

Parcel ID No's.: 03-03345920; 03-00040665

## LEASE AGREEMENT

THIS Lease Agreement ("**Agreement**"), is entered into the 2nd day of November 2017 (the "**Effective Date**") by and between Tower Road, L.L.C., a Maryland limited liability company, 223 Baptist Road, Hancock, Maryland 21750 ("**Landlord**") and Montgomery County, Maryland, 101 Monroe Street, Rockville, MD 20850, a body corporate and politic and a political subdivision of the State of Maryland, (the "**County**"), and collectively (the "**Parties**").

### EXHIBITS

- Exhibit A: Legal Description of the Property
- Exhibit B: Description of Leased Premises
- Exhibit C: Inventory of Wireless Communications Equipment to be Located on the Leased Premises
- Exhibit D: Description of Easement Area

### RECITALS

WHEREAS, Landlord is the owner of certain real property located at Elmer School Road, Dickerson, Montgomery County, Maryland, as is more particularly described in **Exhibit A** attached hereto and made a part hereof ("**Property**"); and

WHEREAS, the County has identified the Property as a desirable location for the County's communication equipment; and

WHEREAS, the purpose of this Agreement is to permit the County to lease the Property in order to install, operate and maintain a wireless telecommunications facility ("**Communications Facility**").

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto covenant and agree as follows:

1. Leased Premises and Use:

- (a) Landlord leases to the County a portion of the Property, which is more particularly described and illustrated in **Exhibit B**, attached hereto and made a part hereof ("**Leased Premises**"). The County shall be permitted to install, operate and maintain at the Leased Premises antennas on the existing antenna tower now at the Property, and an equipment shelter to be placed by the County at the base of the antenna tower.

(b) The Leased Premises shall be limited for use by the County for the purposes of installing, operating, maintaining, repairing, upgrading and replacing the communication equipment described in **Exhibit C** attached hereto and made a part hereof ("**Communications Equipment**") and installing utilities to provide utility service to the Communications Equipment. As used in this Agreement, Communications Equipment will include antennas, cables, equipment cabinets, shelters, generators, fuel tanks and any and all structures and equipment needed to construct, operate or maintain the Communications Facility. The County is permitted to construct a security fence to secure the Communications Equipment at the Leased Premises, so long as said construction is in conformance with all applicable laws.

2. Easement for Ingress & Egress to Leased Premises:

Landlord grants the County a non-exclusive easement for access at all times (24 hours/day, 7 days/week), on foot or by motor vehicle, including trucks, to access the Leased Premises from the nearest public right-of-way on Elmer School Road to the Leased Premises, and is approximately 1,100 feet in length and approximately 18 feet in width, as is more particularly shown in **Exhibit D** attached hereto and made a part hereof ("**Easement Area**"). The Easement granted by this Agreement is coterminous with the Lease and shall terminate upon termination or expiration of this Agreement. The Parties recognize and understand that the Easement Area includes a portion of certain adjacent property owned by Montgomery Mule, LLC ("**Adjacent Property**") by way of an access road that extends in a westerly direction from Elmer School Road across said Adjacent Property to the northern property line of the Leased Premises, as depicted on Exhibit D. The Adjacent Property is legally described as Parcel P110, Tax Map BT23, Tax Account Number 03-00040665. In exchange for Ten Dollar (\$10.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Montgomery Mule, L.L.C. grants to the County an easement over that portion of the Easement Area that crosses the Adjacent Property by way of the above-described access road, as depicted on Exhibit D, at all times (24 hours/day, 7 days/week), on foot or by motor vehicle, including trucks, for so long as this Agreement is in effect, and warrants that it shall not do or permit anything that may restrict the County's unfettered access on, across and over its Adjacent Property by way of the above-described access road. Montgomery Mule, LLC agrees that the easement and appurtenant rights it hereby grants shall be binding and inure to the benefit of the County and Montgomery Mule, LLC, their representatives, successors and assigns, and executes this Agreement acknowledging said grant of easement, and consents to the County recording this Agreement against the Adjacent Property in the Montgomery County Land Records at the County's costs and expense. Landlord agrees to consider granting additional easements on the Property to the County that may be necessary to construct and operate the Communications Facility,

which easements shall require the mutual agreement of the Parties and recording among the land records of Montgomery County.

