or terminates sooner than the expiration or termination of this Agreement, and Licensor has not assigned (and is not obligated to assign) its rights hereunder to Landlord, then the Term of this Agreement shall continue and remain in effect only as long as Licensor retains its interest under the Prime Lease.

## **5. CONSIDERATION**

**5.1 Basic Payment.** Licensee shall pay to Licensor Forty-Eight Thousand and 00/100 (\$48,000.00) Dollars per year, subject to adjustment in accordance with Section 5.2 below (the “Basic Payment”), for its license and use of the Licensed Space. The Basic Payment shall be paid in advance and without demand, in equal installments of Four Thousand and 00/100 (\$4,000.00) Dollars per month continuing for the Term, subject to extensions as provided for herein. Payments shall be made by check payable to Pinnacle Towers LLC, P.O. Box 409250, Atlanta, GA 30384-9250. Licensee shall include the JDE Business Unit No. 872593 on or with each payment. Payments for any partial month shall be prorated.

**5.2 Adjustments to Basic Payment and Other Fees.** The Basic Payment and all other fees herein that are expressed as fixed dollar amounts (excluding any fees in this Section 5 other than the Basic Payment that are expressed as fixed dollar amounts) shall be increased (but never decreased) on the first anniversary of the Term Commencement Date and every anniversary of such date thereafter (the “Adjustment Date”) by three percent (3%). Licensor’s failure to demand any such increase shall not be construed as a waiver of any right thereto and Licensee shall be obligated to remit all increases notwithstanding any lack of notice or demand thereof. Such adjustment to the Basic Payment and other fees shall be calculated by the following formula:

$$\text{The Adjusted Fee} = \text{Base Fee} + (\text{Base Fee} \times 3\%)$$

**5.3 Modification Costs.** The parties understand and agree that the existing tower at the Site requires certain modifications (the “Structural Modifications”) for the purpose, in part, of supporting Licensee’s proposed installation of communications Equipment as set forth herein. On or before the Term Commencement Date, Licensee shall issue to Licensor a purchase order in the amount of One Hundred and Fifteen Thousand and 00/100 (\$115,000.00) Dollars (the “Capital Contribution”) to defray Licensor’s (or

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**Type of Site:** Crown Site

its affiliate's) costs incurred for the Structural Modifications,. The Licensee's contribution for tower modifications work shall not exceed \$115,000.00 and Licensors hereby agrees to waive any post-installation inspection fee related to the tower modifications work. Such Capital Contribution is payable in addition to, and does not in any way affect, any payments due under this Agreement. Licensee shall pay the Capital Contribution once Licensors confirms that that Structural Modifications are complete. Licensors shall complete the Structural Modifications within one hundred twenty (120) days of the Term Commencement Date.

**5.4 Regulatory Compliance Costs.** In the event that Licensors is required to incur Regulatory Compliance Costs at the Site during the Term which, in Licensors's sole judgment, will render continued operation of the Site unfeasible unless Licensee pays its Pro Rata Share of such Regulatory Compliance Costs, then (i) Licensors shall submit an invoice to Licensee for its Pro Rata Share of such Regulatory Compliance Costs, and (ii) in the event that Licensee does not pay to Licensors its Pro Rata Share of such Regulatory Compliance Costs within thirty (30) days after receipt of Licensors's invoice for same, then (a) notwithstanding such non-payment by Licensee, Licensee shall not be deemed to be in breach of this Section 5.3. and (b) Licensors shall have the right to terminate this Agreement by providing written notice of such termination to Licensee within thirty (30) days after the expiration of said thirty (30) day period; provided, however, if Licensors does not exercise such right to terminate in accordance herewith, this Agreement shall remain in full force and effect pursuant to the same terms, and subject to the same conditions, set forth herein.

**5.5 Taxes, Fees and Assessments.** Licensee shall pay directly to the applicable Government Entity, or to Licensors if Licensors is invoiced by such Government Entity, if and when due, all taxes, fees, assessments or other charges assessed by such Government Entity against the Equipment or Licensee's use of the Site or the Licensed Space. Licensee shall pay to Licensors or the appropriate taxing authority, if and when due, any sales, use, ad valorem or other similar taxes or assessments which are assessed or due by reason of this Agreement or Licensee's use of the Site or the Licensed Space. At Licensors's election, Licensee shall also pay to Licensors its Pro Rata Share of all taxes, fees, assessments or charges assessed by any Government Entity against the Site itself or against Licensors's improvements thereon. Licensors shall provide notice (together with supporting documentation) of any assessments to be paid by Licensee promptly upon receipt. Licensors shall invoice Licensee annually, indicating the amount of the assessment, Licensee's Pro Rata Share and the amount due. Said invoices shall be paid within thirty (30) days of Licensee's receipt.

**5.6 Security Deposit.** Licensee shall, within fifteen (15) days after the date of full execution of this Agreement, deposit with Licensors the sum of Eight Thousand Five Hundred and 00/100 Dollars (\$8,500.00) (the "Security Deposit") as security for the full and faithful performance by Licensee of all obligations of Licensee to remove its Equipment from the Site upon the expiration or termination of this Agreement in accordance with Section 23 below. The Security Deposit shall bear no interest. If legally permissible, Licensors shall be entitled to co-mingle the Security Deposit with Licensors's other funds. In the event that Licensee removes all of its Equipment and other personal property from the Site upon the

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expiration or termination of this Agreement in full accordance with the provisions of this Agreement, then the Security Deposit shall be refunded to Licensee.

## **6. INTERFERENCE**

**6.1 Interference to Licensee's Licensed Operations.** Licensor agrees that neither Licensor nor Licensor's other licensees or tenants at the Site, whose equipment at the Site is installed or modified subsequently to the installation or Modification of Licensee's Licensed Equipment ("Subsequent Use"), shall permit their equipment to interfere with Licensee's FCC-licensed transmissions or reception in excess of levels permitted by the FCC. In the event that any Subsequent Use causes RF interference to Licensee's FCC-licensed transmissions or reception in excess of levels permitted by the FCC, then (i) Licensee shall notify Licensor in writing of such RF interference, (ii) Licensor shall cause the party whose Subsequent Use is causing said RF interference to reduce power or cease operations in order to correct and eliminate such RF interference within seventy-two (72) hours after Licensor's receipt of such notice, and (iii) the entity responsible for the Subsequent Use shall be obligated to perform (or cause to be performed) whatever actions are commercially reasonable and necessary at no cost or expense to Licensee to eliminate such RF interference to Licensee's FCC-licensed transmissions or reception. Licensor further agrees that any new licenses or other agreements that Licensor executes with third parties for a Subsequent Use will contain provisions that similarly require such users to correct or eliminate RF interference with Licensee's operation of its Licensed Equipment following receipt of a notice of such RF interference.

**6.2 Interference by Licensee.** Notwithstanding any prior approval by Licensor of Licensee's Equipment, Licensee agrees that it will not allow its Equipment to cause RF interference to Licensor or other users of users of the Site (including Pre-Existing Uses) in excess of levels permitted by the FCC. If Licensee is notified in writing that its operations are causing such RF interference, Licensee will immediately take all reasonable and necessary steps to determine the cause of and eliminate such RF interference. If the RF interference continues for a period in excess of seventy-two (72) hours following such notification, Licensor shall have the right to require Licensee to reduce power or cease operations until such time as Licensee can make repairs to the interfering Equipment. In the event that Licensee fails to promptly take such action as agreed, then Licensor shall have the right to terminate operation of the Equipment causing such RF interference, at Licensee's cost, and without liability to Licensor for any inconvenience, disturbance, loss of business or other damage to Licensee as the result of such actions. Licensee shall be solely responsible for all costs, expenses, damages, claims and liability that result from RF interference caused by Licensee's Equipment.

**6.3 Interference to Licensee's Unlicensed Operations.** Licensee acknowledges that if Licensee's operation of any Unlicensed Equipment is subject to any RF or physical interference, then neither Licensor nor other users of the Site have any duty or obligation to remedy the interference to such Unlicensed Equipment. Licensee may, after taking all commercially reasonable actions to remedy the interference to the operation of its Unlicensed Equipment, submit a Site Engineering Application to request relocation of such Equipment to another location at the Site. Licensor shall approve the Site Engineering

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Crown Site Name: Bethesda (River Rd)  
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Application if sufficient space and capacity are available at the Site to accommodate such Unlicensed Equipment without interference (physical or electrical) to other users of the Site, as determined by Licensor in its sole judgment. All costs for said relocation shall be the sole responsibility of Licensee. If the Site Engineering Application for said relocation is approved by Licensor, all other terms of this Agreement shall continue to apply to such Unlicensed Equipment as relocated and this Agreement shall be amended to reflect such relocation.

## **7. RELOCATION OF EQUIPMENT BY LICENSOR**

7.1 **Relocation of Equipment at Licensor's Option.** Licensor shall have the right to change the location of the Equipment (including re-location of Equipment on the tower to an elevation used by other licensees, or re-location of Equipment to another tower located or to be constructed on the Site) upon sixty (60) days written notice to Licensee, provided that said change does not, when complete, materially alter the coverage or signal pattern of the Equipment existing prior to the change. Any such relocation shall be performed at Licensor's expense and with reasonably minimal disruption to Licensee's operations and shall be evidenced by an amendment to this Agreement.

7.2 INTENTIONALLY OMITTED

## **8. RF EXPOSURE**

Licensee agrees to reduce power or suspend operation of its Equipment if necessary and upon reasonable notice to prevent exposure of workers or the public to RF radiation in excess of the then-existing regulatory standards.

## **9. LIENS**

Licensee shall keep the Licensed Space, the Site and any interest it or Licensor has therein free from any liens arising from any work performed, materials furnished or obligations incurred by or at the request of Licensee, including any mortgages or other financing obligations, and shall discharge any such lien filed, in a manner satisfactory to Licensor, within thirty (30) days after Licensee receives written notice from any party that the lien has been filed.

## **10. INDEMNIFICATION**

Licensee agrees to indemnify Licensor and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence upon or at the Site, or the occupancy or use by Licensee of the Site or any part thereof occasioned wholly or in part, to such extent, by any negligent act or omission of Licensee, its agents, contractors, or employees, excepting claims or damages to the extent of the negligence, wrongful acts or omissions of Licensor, its agents or employees. Licensee's liability under this

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paragraph is subject to, and limited by and contingent upon the appropriation and availability of funds per Article 3, Section 311 of the Charter of Montgomery County, Maryland, as amended, as well as the notice requirements and the damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. § 5-301, et seq. (the "LGTC") and Md. Code Ann., Cts. & Jud. Proc. § 5-5A-02, (together the "County Indemnification Statutes"). all as amended from time to time. This indemnification is not intended to create any rights or causes of action in any third parties or to increase Licensee's liability over and above the caps provided in the County Indemnification Statutes, as applicable. Nothing herein shall be construed to abrogate, impair, or waive any defense to liability, damages limitation, or governmental immunity of Licensee, its members, officers, employees, or agents pursuant to Maryland law, or otherwise.

Licensor shall not be responsible to Licensee for any loss or damage to the Equipment or for damage to any person or any property in or upon the Site, except to the extent such loss or damage arises out of the misconduct or negligence of Licensor or any of the Licensor's agents, servants, or employees.