3. Term and Commencement Date:

- (a) This Agreement shall be effective as of the date of execution by both Parties (the "**Effective Date**"). The initial term of the Agreement shall be five (5) years ("**Initial Term**"). The commencement date for the Initial Term shall be the earlier to occur of: (i) the first (1<sup>st</sup>) day of the month following the month in which the County obtains its final permits and Government Approvals (defined in 6b below) to construct the Communications Facility, or (ii) the date which is one (1) year after the Effective Date, unless otherwise agreed in writing prior thereto by Landlord ("**Commencement Date**"). Landlord and the County agree that they shall execute a written acknowledgement confirming the Commencement Date. In the event that the County has not received all necessary approvals for use of the Leased Premises within eighteen (18) months from the Effective Date, the County may terminate this Agreement immediately without further liability hereunder. Landlord may extend the time period for the County to obtain all necessary approvals upon the County's written request for an extension which must be accompanied by evidence that it has been and is continuing to diligently pursue the required approvals.
- (b) This Agreement will automatically be extended at the end of the Initial Term for four (4) additional renewal terms of five (5) years (individually, a "**Renewal Term**"), unless (i) the County is in default of the Agreement at the end of the then current term or at the commencement of the Renewal Term and Landlord has provided at least thirty (30) days' written notice to the County that Landlord will not renew the Lease, or (ii) the County terminates the Lease at the end of the then current term by giving Landlord written notice of the intent to terminate at least thirty (30) days prior to the end of the then current term, or (iii) the Agreement is terminated earlier in accordance with the provisions of this Agreement. Each Renewal Term shall be upon the same terms and conditions which were in effect before the end of the last Renewal Term with the appropriate rental rate increases defined in Section 4. If the County holds over after the expiration or termination of the Agreement, the tenancy shall be a tenancy from month to month at a monthly rent of the rent due for the last month under this Agreement prior to expiration or termination, until the County vacates the Leased Premises and cures any uncured default under the Agreement.
- (c) The Initial Term, and any Renewal Terms, are referred to in this Agreement as the **Term**.

4. Rent:

- (a) The County must pay Landlord, as annual rent, Twenty Three Thousand Four Hundred and 00/100 Dollars (\$23,400.00) ("**Fee**" or "**Fee Payment**") in equal monthly installments of One Thousand Nine Hundred Fifty and 00/100 Dollars (\$1,950.00). The initial Fee Payment is due prior to the Commencement Date, and thereafter, in advance, on the first day of each month in which it is due, at Landlord's address specified in Section 17 below.
- (b) The Fee increases by three (3) percent annually on each anniversary of the Commencement Date.
- (c) If the County fails to pay the Fee to Landlord on the date required in this Section 4, the County must pay a late charge of five percent (5%) of the total amount of the Fee Payment if the Fee Payment is made more than ten (10) calendar days after the due date.

5. Taxes and Operating Expenses:

- (a) At the County's sole cost and expense, the County must have separate utility meters installed at the Leased Premises to measure the utility consumption of its Communications Facility. The County must contract with, and make direct payment to the public utility companies for the installation of the utility meters and for all utilities consumed by the Communications Facility.
- (b) Any tax, assessment, levy, charge, fee, or license directly attributable to the County's leasehold improvements on the Leased Premises ("**Assessments**") must be paid in full by the County within thirty (30) days of the County's receipt of any bill evidencing such Assessment.

6. Permits and Governmental Approvals:

- (a) Landlord agrees, at the County's sole cost and expense, to exercise commercially reasonable efforts to cooperate with the County in obtaining any licenses, permits and other approvals required by any federal, state or local authority for the County's use of the Leased Premises and the installation and use of the Communications Equipment.
- (b) It is understood and agreed that the County's ability to use the Leased Premises is contingent upon its obtaining all of the certificates, permits and other approvals (collectively the "**Governmental Approvals**") that may be required by any federal, state or local authorities which are required for the County's use of the Leased Premises prior to the Commencement Date of this Agreement. Landlord, 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 and shall not make any changes to the Leased Premises that would prevent the proposed use thereof by the County.