## **11. INSURANCE**

Licensee shall obtain and maintain during the term of this Agreement, and any extension thereof, (i) general liability insurance with bodily injury limits of \$400,000 per person, \$800,000 per occurrence, and property damage insurance with a limit of \$400,000, (ii) Automobile Liability coverage with limits of \$30,000 per person and \$60,000 per accident for bodily injury and \$15,000 for property damage, (iii) statutory Workers' Compensation coverage and (iv) commercial all risk of property loss fire with extended coverage insurance covering all of Licensee's equipment and improvements at the Site. Licensee shall have the right to self-insure. These are the maximum limits of liability for which the Montgomery County Self-Insurance Program is responsible, as determined by the Local Government Tort Claims Act, Section 5-301 et seq., Courts and Judicial Proceedings Article, Annotated Code of Maryland, as amended (the "LGTC"). If the LGTC is amended to increase any of these limits, then the increased limits shall automatically apply to this Agreement.

In addition to the foregoing, Licensee will require all independent contractors of Licensee to provide coverage as separately specified by Licensor. The insurance requirements in this Agreement shall not be construed to limit or otherwise affect the liability of the Licensee. Licensee shall provide certificates of insurance evidencing said coverage to Licensor upon execution of this Agreement and at least annually as the policies renew. Any failure on the part of Licensor to request the required certificates of insurance shall not in any way be construed as a waiver of any of the aforesaid insurance requirements. Licensee shall provide access for review of said policies at the County's site upon receipt of written request by Licensor should a coverage dispute arise between the applicable insurance carrier and Licensor. Licensee agrees to provide notice to Licensor within two (2) business days of receipt of any cancellation notice of any of the required insurance policies. Licensor shall maintain general liability and property insurance coverage for the site with terms and limits that cover its similarly situated operations in Maryland.

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License Identifier: 692749  
Type of Site: Crown Site

## **12. CASUALTY OR CONDEMNATION**

12.1 **Casualty.** In the event that the Site, or any part thereof, is damaged by fire or other casualty not caused by Licensee, then Licensors shall have (i) ninety (90) days from the date of damage, if the damage is less than total destruction of the Site, in which to make repairs, and (ii) one hundred and eighty (180) days from date of destruction, if the Site (including the tower structure) is destroyed, in which to replace the destroyed portion of the Site. If Licensors fails for any reason to make such repair or restoration within the stipulated period and the damage or destruction effectively precludes Licensee's use of the Site as authorized under this Agreement, then either party may, at its option, terminate this Agreement without further liability of the parties, as of the date of partial or complete destruction. If, for any reason whatsoever, Licensee's use of the Site is interrupted due to casualty, Licensee's sole remedy for such interruption of use shall be abatement of the Basic Payment for the period during which Licensee's use of the Site is interrupted. Except with regard to repair of the Site as stated in this Section 12.1. Licensors shall not be responsible for any damage caused by vandalism or acts of God. In no event shall Licensors be liable to Licensee for damage to the Equipment or interruption or termination of Licensee's operations caused by forces majeure or acts of God.

12.2 **Condemnation.** If any part of the Site is taken under the power of eminent domain. Licensors and Licensee shall be entitled to assert their respective claims in accordance with applicable state law.

## **13. DEFAULT, REMEDIES, WAIVER OF CONSEQUENTIAL DAMAGES**

Each of the following shall constitute an Event of Default hereunder: (i) Licensee's failure to pay any amount due hereunder within ten (10) days after receipt of written notice from Licensors that said payment is delinquent; (ii) Licensee's engagement of a contractor not approved by Crown Castle to perform Work on the Site in violation of the requirements of Section 2.5 above; (iii) Licensee's breach of this Agreement by installing Equipment or making a Modification other than as permitted hereunder as described in Section 2.7 above; (iv) Licensee's violation of the Site or tower access limitations in Section 3.2 above; (v) Licensee's failure to stop its Equipment from causing RF interference to Licensors or other pre-existing uses of users of the Site in violation of the requirements of Section 6.2 above; and (vi) either party's failure to cure any breach of any other covenant of such party herein within thirty (30) days after receipt of written notice from the non-breaching party of said breach, provided, however, such thirty (30) day cure period shall be extended upon the breaching party's request if deemed by the non-breaching party to be reasonably necessary to permit the breaching party to complete the cure, and further provided that the breaching party shall commence any cure within the thirty (30) day period and thereafter continuously and diligently pursue and complete such cure. In the Event of Default by one party under this Agreement, and after the expiration of the relevant cure period, if any, the other party may terminate this Agreement as set forth in Section 19.3 below, in addition to pursuing any other rights and remedies provided under the Laws of the state in which the Site is located. Licensee agrees that, if any payment to be made under this

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Type of Site: Crown Site

Agreement is not received by Licensor by the date it is due, Licensee will pay Licensor a late fee of Thirty-Five Dollars (\$35.00) for each month or partial month that elapses until said payment is received by Licensor. Said amount shall be adjusted as set forth in Section 5.2 above. Imposition of late fees is not a waiver of Licensor's right to declare this Agreement in default if the Basic Payment or any other payment is not made when due. Except as otherwise provided in Section 2.7 above, neither party shall be liable to the other for consequential, indirect, special, punitive or exemplary damages for any cause of action whether in contract, tort or otherwise, hereunder to the extent allowed by law.

#### **14. USE OF HAZARDOUS CHEMICALS**

Licensee must inform Licensor (in the Site Engineering Application attached hereto as part of **Exhibit B** or in a separate written notice) if it will house batteries or fuel tanks on the Site. The use of any other hazardous substances on the Site requires Licensor's prior written approval. Licensee agrees to provide to Licensor no later than each January 15th, an annual inventory of its hazardous substances on the Site. "Hazardous Substances" shall mean any substance, chemical, waste, product or the like which now or in the future is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted; (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products; (iii) PCBs; (iv) lead; (v) asbestos; (vi) flammable explosives; (vii) infectious materials; or (viii) radioactive materials identified as hazardous, toxic, dangerous or the like, or is regulated or otherwise subject to any Environmental Laws, including, but not limited to, asbestos, polychlorinated biphenyls, urea formaldehyde insulation, and any substance which requires reporting, registration, notification, removal, abatement or special treatment, storage, handling or disposal under any Environmental Laws. The term "Environmental Laws" shall mean The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, the Emergency Planning and Community Right to Know Act of 1986 (42 U.S.C. §§11001, et seq.) ("EPCRA"), the Occupational Safety and Health Act of 1970 (29 U.S.C. §§651 et. seq.) ("OSHA") and the Toxic Substances Control Act (15 U.S.C. §§2601 et. seq.) ("TSCA") Substances et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous all existing and future Federal, state and local laws, regulations, ordinances and the like relating to the environment, as amended from time to time.

#### **15. GOVERNING LAW, VENUE**

The laws of the state or commonwealth where the Site is located, regardless of conflict of law principles, shall govern this Agreement, and any dispute related to this Agreement shall be resolved by mediation, if agreed to by both parties, or litigation in said state or commonwealth. The period for bringing

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**Type of Site:** Crown Site

any dispute related to this Agreement to mediation shall be the same period that would apply under the applicable statute of limitations were such dispute to be brought to litigation.

#### **16. ASSIGNMENT, SUBLEASE, SHARING**

This Agreement may not be sold, assigned or transferred, in whole or in part, by Licensee without the prior written approval or consent of Licensor, which consent may be withheld at Licensor's sole discretion. Licensor's consent to any such assignment, and Licensee's and the assignee's representations to, and agreements with, Licensor pertaining to such assignment, shall be evidenced by a form to be provided by Licensor and executed by Licensor, Licensee and the assignee. Licensee shall not sublease or license its interest in this Agreement, in whole or in part, either directly or through affiliated entities, agencies or departments. Licensee shall not share the use of its Equipment with any third party. Notwithstanding the foregoing, Licensee may allow other government entities, agencies and departments to benefit from the operation of the Equipment, provided that any access to the Site by such other government entities, agencies or departments is expressly prohibited and shall be deemed to be a violation of the access limitations set forth in Section 3.2 above.

#### **17. NOTICES**

Except for notices of access which are to be provided as set forth in Section 3.3 above, all notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible. The notices shall be sent to the parties at the following addresses:

As to Licensee:

Department of Technology Services  
Radio Communication Services (Radio Shop)  
Attn: Gerry Adcock, Radio System Manger  
16647 Crabbs Branch Way  
Derwood, MD 20855  
240-773-8000

With a copy to:

Montgomery County, Maryland  
Office of County Attorney  
101 Monroe Street, 3rd Floor  
Rockville, MD 20850

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With a copy to: Montgomery County, Maryland  
Department of General Services  
Attn: Director, Office of Real Estate  
101 Monroe Street, 9th Floor  
Rockville, MD 20850

As to Licensors: Pinnacle Towers LLC  
2000 Corporate Drive  
Canonsburg, PA 15317  
Attention: Legal Department  
Telephone Number: (724) 416-2000

Licensors or Licensees may from time to time designate any other address for this purpose by giving written notice to the other party.

#### **18. PRIME LEASE OR DEED**

Licensors and Licensees acknowledge that Licensee's use of the Site is subject and subordinate to the Prime Lease or Deed. A redacted copy of the Prime Lease or Deed is attached as **Exhibit D** hereto. Licensee agrees to be bound by and to perform all of the duties and responsibilities required of the lessee, sublessee, licensee or grantee as set forth in the Prime Lease or Deed to the extent they are applicable to Licensee's access to and use of the Site.

#### **19. TERMINATION**

**19.1 Withdrawal or Termination of Site Zoning Approval or Permit.** In the event that any Site zoning approval or any of Licensors' permits to operate the Site as a communications facility is withdrawn or terminated, this Agreement shall terminate effective as of the termination of such Site zoning approval or permit.

**19.2 Termination of Prime Lease.** If a Prime Lease applies to the Site and the Prime Lease terminates for any reason, this Agreement shall terminate effective as of the termination of the Prime Lease.

**19.3 Termination in the Event of Default.** In the Event of Default by either party (the "defaulting party"), the other party (the "non-defaulting party") may terminate this Agreement by providing written notice of such termination to the defaulting party. Such written notice shall describe (i) the Event of Default, and (ii) in the case of a breach that could have been cured in accordance with Section 13, the defaulting party's failure to cure such breach within the stipulated cure period. The non-defaulting party's

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Type of Site: Crown Site

right to terminate this Agreement pursuant to this Section 19.3 is in addition to any other rights and remedies provided to the non-defaulting party by law or under this Agreement.

**19.4 Termination for Technical Reasons.** Notwithstanding anything to the contrary herein, in the event Licensee determines that the Licensed Space is no longer technically compatible for its use, Licensee shall have the right to terminate this Agreement, the Licensee shall have the right to terminate this Agreement upon providing at least three hundred sixty-five (365) days prior written notice to Licensor. Licensee shall, prior to the effective date of any such termination (the "Termination Date"), pay to Licensor:

(i) all Basic Payments and other benefits due and owing to Licensor by Licensee up to and including the Termination Date; and

(ii) a fee as settlement for the remaining term of this Agreement equal to the amount of any Basic Payments that Licensor would have been entitled to receive under this Agreement for the twelve (12) months immediately following the Termination Date, if this Agreement had not been terminated.

Notwithstanding the foregoing, in the event that said payments are not received by Licensor on or prior to the Termination Date, then this Agreement shall not terminate pursuant to this Section 19.4, and this Agreement shall continue in full force and effect in accordance with the terms, and subject to the conditions, set forth herein. Furthermore, in order for any termination of this Agreement pursuant to this Section 19.4 to be effective, Licensee shall also provide to Licensor reasonably sufficient documentation evidencing and supporting the reason for Licensee's termination.

**19.5 Termination of Licensee's Funding.** Licensee and Licensor acknowledge that Licensee's fulfillment of its payment obligations under this Agreement is subject to, limited by, and contingent upon the appropriation and availability of funds. Licensor and Licensee agree that if the appropriation or availability of funds needed for Licensee's payment of Basic Payments (or any other fees or charges, if applicable) payable under this Agreement ceases (such event, a "Funding Termination"), then this Agreement and Licensee's Basic Payment obligations that would have otherwise accrued after the subject Fiscal Year End Date (as defined below) shall automatically terminate effective as of the last day of Licensee's fiscal year (i.e., June 30<sup>th</sup>, the "Fiscal Year End Date") for which funding is appropriated. Licensee shall give Licensor written notice of such Funding Termination and the termination of this Agreement at least thirty (30) days prior to such Fiscal Year End Date (such notice, the "Termination Notice"). Within ninety (90) days from the date of its Termination Notice, Licensee shall power-off and remove all of its Equipment from the Site (the last day of such ninety (90) day period, the "Section 19.5 Equipment Removal Deadline"). If this Agreement is terminated pursuant to and in accordance with the provisions of this Section 19.5, then Licensor shall be deemed to have waived, and shall not be entitled to collect from Licensee, any Basic Payments (or other fees or charges) that would have been otherwise payable to Licensor under this Agreement for the period following such Fiscal Year End Date. Otherwise, nothing in this Section 19.5 (including, without limitation, Licensor's acknowledgment in the first sentence hereof), shall be construed as a waiver of any rights or remedies available to Licensor under the terms of

Prepared by: K Broach  
Prepared on: February 12, 2019  
Revised on:

App Rev #: 11  
LRF Rev #: 3

CROWN CASTLE STANDARD FORM TOWER SITE LICENSE AGREEMENT (11-29-2016 version)



Customer Site Name: N/A  
Customer Site No.: N/A  
Customer Type: Government

Crown Site Name: Bethesda (River Rd)  
JDE Business Unit: 872593  
License Identifier: 692749  
Type of Site: Crown Site

this Agreement in the event that Licensee does not fulfill any of its payment obligations under this Agreement.

## **20. NO WAIVER**

No provision of this Agreement will be deemed to have been waived by either party unless the waiver is in writing and signed by the party against whom enforcement is attempted.

## **21. NON-DISCLOSURE**

The parties agree that, except to the extent otherwise required by law, without the express written consent of the other party, neither party shall reveal, disclose or publish to any third party the terms of this Agreement or any portion thereof, except to such party's auditor, accountant, lender or attorney or to a Government Entity if required by regulation, subpoena or government order to do so. Notwithstanding the foregoing, either party may disclose the terms of this Agreement to any of its affiliated entities, and Licensor may disclose the terms of this Agreement (or relevant portions thereof) to (i) Landlord, if a Prime Lease applies to the Site, (ii) any of its lenders or creditors, or (iii) third parties that are existing or potential lessees or licensees of space at the Site, to the extent such disclosure to such potential lessees or licensees is reasonably necessary for the operation, leasing, licensing and marketing of the Site. The terms that may be disclosed to such potential lessees or licensees may include terms relating to Licensee's permitted frequencies for the purposes of RF compliance tests, and terms relating to Licensee's Equipment (if any) installed, or to be installed, on the tower for the purposes of Structural Analysis.

## **22. SUBORDINATION, NON-DISTURBANCE, ATTORNMENT**

**22.1 Subordination.** Subject to Section 22.2, this Agreement and Licensee's rights hereunder are and will be subject and subordinate in all respects to: (i) a Security Instrument from Licensor in favor of Lender insofar as the Security Instrument affects the property of which the Site forms a part; (ii) any and all advances to be made thereunder; and (iii) any and all renewals, extensions, modifications, consolidations and replacements thereof. Said subordination is made with the same force and effect as if the Security Instrument had been executed prior to the execution of this Agreement.

**22.2 Non-Disturbance.** The subordination described in Section 22.1 is conditioned upon the agreement by Lender that, so long as this Agreement is in full force and effect and Licensee is not in material default (beyond applicable notice and cure periods) hereunder, Lender, for itself and on behalf of its successors in interest, and for any Acquiring Party, agrees that the right of possession of the Site and all other rights of Licensee pursuant to the terms of this Agreement shall remain in full force and effect and shall not be affected or disturbed by Lender in the exercise of its rights under the Security Instrument.

**22.3 Liability of Parties.** Licensee and Licensor agree (i) that any Conveyance shall be made subject to this Agreement and the rights of Licensee hereunder and (ii) that the parties shall be bound to

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Prepared on: February 12, 2019  
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CROWN CASTLE STANDARD FORM TOWER SITE LICENSE AGREEMENT (11-29-2016 version)



**Customer Site Name:** N/A  
**Customer Site No.:** N/A  
**Customer Type:** Government

**Crown Site Name:** Bethesda (River Rd)  
**JDE Business Unit:** 872593  
**License Identifier:** 692749  
**Type of Site:** Crown Site

one another and have the same remedies against one another for any breach of this Agreement as Licensee and Licensor had before such Conveyance; provided, however, that Lender or any Acquiring Party shall not be liable for any act or omission of Licensor or any other predecessor-in-interest to Lender or any Acquiring Party. Licensee agrees that Lender may join Licensee as a party in any action or proceeding to foreclose, provided that such joinder is necessary to foreclose on the Security Instrument and not for the purpose of terminating this Agreement.

**22.4 Attornment.** Licensee agrees that, upon receipt by Licensee of notice to attorn from Lender or any Acquiring Party, (i) Licensee shall not seek to terminate this Agreement and shall remain bound under this Agreement, provided that Licensee does not waive any rights that it may have hereunder to terminate this Agreement, in accordance with its terms, and (ii) Licensee shall attorn to, accept and recognize Lender or any Acquiring Party as the licensor hereunder pursuant to the provisions expressly set forth herein for the then remaining balance of the Term of this Agreement and any extensions or expansions thereof as made pursuant hereto. Licensee agrees to execute and deliver, at any time and from time to time, upon the request of Lender or any Acquiring Party any reasonable instrument which may be necessary or appropriate to evidence such attornment.

### **23. SURRENDER OF LICENSED SPACE, REMOVAL OF EQUIPMENT**

Licensee shall remove all of its Equipment and other personal property from the Site prior to, and shall surrender the Licensed Space upon, the termination or expiration of this Agreement, or in the event of termination of this Agreement pursuant to and in accordance with Section 19.5 above, Licensee shall power-off and remove all of its Equipment and other personal property from the Site, and shall surrender the Licensed Space, on or prior to the Section 19.5 Equipment Removal Deadline. The removal of Licensee's Equipment and other personal property shall be performed in such a manner as not to interfere with the continuing use of the Site by Licensor and others. Licensee shall, at Licensee's sole expense, promptly repair any damage caused by such removal, reasonable wear and tear excepted, to the Site, to the Licensed Space or to the equipment of any third party on the Site.

The parties acknowledge and agree that a violation of the foregoing equipment removal provisions will cause severe and irreparable injury to Licensor, which will not be adequately compensated by monetary damages. Accordingly, in the event of a breach of the foregoing equipment removal provisions:

(i) subject to applicable law, Licensor shall have the right, in its sole discretion, to power-off (without penalty or liability) and take ownership of all Equipment remaining on the Site, in which event, as of the date on which Licensor powers-off and take ownership of such Equipment (the "Transfer Date"),

**Prepared by:** K Broach  
**Prepared on:** February 12, 2019  
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**CROWN CASTLE STANDARD FORM TOWER SITE LICENSE AGREEMENT (11-29-2016 version)**



**Customer Site Name:** N/A  
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**Customer Type:** Government

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**JDE Business Unit:** 872593  
**License Identifier:** 692749  
**Type of Site:** Crown Site

(a) all of all of Licensee's right, title and interest in and to any Equipment remaining on the Site, excluding any other personal property of Licensee, shall automatically transfer to Licensors, without the need for the parties' execution of a bill of sale or other instrument to effectuate such transfer, provided that Licensors shall notify Licensee in writing of such transfer of ownership within thirty (30) days after the Transfer Date, and

(b) as its sole remedy for Licensee's breach of the foregoing equipment removal provisions, Licensors shall be entitled to retain, and Licensee shall not be entitled to any refund of any portion of, the Security Deposit, which Licensors may apply or otherwise use in any way that Licensors desires in its sole discretion, including, without limitation, toward the removal and disposal of the Equipment, and

(c) with respect to any such transferred Equipment, Licensee represents and warrants only that, the Equipment is, and will be transferred to Licensors in accordance herewith, free and clear of all security interests, liens, and other encumbrances of any type or description, and Licensee has the authority to transfer and assign the right, title and interest conveyed to Licensors, and

(d) in the event that any representation or warranty made by Licensee in Section 23(i)(c) above proves to be false, as allowed by law, Licensors shall be entitled to pursue any rights and remedies available to it under this Agreement and under the Laws of the state in which the Site is located; or

(ii) if Licensors elects not to, or if applicable law does not allow Licensors to, power-off or take ownership of the Equipment as described in Section 23(i) above, then, in addition to any other legal and equitable rights and remedies available to it:

(a) Licensors shall be entitled to immediate appropriate injunctive relief or a decree of specific performance as allowed by law, and

(b) Licensors may use, apply or retain all or any portion of the Security Deposit for the payment of (1) any fees, costs or amounts associated with obtaining such injunctive relief or decree of specific performance, or (2) any sum which Licensors may expend or be required to expend as a result of Licensee's default. The use, application or retention of the Security Deposit (or any portion thereof) pursuant to this Section 23(ii) shall not prevent Licensors from exercising any other right or remedy provided for under this Agreement or at law and shall be credited toward, but not limit, any recovery to which Licensors may otherwise be entitled. In the event that Licensors uses, applies or retains any portion of the Security Deposit pursuant to this Section 23(ii)(b), any portion of the Security Deposit that is not used, applied or retained in accordance herewith shall be refunded to Licensee.

**Prepared by:** K Broach  
**Prepared on:** February 12, 2019  
**Revised on:**

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**CROWN CASTLE STANDARD FORM TOWER SITE LICENSE AGREEMENT (11-29-2016 version)**



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**JDE Business Unit:** 872593  
**License Identifier:** 692749  
**Type of Site:** Crown Site

#### **24. PRIOR AGREEMENT SUPERSEDED**

The parties hereby agree that this Agreement shall be deemed to have revoked and superseded any Prior Agreement as of the Term Commencement Date, and the terms of this Agreement (together with applicable Laws) shall govern with respect to all matters hereunder occurring on or after said date.