- (c) In the event that, prior to the Commencement Date: (i) any of the County's applications for Governmental Approvals are rejected; (ii) any Governmental Approval issued to the County is canceled, expires, lapses, or is otherwise withdrawn or terminated by a governmental authority; (iii) the County determines that such Governmental Approvals may not be obtained in a timely manner; (iv) the County determines that the Leased Premises is no longer technically compatible for its use; or (v) the County, in its sole discretion, determines that it will be unable to use the Leased Premises for its intended purposes, the County shall have the right to terminate this Agreement. Notice of the County's exercise of its right to terminate this Agreement under this subsection must be made prior to the Commencement Date and must be given to Landlord in writing in the manner required under Section 17.

7. Indemnification:

- (a) The County agrees to indemnify Landlord 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 Leased Premises, or the occupancy or use by the County of the Leased Premises or any part thereof occasioned wholly or in part, to such extent, by any negligent act or omission of the County, its agents, contractors, or employees, except in the case of the negligence, wrongful acts or omissions of the Landlord, its agents or employees. The County's liability under this paragraph is subject to, limited by, and contingent upon the appropriation and availability of funds, as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Section 5-301 et seq., Courts and Judicial Proceedings Article, Annotated Code of Maryland (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 the County'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 Landlord, its members, officers, employees, or agents pursuant to Maryland law, or otherwise.
- (b) Landlord shall not be responsible for any loss or damage to the Communications Equipment or the Communications Facility or for damage to any person or any property in or upon the Leased Premises, except to

the extent such loss or damage arises out of the misconduct or negligence of Landlord or any of the Landlord's agents, servants, or employees, and will indemnify County for any such loss or damage that arises from same.

8. Compliance with Law:

The County must, at its sole cost and expense, comply with all of the applicable requirements of the county, municipal, state, federal, and other applicable governmental, authorities, now in force, or which may hereinafter be in force.

9. Electrical or Magnetic Interference:

(a) The County warrants that its Communications Equipment will not materially interfere with use and enjoyment of the property by Landlord or any third party located at the Property, including material interference with the communications system of Landlord or any such third party. Material interference must be measured in accordance with industry standards at the time of the alleged material interference. In the event a material interference is identified as being caused by the County's Communications Equipment, the County will immediately power-down the equipment causing the interference (permitting power-up for intermittent testing) until such interference issue is resolved.

(b) After installation of County's Communications Equipment, Landlord warrants that it shall not allow any use of the Property by it or any third party to cause material interference with the County's use of the Leased Premises. In the event of such material interference, Landlord will immediately require the interfering party to immediately power-down and disable the interfering equipment until such interference issue is resolved, and later powering up such equipment for intermittent testing must be accomplished in the manner required by the County and the applicable safety organizations whose operations were materially interfered with. If the material interference is not remedied within thirty (30) days of the County's initial notice to Landlord, the County may terminate this Agreement, in addition to the right to pursue any available legal or equitable remedies.

10. Survey Period:

After the Effective Date, the County shall have access to the Leased Premises during business hours for the purpose of performing necessary engineering surveys, inspections, environmental testing and other reasonably necessary tests relating to the County's proposed use of the Leased Premises. The County must provide Landlord with advance written notice of each exercise of its rights under this Section 10. The surveys and inspections by the County may not disturb any of the Leased Premises without Landlord's consent, and the County will restore

to its prior condition any portion of the Leased Premises disturbed by the County within ten (10) days of any disturbing activity.

11. Improvements:

- (a) Installation and maintenance of the County's Communications Equipment must be done at the County's sole expense, using contractors who are fully licensed to perform the work, Such work must be performed in accordance with all applicable laws.
- (b) The County must not damage the Property, the Leased Premises or any personal property or fixtures located on the Property and must repair any damage caused by the County or its employees, agents or contractors within thirty (30) days' after receiving notice of the damage from Landlord to the same condition as it was before the damage.
- (c) It is understood and agreed by and between the Parties that the Communications Equipment remains, at all times, the property of the County, and the County shall have the right to remove, replace and upgrade the same, as provided in Paragraph 1 (b), at any time during the Term, whether or not the Communication Equipment is considered to be fixtures and attachments to real property under applicable laws. It is further agreed that upon the expiration or earlier terminations of this Agreement the County shall, at its sole cost and expense, remove the Communications Equipment and return the Leased Premises to its condition on the Effective Date, reasonable wear and tear expected.