#### **25. COMPLIANCE WITH LAWS**

Licensor shall, at Licensor's expense, ensure that the tower structure (if any) operated by Licensor on the Site complies with all applicable Laws, including all rules and regulations promulgated by the FCC and FAA with regard to lighting, marking and painting, except where noncompliance is due to Licensee's, Landlord's, Grantor's or other Site users' negligence or willful misconduct. All installations and operations by Licensee in connection with this Agreement shall meet and comply with all applicable Laws, including all applicable local codes and regulations, and all applicable rules and regulations promulgated by the FCC and the FAA. Licensee shall promptly notify Licensor when Licensee becomes aware of a violation of any such Laws at the Site.

#### **26. COUNTERPARTS AND ELECTRONIC SIGNATURE**

This Agreement may be executed by original, facsimile, or electronic signatures (complying with the U.S. Federal E-SIGN Act of 2000, 15 U.S.C. 96) and in any number of counterparts which shall be considered one instrument. Counterparts, signed facsimile and electronic copies of this Agreement shall legally bind the parties to the same extent as original documents.

[Signature page follows]

**Prepared by:** K Broach  
**Prepared on:** February 12, 2019  
**Revised on:**

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**CROWN CASTLE STANDARD FORM TOWER SITE LICENSE AGREEMENT (11-29-2016 version)**



Customer Site Name: N/A  
Customer Site No.: N/A  
Customer Type: Government

Crown Site Name: Bethesda (River Rd)  
JDE Business Unit: 872593  
License Identifier: 692749  
Type of Site: Crown Site

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be properly executed on the Effective Date. Licensee is executing this Agreement in its capacity as Licensee hereunder, and not in its capacity as a regulatory governmental body.

WITNESS:

LICENSOR:

PINNACLE TOWERS LLC,  
a Delaware limited liability company

By: Michael McCann

By: [Signature]  
Name: Kelly Stoner  
Title: Manager, Contract Development  
Date: 2/15/19

WITNESS:

LICENSEE:

MONTGOMERY COUNTY, MARYLAND

By: Julie L. White

By: Fariba Kassiri  
Fariba Kassiri, Assistant Chief Administrative  
Officer

Date: 4/2/19

APPROVED AS TO FORM AND  
LEGALITY OFFICE OF THE  
COUNTY ATTORNEY

By: [Signature]  
Neal Anker  
Associate County Attorney

Date: 3/18/19

RECOMMENDED:

By: [Signature]  
Cynthia Brennen  
Director, Office of Real Estate  
David Dase  
GENERAL SERVICES

Date: 4/2/2019

Prepared by: K Broach  
Prepared on: February 12, 2019  
Revised on:  
CROWN CASTLE STANDARD FORM TOWER SITE LICENSE AGREEMENT (11-29-2016 version)

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**Customer Site Name:** N/A  
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**Customer Type:** Government

**Crown Site Name:** Bethesda (River Rd)  
**JDE Business Unit:** 872593  
**License Identifier:** 692749  
**Type of Site:** Crown Site

## **EXHIBIT A to Tower Site License Agreement**

### **SITE AND ACCESS AREA LEGAL DESCRIPTIONS**

See Attached

**Prepared by:** K Broach  
**Prepared on:** February 12, 2019  
**Revised on:**

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**CROWN CASTLE STANDARD FORM TOWER SITE LICENSE AGREEMENT (11-29-2016 version)**

BEING KNOWN AND DESIGNATED AS PARCEL "W" AS SET FORTH UPON A PLAT OF SUBDIVISION ENTITLED "PARCEL 'W' FRIENDSHIP" RECORDED AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND IN PLAT BOOK 170, AT PLAT NO 19091

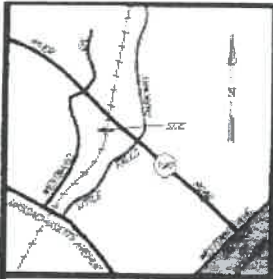
ALSO DESCRIBED AS

BEGINNING FOR THE SAME AT AN IRON PIN NOW SET AT THE BEGINNING OF THE FIRST OR NORTH 26 DEGREES 55 MINUTES 00 SECONDS EAST 53 53 FEET LINE OF THAT PARCEL OF LAND CONVEYED TO EDWARD MERNONE, INC BY A DEED DATED SEPTEMBER 23, 1988 AND RECORDED AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND, THENCE BINDING ALONG THE OUTLINE OF SAID CONVEYANCE THE SEVEN FOLLOWING COURSES AND DISTANCES

- 1 NORTH 26 DEGREES 55 MINUTES 00 SECONDS EAST 53 53 FEET TO AN IRON PIN NOW SET,
- 2 BY A CURVE TO THE LEFT WITH A RADIUS OF 123 93 AN ARC DISTANCE OF 16 79 FEET, SAID ARC SUBTENDED BY A CHORD BEARING SOUTH 84 DEGREES 41 MINUTES 50 SECONDS EAST 16 78 FEET TO AN IRON PIN NOW SET,
- 3 NORTH 75 DEGREES 04 MINUTES 00 SECONDS EAST 132 90 FEET TO A PIPE NOW FOUND,
- 4 SOUTH 14 DEGREES 56 MINUTES 00 SECONDS EAST 79 93 FEET TO A PIPE NOW FOUND,
- 5 SOUTH 81 DEGREES 36 MINUTES 00 SECONDS WEST 7 94 FEET TO AN IRON PIN NOW SET,
- 6 SOUTH 55 DEGREES 09 MINUTES 11 SECONDS WEST 32 70 FEET TO A PIPE NOW FOUND,
- 7 SOUTH 11 DEGREES 03 MINUTES 00 SECONDS WEST 1 42 FEET TO A PIPE NOW FOUND AT A POINT DISTANT 23 93 FEET FROM THE END OF THE SIXTH OR SOUTH 78 DEGREES 57 MINUTES 00 SECONDS EAST 44 00 FEET LINE OF THAT PARCEL OF LAND CONVEYED TO EDWARD MERNONE BY A DEED DATED NOVEMBER 30, 1983 AND RECORDED AMONG AFORESAID LAND RECORDS IN LIBER 6306, FOLIO 891, THENCE BINDING ALONG THE OUTLINE OF SAID CONVEYANCE THE TWO FOLLOWING COURSES AND DISTANCES,
- 8 SOUTH 78 DEGREES 57 MINUTES 00 SECONDS EAST 23 93 FEET TO A PIPE NOW FOUND,
- 9 SOUTH 11 DEGREES 03 MINUTES 00 SECONDS WEST 12 00 FEET TO A DRILL HOLE NOW FOUND IN CONCRETE, THENCE CONTINUING ALONG THE OUTLINE OF THE SECONDLY HEREIN MENTIONED CONVEYANCE AND BINDING ALONG THE LAST OR NORTH 78 DEGREES 57 MINUTES 00 SECONDS WEST 47 50 FEET LINE OF THE FIRSTLY HEREIN MENTIONED CONVEYANCE,
- 10 NORTH 78 DEGREES 57 MINUTES 00 SECONDS WEST 179 50 FEET TO THE POINT OF BEGINNING, CONTAINING 13,148 67 SQUARE FEET OR 0 3019 ACRES OF LAND MORE OR LESS

BEING THE SAME AND ALL THAT PARCEL OF LAND CONVEYED BY TVX OF WASHINGTON, INC TO EDWARD MERNONE, INC BY A DEED DATED SEPTEMBER 23, 1988 AND RECORDED AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND IN LIBER 8494, FOLIO 161

BEING ALSO THE SAME AND ALL THAT PARCEL OF LAND CONVEYED BY WILLIAM M CARRIGAN AND RAMONA N CARRIGAN TO EDWARD MERNONE BY A DEED DATED NOVEMBER 30, 1983 AND RECORDED AMONG SAID LAND RECORDS IN LIBER 6306, FOLIO 891. ALSO SAME AS EXHIBIT "B" OF 14509-681



# **PLAT NO. 14001**

THESE PLANS WERE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND I AM A DULY LICENSED SURVEYOR IN THE STATE OF MARYLAND. I HAVE BEEN AWARE OF THE CONTENTS OF THESE PLANS SINCE THEY WERE PREPARED AND I HAVE BEEN AWARE OF THE CONTENTS OF THESE PLANS SINCE THEY WERE PREPARED AND I HAVE BEEN AWARE OF THE CONTENTS OF THESE PLANS SINCE THEY WERE PREPARED.

DATE: 6/17/93  
 BY: [Signature]  
 TITLE: SURVEYOR

**CERTIFICATE**  
 WE, JAMES M. MADDIX, INC. AND CLARENCE M. MADDIX, JUNIOR, OF THE FIRM OF JAMES M. MADDIX, INC. AND CLARENCE M. MADDIX, JUNIOR, HAVE REVIEWED THE PLANS OF SURVEY AND ESTABLISHED THE AMOUNT OF SURVEYED LAND. THERE ARE NO EVIDENT ERRORS OF LAW, FACT, OR SURVEYING AFFECTING THE PROPERTY SHOWN HEREON.

DATE: 6/17/93  
 BY: [Signature]  
 TITLE: SURVEYOR

## **VICINITY MAP**

1" = 1,000 FEET

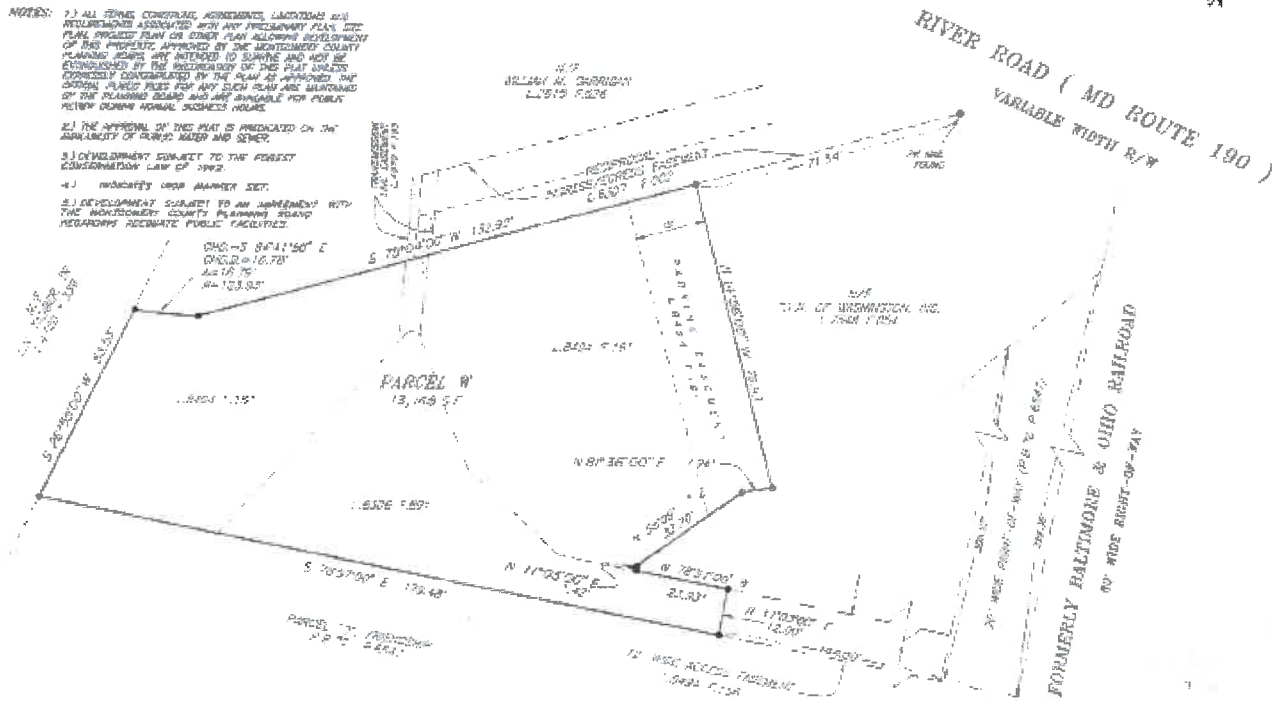
NOTES: 1) ALL TERMS, CONDITIONS, AGREEMENTS, LIMITATIONS AND REQUIREMENTS ASSOCIATED WITH ANY PRELIMINARY PLANS, ETC. PLANS, PRELIMINARY PLANS OR OTHER PLANS ALLOWING DEVELOPMENT OF THIS PROPERTY APPROVED BY THE MONTGOMERY COUNTY PLANNING BOARD, ARE INTENDED TO SURVIVE AND NOT BE SUPERSEDED BY THE INTERPRETATION OF THIS PLAT UNLESS OTHERWISE SPECIFICALLY PROVIDED FOR BY SUCH PLANS AND UNLESS THE PLANNING BOARD AND THE SURVEYOR AGREE TO SUCH A REVISION DURING NORMAL BUSINESS HOURS.

2) THE APPROVAL OF THIS PLAT IS PREDICATED ON THE ACCURACY OF PUBLIC WATER AND SEWER.

3) DEVELOPMENT SUBJECT TO THE FOREST CONSERVATION LAW OF 1992.

4) INDICATES OPEN WATERSHED SET.

5) DEVELOPMENT SUBJECT TO AN AGREEMENT WITH THE MONTGOMERY COUNTY PLANNING BOARD REGARDING APPROPRIATE PUBLIC FACILITIES.



DATE: 6/17/93  
 BY: [Signature]  
 TITLE: SURVEYOR

MARYLAND NATIONAL CAPITAL PARK AND PLANNING COMMISSION  
 MONTGOMERY COUNTY PLANNING BOARD  
 APPROVED: [Signature]  
 DATE: 6/25/93  
 CHAIRMAN: [Signature]  
 SECRETARY: [Signature]  
 CLERK: [Signature]

MONTGOMERY COUNTY DEPARTMENT OF TRANSPORTATION  
 APPROVED: [Signature]  
 DATE: 6/25/93  
 CHIEF ENGINEER: [Signature]

DEPARTMENT OF ENVIRONMENTAL PROTECTION  
 MONTGOMERY COUNTY, MARYLAND  
 APPROVED: [Signature]  
 DATE: 6/25/93  
 CHIEF: [Signature]

**MADDIX**  
 ENGINEERS & SURVEYORS  
 1111 PARK AVENUE  
 BOSTON, MASSACHUSETTS 02114  
 (617) 267-1101

MBASSU 1349-6696

370.32



**Customer Site Name:** N/A  
**Customer Site No.:** N/A  
**Customer Type:** Government

**Crown Site Name:** Bethesda (River Rd)  
**JDE Business Unit:** 872593  
**License Identifier:** 692749  
**Type of Site:** Crown Site

## **EXHIBIT B to Tower Site License Agreement**

### **APPROVED EQUIPMENT**

See Attached

**Prepared by:** K. Broach  
**Prepared on:** February 12, 2019  
**Revised on:**

**App Rev #:** 11  
**LRF Rev #:** 3

**CROWN CASTLE STANDARD FORM TOWER SITE LICENSE AGREEMENT (11-29-2016 version)**



## Order Information

Customer Approved Feb 12 2019

360191 Brandon Jetton Feb 27 2017 398023 11

Orders are subject to applicable Crown Castle engineering, regulatory, zoning/planning, and priority property-owner approval. Approval conditions may result in alternative requirements for type and/or placement of equipment. Approval conditions may also lead to additional or revised engineering analysis at Crown Castle discretion and upon consent of the customer.

## Site Information

872593 A 744.5 Bethesda (River Rd)  
DMV Montgomery  
38° 57' 49.95" -77° 6' 17.16" SELF SUPPORT 5202 River Road  
BETHESDA, MD 20816

## Order Parameters

Montgomery County MD License Agreement Yes Tower Equipment and Ground Space

The equipment will be used for E911 Communications.... Two (2) antennas will be mounted at the 350' level with a BOG6 XLD Bognar mount and the 7/8" AVA feedlines will follow the existing cable ladder and cable bridge to the shelter. There will be one TTA for each antenna.... Three (3) antennas for transmit will be mounted at the 234' level with a PSA6 Standoff mount and the 1-1/4" AVA feedlines will follow the existing cable ladder and cable bridge to the shelter..... There will three (3) microwave antennas mounted to the tower at 294', 425' & 660' levels with elliptical lines and with R5 Universal Pipe mount and the waveguide will follow the existing cable ladder and cable bridge to the shelter.... Two (2) GPS antennas at 266' & 280' levels will be mounted to the cable bridge with standard pipe clamp. The shelter will be the existing vacated Nextel shelter. The shelter will be updated to comply to Motorola's R56 standards. A platform will be constructed over the shelter to house the generator..... FINAL CONFIGS: (10) Antennas & (11) Lines

## Customer

Montgomery County MD 1470010 101 MONROE STREET, 9TH  
Government FLOOR  
OFFICE OF REAL ESTATE  
DEPARTMENT OF GENERAL  
SERVICES  
ROCKVILLE, MD 20850

Montgomery County MD 1470010  
Government

-- -- -- --  
-- -- -- --

Pyramid Network Services

## Contacts

JUDY MILLER

judy.miller@montgomerycountymd.gov 2407737214

16647 Crabbs Branch Way  
GERMANTOWN, Maryland 20855

## RF Contacts

Paul Ketner

paul.ketner@motorolasolutions.com 4847679559

## Configuration Review

### Antennas

225	234	3	0	3	0 SINCLAIR / SE4192-SWBP4LDF(DXX-E6461)	216.00	2.90	8.50	56.00
270	280	1	0	1	0 COMMSCOPE / DB224-A	255.00	2.00	10.00	35.00
270	260	1	0	1	0 COMMSCOPE / DB224-A	255.00	2.00	10.00	35.00
292	294	1	0	1	0 COMMSCOPE / PAR6-59/B	76.30	76.30	17.90	154.00
340	350	2	0	2	0 SINCLAIR / SC412-HF2LDF	251.50	5.00	5.00	79.00
422	425	1	0	1	0 ANDREW / HP6-59	76.50	76.50	60.80	359.00
656	660	1	0	1	0 COMMSCOPE / PAR8-59W-PXA	106.50	106.50	34.50	276.00

### Tower Mounted Equipment

There are currently no TMEs for this order.

### Feedlines

225	234	3	0	3	0 COMMSCOPE / AVA6-50	1-1/4	1.56
270	260	1	0	1	0 COMMSCOPE / AVA7-50	1-5/8	2.01
270	280	1	0	1	0 COMMSCOPE / AVA7-50	1-5/8	2.01
292	294	1	0	1	0 COMMSCOPE / EWP63-65	ELLIPTICAL	2.25
340	350	1	0	1	0 ANDREW / LDF4-50A	1/2	0.62
340	350	2	0	2	0 COMMSCOPE / AVA5-50	7/8	1.10
422	425	1	0	1	0 COMMSCOPE / EWP63-65	ELLIPTICAL	2.25
656	660	1	0	1	0 COMMSCOPE / EWP63-65	ELLIPTICAL	2.25

## Frequencies

Other - With RF

243.20 ESMR-800

851.000 - 854.000MHZ

MW Link

65.41

6125.000 - 6125.000MHZ

All Receive frequencies are approved.

## Cabinets

0

## Lease Areas

Lease Area 9'0"x3'0" (27.00sq. ft.) - Proposed

### Generators

Diesel	Cummings/Onan / Unknown	80	250 Customer Generator	Lease Area	Proposed
--------	-------------------------	----	------------------------	------------	----------

Lease Area 12'0"x26'0" (312.00sq. ft.) - Proposed

#### Foundation Types

FE

Building

12'0" 26'0" 9'0" 312.00 Proposed

#### Power

FE

No

FE

No

#### Equipment

##### Antennas

FE

FE

SINCLAIR / SE4192-SWBP4LDF(DXX-E6461)	234	40 SIDE ARM MOUNT	Upright	Proposed
SINCLAIR / SE4192-SWBP4LDF(DXX-E6461)	234	40 SIDE ARM MOUNT	Upright	Proposed
SINCLAIR / SE4192-SWBP4LDF(DXX-E6461)	234	40 SIDE ARM MOUNT	Upright	Proposed
COMMSCOPE / DB224-A	260	0 SIDE ARM MOUNT	Inverted	Proposed
COMMSCOPE / DB224-A	280	0 SIDE ARM MOUNT	Upright	Proposed
COMMSCOPE / PAR6-59/B	294	297 PIPE MOUNT	Mid-Mount	Proposed
SINCLAIR / SC412-HF2LDF	350	0 SIDE ARM MOUNT	Upright	Proposed
SINCLAIR / SC412-HF2LDF	350	0 SIDE ARM MOUNT	Upright	Proposed
ANDREW / HP6-59	425	79 PIPE MOUNT	Mid-Mount	Proposed
COMMSCOPE / PAR8-59W-PXA	660	0 PIPE MOUNT	Mid-Mount	Proposed

##### Tower Mounted Equipment

There are currently no TMEs for this order.

##### Feedlines

FE

FE

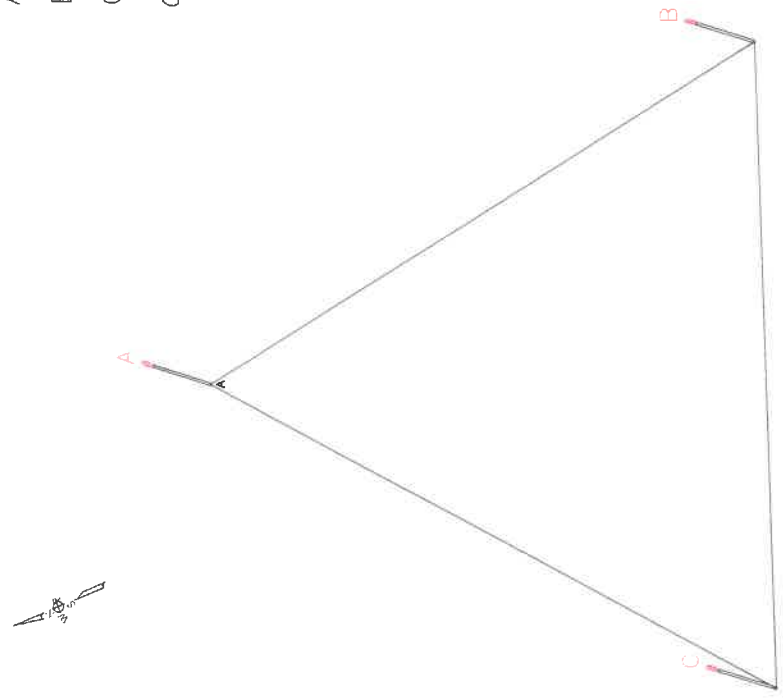
COAX	COMMSCOPE / AVA6-50	1-1/4	234	284	No	Proposed
COAX	COMMSCOPE / AVA6-50	1-1/4	234	284	No	Proposed
COAX	COMMSCOPE / AVA6-50	1-1/4	234	284	No	Proposed
COAX	COMMSCOPE / AVA7-50	1-5/8	260	310	No	Proposed
COAX	COMMSCOPE / AVA7-50	1-5/8	280	330	No	Proposed
ELLIPTICAL	COMMSCOPE / EWP63-65	ELLIPTICAL	294	344	No	Proposed
COAX	COMMSCOPE / AVA5-50	7/8	350	400	No	Proposed
COAX	ANDREW / LDF4-50A	1/2	350	400	No	Proposed
COAX	COMMSCOPE / AVA5-50	7/8	350	400	No	Proposed
ELLIPTICAL	COMMSCOPE / EWP63-65	ELLIPTICAL	425	475	No	Proposed
ELLIPTICAL	COMMSCOPE / EWP63-65	ELLIPTICAL	660	710	No	Proposed

NOTICE: Structural Analysis shall be performed in accordance with the current revision of the TIA/EIA 222 standard and applicable local building permit codes and standards. EME analysis shall be consistent with current revision of FCC/OSHA standard OETB 65. AM detuning, when required, will be performed to 47 CFR22.371. The customer is responsible for all analysis expenses. All construction drawings are subject to Crown Castle engineering approval prior to commencement of tower attachments and compound installations. Installation of equipment not conforming to approved drawings may violate the terms of the occupancy agreement and will be corrected at the

customer's expense. Crown Castle requires drawings for pre-construction approval and as built drawings for physical configuration validation to be submitted as unlocked AutoCAD files (Version 2000i preferred). Because manufacturers may change equipment specifications (e.g., length, width, height, depth or weight) for a Model Number without changing the Model Number itself, the equipment specifications for such Model Number as identified herein shall be used to determine exactly which version of equipment with such Model Number is approved by Crown Castle herein. Crown Castle may include the suffix "CClv" together with a number (indicating a version number) after a Model Number, which suffix is not part of the actual Model Number, but indicative of a known change to the equipment specifications applicable to such Model Number.

ORIENT		CUSTOMER		€	STATUS		MFG		MODEL		AZ		TECH		FEEDLINE		QTY		SIZE		TIME TYPE		MFG		MODEL	
A		MONTGOMERY COUNTY MD		234	PROPOSED		SMCLJ08		SE4192-SMBPLUT(D00-E6461)		40				1		1-1/4		0							
B		MONTGOMERY COUNTY MD		234	PROPOSED		SMCLJ08		SE4192-SMBPLUT(D00-E6461)		40				1		1-1/4		0							
C		MONTGOMERY COUNTY MD		234	PROPOSED		SMCLJ08		SE4192-SMBPLUT(D00-E6461)		40				1		1-1/4		0							

OPERATING LEGAL ENTITY: MONTGOMERY COUNTY MD GOVERNMENT



BUSINESS UNIT: 872593 TOWER ID: A LEVEL: 225

LEVEL DRAWING



CROWN REGION ADDRESS  
USA

REVISIONS		NO. DATE		DESCRIPTION	
1		08/08/17		REVISED FROM WORK ORDER 141000	

DRAWN: C. J. BEEZAD  
DRAWING DATE: 8/8/17

SITE NUMBER:  
SITE NAME:  
SITE NAME:  
BETHESDA (RIVER RD)  
BUSINESS UNIT NUMBER:  
#72593  
SITE ADDRESS:

5302 RIVER ROAD  
BETHESDA, MD 20816  
MONTGOMERY COUNTY  
US

SHEET TITLE  
225 FT PROPOSED LE

SHEET NUMBER

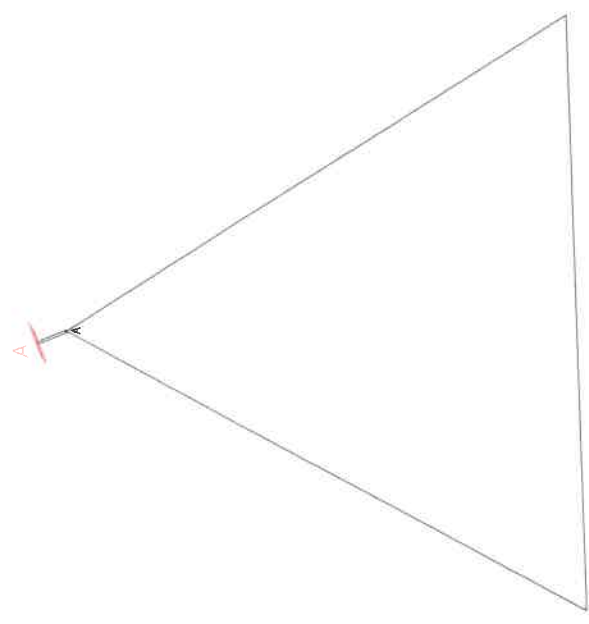
A1-225



ORIENT		CUSTOMER		Q	STATUS	MFG	ANTENNA		FEEDLINE		TIME	
									QTY	SIZE	QTY	MFG

A	UP	MONTGOMERY COUNTY MD	MONTGOMERY COUNTY MD	260	PROPOSED	COMUSCOPE	COMUSCOPE	08274-A	0	1-5/8	0	

OPERATING LEGAL ENTITY: MONTGOMERY COUNTY MD GOVERNMENT



BUSINESS UNIT: 872593 TOWER ID: A LEVEL: 270

LEVEL DRAWING



CROWN REGION ADDRESS  
USA

NO.	DATE	DESCRIPTION
1	08/08/17	REVISIONS

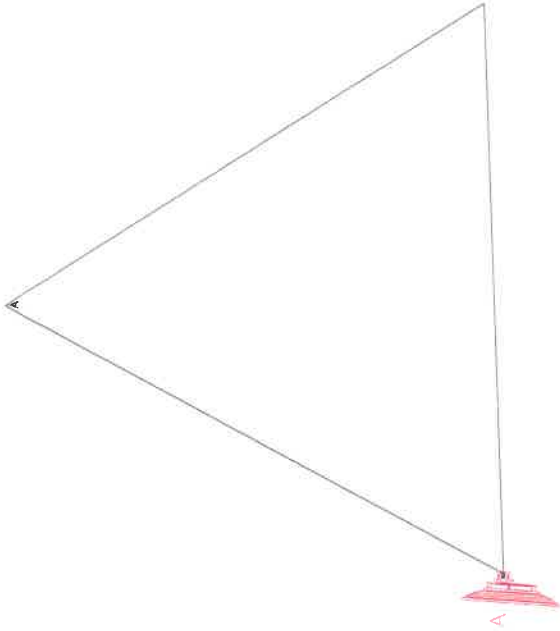
DRAWN: CURTIS D. BUEZ-CAD  
DRAWING DATES: 8/2017

SITE NUMBER:  
SITE NAME:  
SITE NAME:  
BETHESDA (RIVER RD)  
BUSINESS UNIT NUMBER:  
872593  
SITE ADDRESS:

5202 RIVER ROAD  
BETHESDA, MD 20816  
MONTGOMERY COUNTY  
US

SHEET TITLE  
270 FT PROPOSED LE

SHEET NUMBER  
A1-270



BUSINESS UNIT: 872593 TOWER ID: A LEVEL: 292

LEVEL DRAWING

ORIENT			CUSTOMER				STATUS				MFG				ANTENNA				FEEDLINE				TIME			
MD			MONTGOMERY COUNTY MD				234				PROPOSED				COMMSCOPE				P08-50/8				297			
A			MONTGOMERY COUNTY MD				234				PROPOSED				COMMSCOPE				P08-50/8				297			

OPERATING LEGAL ENTITY: MONTGOMERY COUNTY MD GOVERNMENT



CROWN REGION ADDRESS  
USA

REVISIONS	NO.	DATE	DESCRIPTION
1	06/06/17		REVISED FROM PREVIOUS DRAFT

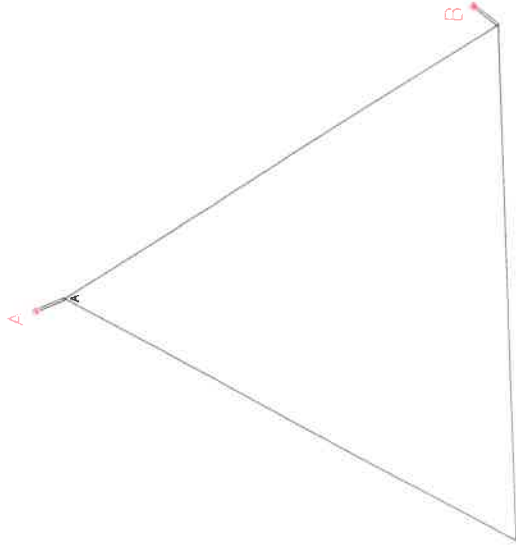
DRAWN: CHERIE RAYZ/AD  
DRAWING DATE: 6/6/2017

SITE NUMBER:	
SITE NAME:	
BETHESDA (RIVER RD)	
BUSINESS UNIT NUMBER	872593
SITE ADDRESS	

5202 RIVER ROAD  
BETHESDA, MD 20816  
MONTGOMERY COUNTY  
US

SHEET TITLE  
292 FT PROPOSED LE  
SHEET NUMBER

A1-292



ORIENT		CUSTOMER		STATUS		MFG		MODEL		AZ		TECH		FEEDLINE		TIME	

A		UP		MONTGOMERY COUNTY MD		350		PROPOSED		SMCLAR		52412-#7208		0		1 7/8 0	
B		UP		MONTGOMERY COUNTY MD		350		PROPOSED		SMCLAR		52412-#7208		0		1 7/8 0	

OPERATING LEGAL ENTITY: MONTGOMERY COUNTY MD GOVERNMENT



CROWN REGION ADDRESS  
USA

REVISIONS		NO. DATE		DESCRIPTION	
BY		DATE		DESCRIPTION	
BY		DATE		DESCRIPTION	

DRAWN: UNB, KED, BIEZ, AD  
DRAWING DATE: 6 & 2017

SITE NUMBER:  
SITE NAME:  
SITE NAME:  
RETTIESDA (RIVER RD)  
BUSINESS UNIT NUMBER:  
872593  
SITE ADDRESS:

5302 RIVER ROAD  
RETTIESDA, MD 20816  
MONTGOMERY COUNTY  
US

SHEET TITLE

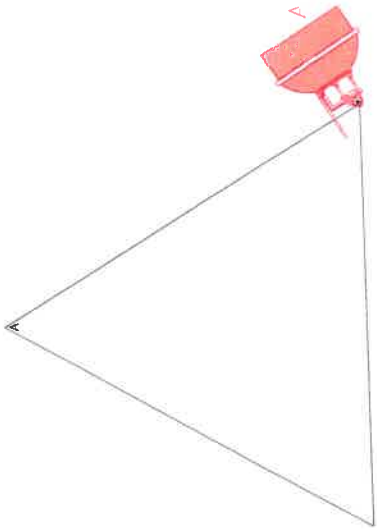
340 FT PROPOSED LE

SHEET NUMBER

A1-340

LEVEL DRAWING

BUSINESS UNIT: 872593 TOWER ID: A LEVEL: 340



BUSINESS UNIT: 872593 TOWER ID: A LEVEL: 422

ORIENT		CUSTOMER		STATUS		MFG		MODEL		AZ		TECH		FEEDLINE		QTY		SIZE		TIME TYPE		MFG		MODEL	
MD		MONTGOMERY COUNTY 40		422		PROPOSED		ANDREW		79		1 ENP31-65 0													

A :  
OPERATING LEGAL ENTITY: MONTGOMERY COUNTY MD GOVERNMENT



CROWN REGION ADDRESS  
USA

REVISIONS		NO. DATE		DESCRIPTION	
1		06/06/17		DRAWN CHECKED REZCAD	
				DRAWING DATE 6 6 2017	

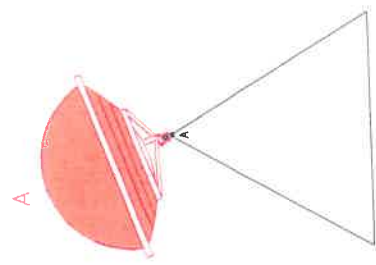
SITE NUMBER:		SITE NAME:	
BETHESDA (RIVER RD)		BUSINESS UNIT NUMBER:	
872593		SITE ADDRESS:	

5202 RIVER ROAD  
BETHESDA, MD 20816  
MONTGOMERY COUNTY  
US

SHEET TITLE  
422 FT PROPOSED LE

SHEET NUMBER  
A1-422

LEVEL DRAWING



OPERATING LEGAL ENTITY: MONTGOMERY COUNTY MD GOVERNMENT

## LEVEL DRAWING



**Customer Site Name:** N/A  
**Customer Site No.:** N/A  
**Customer Type:** Government

**Crown Site Name:** Bethesda (River Rd)  
**JDE Business Unit:** 872593  
**License Identifier:** 692749  
**Type of Site:** Crown Site

### **EXHIBIT C to Tower Site License Agreement**

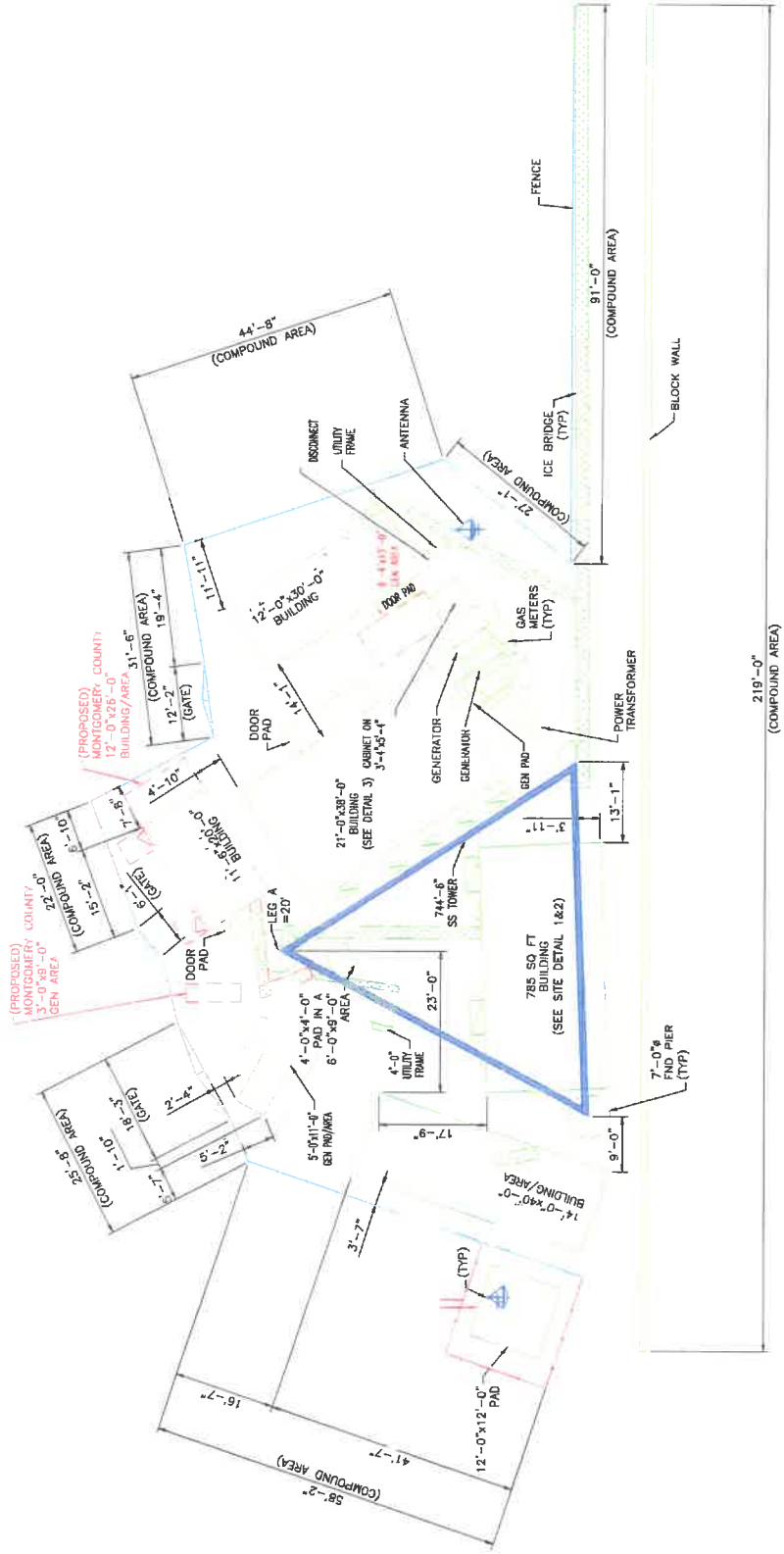
LOCATION AND DIMENSIONS (LENGTH, WIDTH, HEIGHT)  
OF EQUIPMENT BUILDING/FLOOR SPACE  
AND ANY OTHER GROUND-BASED INSTALLATION AT THE SITE

See Attached

**Prepared by:** K Broach  
**Prepared on:** February 12, 2019  
**Revised on:**

**App Rev #:** 11  
**LRF Rev #:** 3

**CROWN CASTLE STANDARD FORM TOWER SITE LICENSE AGREEMENT (11-29-2016 version)**



AREA USAGE	0 SQ FT
CROWN LEASE AREA	0 SQ FT
COMPOUND AREA	0 SQ FT

SITE PLAN

BUSINESS UNIT: 872593

30	25	20	15	10	5	0
30	25	20	15	10	5	0
1	1	1	1	1	1	1

SITE PLAN

SCALE: 1"=20'

REV	NO.	DATE	DESCRIPTION
01	07/03/16	07/03/16	07/03/16
02	04/04/16	04/04/16	04/04/16
03	04/05/16	04/05/16	04/05/16
04	04/05/16	04/05/16	04/05/16
05	04/05/16	04/05/16	04/05/16
06	04/05/16	04/05/16	04/05/16
07	04/05/16	04/05/16	04/05/16
08	04/05/16	04/05/16	04/05/16
09	04/05/16	04/05/16	04/05/16
10	04/05/16	04/05/16	04/05/16
11	04/05/16	04/05/16	04/05/16
12	04/05/16	04/05/16	04/05/16
13	04/05/16	04/05/16	04/05/16
14	04/05/16	04/05/16	04/05/16
15	04/05/16	04/05/16	04/05/16
16	04/05/16	04/05/16	04/05/16
17	04/05/16	04/05/16	04/05/16
18	04/05/16	04/05/16	04/05/16
19	04/05/16	04/05/16	04/05/16
20	04/05/16	04/05/16	04/05/16
21	04/05/16	04/05/16	04/05/16
22	04/05/16	04/05/16	04/05/16
23	04/05/16	04/05/16	04/05/16
24	04/05/16	04/05/16	04/05/16
25	04/05/16	04/05/16	04/05/16
26	04/05/16	04/05/16	04/05/16
27	04/05/16	04/05/16	04/05/16
28	04/05/16	04/05/16	04/05/16
29	04/05/16	04/05/16	04/05/16
30	04/05/16	04/05/16	04/05/16



CROWN REGION ADDRESS  
USA



**Customer Site Name:** N/A  
**Customer Site No.:** N/A  
**Customer Type:** Government

**Crown Site Name:** Bethesda (River Rd)  
**JDE Business Unit:** 872593  
**License Identifier:** 692749  
**Type of Site:** Crown Site

**EXHIBIT D to Tower Site License Agreement**

**PRIME LEASE OR DEED**

See Attached

**Prepared by:** K. Broach  
**Prepared on:** February 12, 2019  
**Revised on:**

**App Rev #:** 11  
**LRF Rev #:** 3

**CROWN CASTLE STANDARD FORM TOWER SITE LICENSE AGREEMENT (11-29-2016 version)**

# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "PINNACLE TOWERS INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "PINNACLE TOWERS INC." TO "PINNACLE TOWERS LLC", FILED IN THIS OFFICE ON THE SEVENTH DAY OF APRIL, A.D. 2004, AT 10:08 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

2499194 8200V

040254820



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3039098

DATE: 04-07-04

**CERTIFICATE OF CONVERSION TO LIMITED LIABILITY COMPANY  
OF  
PINNACLE TOWERS INC.  
TO  
PINNACLE TOWERS LLC**

This Certificate of Conversion to Limited Liability Company, dated as of April 7, 2004, is being duly executed and filed by Pinnacle Towers Inc., a Delaware corporation (the "Company"), and Stephen W. Crawford, as an authorized person of Pinnacle Towers LLC, a Delaware limited liability company (the "LLC"), to convert the Company to the LLC, under the Delaware Limited Liability Company Act (6 Del. C. § 18-101, *et seq.*) and the General Corporation Law of the State of Delaware (8 Del. C. § 101, *et seq.*) (the "GCL").

1. The Company's name when it was originally incorporated was Pinnacle Towers Inc. and immediately prior to the filing of this Certificate of Conversion to Limited Liability Company the Company's name was Pinnacle Towers Inc.
2. The Company filed its original certificate of incorporation with the Secretary of State of the State of Delaware and was first incorporated in the State of Delaware on April 17, 1993, and was incorporated in the State of Delaware immediately prior to the filing of this Certificate of Conversion to Limited Liability Company.
3. The name of the LLC into which the Company shall be converted as set forth in its certificate of formation is Pinnacle Towers LLC.
4. The conversion of the Company to the LLC has been approved in accordance with the provisions of Section 266 of the GCL.
5. The conversion of the Company to the LLC shall be effective upon the filing of this Certificate of Conversion to Limited Liability Company and a certificate of formation with the Secretary of State of the State of Delaware.
6. This Certificate of Conversion shall be effective on April 7, 2004.

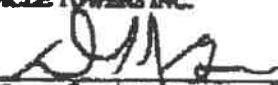
NY 55100(2/2)

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 10:15 AM 04/07/2004  
FILED 10:08 AM 04/07/2004  
SRV 040254820 - 2499104 FILE

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Conversion  
to Limited Liability Company as of the date first above written.

PRINCIPLE TOWERS INC.

By:

  
Name: David S. Cohen  
Title: President

PRINCIPLE TOWERS LLC

By:

  
Name: Michael Stephen W. Crawford  
Authorized Person of the LLC

(Principle Towers - Certificate of Conversion)

Record & Return To:  
First American Title Ins. Co.  
401 E. Pratt St. #323  
Baltimore MD 21202

0017840 090

0479-001

UPON RECORDATION, RETURN TO:  
Kirk Prokerton, P.A.  
P.O. Box 3908  
Sarasota, Florida 34230  
Attn: Evan N. Berlin, Esq.

7A-12 # 7-1-3033154

DEED

00 JAN 27 P 2:02 PM  
FILED  
JOLLY D. RUHL  
CLERKS OFFICE  
MONTGOMERY COUNTY, MD

THIS DEED is made this 19<sup>th</sup> day of January, 2000, by and between  
EDWARD MERNONE, INC., a Maryland corporation, to be indexed as the Grantor (the  
"Grantor"), and PINNACLE TOWERS INC., a Delaware corporation, to be indexed as the  
Grantee (the "Grantee").

WITNESSETH, that in consideration of the sum of Ten Dollars (\$10.00) and other good  
and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,  
Grantor does hereby grant and convey unto Grantee, its heirs and assigns, in fee simple, all of  
that piece or parcel of land, together with the improvements, rights, privileges and appurtenances  
thereunto belonging or in any way appertaining, as described on EXHIBIT "A" attached hereto  
and made a part hereof.

AND, the Grantor covenants that it will warrant specially the property hereby conveyed;  
and that it will execute such further assurances of said land as may be requisite.

IN WITNESS WHEREOF, the undersigned have hereunto affixed their hands and seals  
as of the date first above written.

WITNESS:

Angela G. Mernone

GRANTOR:

EDWARD MERNONE, INC., a Maryland  
corporation

By: Lotte Beshoeft  
Name: Lotte Beshoeft  
Title: Secy / Treas.

IMP FD SURE \$ 5.00  
RECORDING FEE 20.00  
TOTAL 25.00  
Rest MORS Rcpt # 32036  
MOR MAD Bk # 4982  
Jan 27, 2000 02:00 PM

20  
5

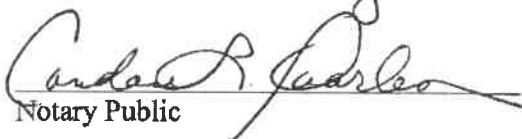
0017840 092

COUNTY OF District of Columbia

STATE OF \_\_\_\_\_ ) ss:

I, the undersigned Notary Public in and for the jurisdiction aforesaid, do hereby certify that Lotti Bexhoeft, as Secretary/Treasurer for Edward Mernone, Inc., a Maryland Corporation, and its witness Angela G. Mernone, whose names are signed to the foregoing Deed, personally appeared before me in the jurisdiction aforesaid and acknowledged the foregoing Deed.

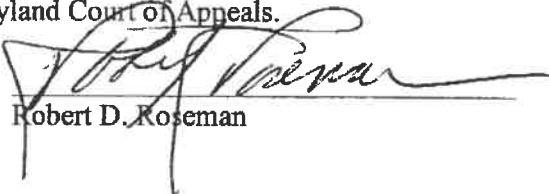
Witness my GIVEN under my hand and seal this 19<sup>th</sup> day of January, 2000.

  
Notary Public

**Candace L. Quarles**  
Notary Public - District of Columbia  
My Commission Expires: 12/14/2003

My Commission Expires: Dec 14, 2003

I hereby certify that the foregoing instrument was prepared under the supervision of an attorney duly authorized to practice before the Maryland Court of Appeals.

  
Robert D. Roseman

State of Maryland  
Department of  
Assessments and Taxation

Charter Division



0017840 093

FULL

Parris N. Glendening  
Governor

Ronald W. Wineholt  
Director

Paul B. Anderson  
Administrator

FIRST AMERICAN TITLE INSURANCE CO.  
RANDALL L. SCOTT  
401 E PRATT ST  
BALTIMORE

MD 21202-3117

Date: 01-20-2000

This letter is to confirm acceptance of the following filing:

ENTITY NAME: . . . EDWARD MERNONE, INC.  
DEPARTMENT ID : D02621241  
TYPE OF REQUEST : ARTICLES OF TRANSFER  
DATE FILED : 01-20-2000  
TIME FILED : 03:20-PM  
RECORDING FEE :  
EXPEDITED FEE :  
ST. RECORDATION TAX :  
ST. TRANSFER TAX :  
FILING NUMBER : 1000138001000000  
CUSTOMER ID : 0000311011  
WORK ORDER NUMBER : 0000268302  
LOCAL TRANSFER TAXES  
MONTGOMERY

PLEASE VERIFY THE INFORMATION CONTAINED IN THIS LETTER. NOTIFY THIS DEPARTMENT IN WRITING IF ANY INFORMATION IS INCORRECT. INCLUDE THE CUSTOMER ID AND THE WORK ORDER NUMBER ON ANY INQUIRIES. EVERY YEAR THIS ENTITY MUST FILE A PERSONAL PROPERTY RETURN IN ORDER TO MAINTAIN ITS EXISTENCE EVEN IF IT DOES NOT OWN PERSONAL PROPERTY. A BLANK RETURN WILL BE MAILED BY FEBRUARY OF THE YEAR FOR WHICH THE RETURN IS DUE.

301 West Preston Street, Baltimore, Maryland 21201  
Telephone (410) 767-1350  
MRS (Maryland Relay Service) (800) 735-2258 TT/Voice  
Fax (410) 333-7097

0000496675

chtaoc

0017840 094

ENTITY TYPE: ORDINARY BUSINESS - STOCK  
STOCK: Y  
CLOSE: N  
EFFECTIVE DATE: 01-20-2000  
PRINCIPAL OFFICE: 9115 PAYTLEY BRIDGE LANE  
POTOMAC MD 20854-0000  
RESIDENT AGENT: THE CORPORATION TRUST INCORPORATED  
300 E LOMBARD ST  
BALTIMORE MD 21202-0000

## COMMENTS:

THIS AMENDMENT RECORD INDICATES THE TRANSFER INVOLVING THE FOLLOWING ENTITIES.  
THE TRANSFEROR:  
(D02621241) EDWARD MERNONE, INC.

## TRANSFeree:

(F04860474) PINNACLE TOWERS INC..

EXHIBIT "A"**Subject Property**

BEING KNOWN AND DESIGNATED AS PARCEL "W" AS SET FORTH UPON A PLAT OF SUBDIVISION ENTITLED "PARCEL 'W' FRIENDSHIP" RECORDED AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND IN PLAT BOOK 170, AT PLAT NO. 19091.

**ALSO DESCRIBED AS:**

BEGINNING FOR THE SAME AT AN IRON PIN NOW SET AT THE BEGINNING OF THE FIRST OR NORTH 26 DEGREES 55 MINUTES 00 SECONDS EAST 53.53 FEET LINE OF THAT PARCEL OF LAND CONVEYED TO EDWARD MERNONE, INC. BY A DEED DATED SEPTEMBER 23, 1988 AND RECORDED AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND, THENCE BINDING ALONG THE OUTLINE OF SAID CONVEYANCE THE SEVEN FOLLOWING COURSES AND DISTANCES:

1. NORTH 26 DEGREES 55 MINUTES 00 SECONDS EAST 53.53 FEET TO AN IRON PIN NOW SET,
2. BY A CURVE TO THE LEFT WITH A RADIUS OF 123.93 AN ARC DISTANCE OF 16.79 FEET, SAID ARC SUBTENDED BY A CHORD BEARING SOUTH 84 DEGREES 41 MINUTES 50 SECONDS EAST 16.78 FEET TO AN IRON PIN NOW SET,
3. NORTH 75 DEGREES 04 MINUTES 00 SECONDS EAST 132.90 FEET TO A PIPE NOW FOUND,
4. SOUTH 14 DEGREES 56 MINUTES 00 SECONDS EAST 79.93 FEET TO A PIPE NOW FOUND,
5. SOUTH 81 DEGREES 36 MINUTES 00 SECONDS WEST 7.94 FEET TO AN IRON PIN NOW SET,
6. SOUTH 55 DEGREES 09 MINUTES 11 SECONDS WEST 32.70 FEET TO A PIPE NOW FOUND,
7. SOUTH 11 DEGREES 03 MINUTES 00 SECONDS WEST 1.42 FEET TO A PIPE NOW FOUND AT A POINT DISTANT 23.93 FEET FROM THE END OF THE SIXTH OR SOUTH 78 DEGREES 57 MINUTES 00 SECONDS EAST 44.00 FEET LINE OF THAT PARCEL OF LAND CONVEYED TO EDWARD MERNONE BY A DEED DATED NOVEMBER 30, 1983 AND RECORDED AMONG AFORESAID LAND RECORDS IN LIBER 6306, FOLIO 891, THENCE BINDING ALONG THE OUTLINE OF SAID CONVEYANCE THE TWO FOLLOWING COURSES AND DISTANCES,
8. SOUTH 78 DEGREES 57 MINUTES 00 SECONDS EAST 23.93 FEET TO A PIPE NOW FOUND,
9. SOUTH 11 DEGREES 03 MINUTES 00 SECONDS WEST 12.00 FEET TO A DRILL HOLE NOW FOUND IN CONCRETE, THENCE CONTINUING ALONG THE OUTLINE OF THE SECONDLY HEREIN MENTIONED CONVEYANCE AND BINDING ALONG THE LAST OR NORTH 78 DEGREES 57 MINUTES 00 SECONDS WEST 47.50 FEET LINE OF THE FIRSTLY HEREIN MENTIONED CONVEYANCE,
10. NORTH 78 DEGREES 57 MINUTES 00 SECONDS WEST 179.50 FEET TO THE POINT OF BEGINNING, CONTAINING 13,148.67 SQUARE FEET OR 0.3019 ACRES OF LAND MORE OR LESS.

BEING THE SAME AND ALL THAT PARCEL OF LAND CONVEYED BY TVX OF WASHINGTON, INC. TO EDWARD MERNONE, INC. BY A DEED DATED SEPTEMBER 23, 1988 AND RECORDED AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND IN LIBER 8494, FOLIO 161.

BEING ALSO THE SAME AND ALL THAT PARCEL OF LAND CONVEYED BY WILLIAM M. CARRIGAN AND RAMONA N. CARRIGAN TO EDWARD MERNONE BY A DEED DATED NOVEMBER 30, 1983 AND RECORDED AMONG SAID LAND RECORDS IN LIBER 6306, FOLIO 891; ALSO SAME AS EXHIBIT "B" OF 14509-681.