12. Maintenance:

- (a) The County must maintain the Leased Premises free of hazards and debris and in good condition and in a safe state of repair and without interfering with the Landlord's use of the Property.
- (b) Landlord shall maintain the Property and the Easement Area in good condition and safe state of repair and must avoid interference with the County's use of the Leased Premises and the Easement Area. The Landlord must maintain the Property in a such a state that grass, vegetation, and natural or man-made items located on the grounds do not interfere with the County's access to the Communications Facility and Communications Equipment.
- (c) The County, at its sole cost and expense, shall keep and maintain the Communications Equipment in good condition and in a safe state of repair and in compliance with all laws, rules and regulations of any and all governmental authorities.

13. Insurance:

The County shall obtain and maintain during the term of this Agreement, and any extension thereof, 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. The County 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 "LGTCA"). If the LGTCA is amended to increase any of these limits, then the increased limits shall automatically apply to this Lease.

14. Access:

Landlord shall have access to the Leased Premises for the purpose of inspecting, maintaining, and repairing the Leased Premises, provided that such access does not interfere with the County's operations, and upon 48 hours prior notice to the County by phone to the County at 240-773-8000 , except in an emergency upon which occurrence no notice will be required, but Landlord will provide notice to the County as soon as reasonably possible under the circumstances.

At no time shall the Landlord have access to the interior of the County's shelter or to its generator.

15. Default; Remedies:

- (a) Tenant Default. In the event there is a breach by the County with respect to the County's obligations under this Agreement, Landlord shall give the County written notice of the breach.

After receipt of such written notice, the County shall have fifteen (15) business days in which to cure any monetary breach or thirty (30) days in which to cure any non-monetary breach.

The County shall have an extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and

- (i) the County commences the cure within the thirty (30) day period,
- (ii) provides a plan to complete the cure within a reasonable time that is approved in writing by Landlord, and



- (iii) thereafter continuously and diligently pursues the cure to completion.

Landlord may not maintain any action or effect any remedies for default against the County unless and until the County has failed to cure the breach within the time periods provided in this subsection. Upon the County's default and failure to timely cure, Landlord may proceed to recover possession, in addition to any other rights and remedies available to it for such default under the laws of the State of Maryland.

- (b) Landlord Default. In the event there is a breach by Landlord with respect to any of the provisions of this Agreement or its obligations under it, the County shall give Landlord written notice of such breach.

After receipt of such written notice, Landlord shall have thirty (30) days in which to cure any such breach.

Landlord shall have such extended period as may be required beyond the thirty (30) days if

- (i) the nature of the cure is such that it reasonably requires more than thirty (30) days,
- (ii) Landlord provides a plan to complete the cure within a reasonable time that is approved in writing by the County, and
- (iii) Landlord commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion.

The County may not maintain any action or effect any remedies for default against Landlord unless and until Landlord has failed to cure the breach within the time periods provided in this subsection. Upon Landlord's default and failure to timely cure, the County may terminate this Agreement, in addition pursuing any other rights and remedies available to it for such default under the laws of the State of Maryland.

- (c) Equipment Removal and Leased Premises Condition. Upon the termination or the expiration of this Agreement, the County must remove the Communications Facility and Communications Equipment, returning the Leased Premises to its condition on the Effective Date, reasonable wear and tear excepted.

16. Assignment and Subleasing:

- (a) Any assignment of this Agreement or subleasing of any portion of the Leased Premises requires the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

17. Notice:

Any and all notices or other written communications required or permitted hereunder shall be in writing, sent same day via courier or mailed postage prepaid via United States Registered Mail, Certified Mail or overnight delivery service as follows:

If to the County:

Department of Technology Services  
PSSM Radio System Infrastructure Project  
Attn: Gerry Adcock, Radio System Manger  
16647 Crabbs Branch Way  
Derwood, MD 20855

With a copy to:

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

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

If to Landlord:

Tower Road. L.L.C.  
223 Baptist Road  
Hancock, MD 21750

With a copy to:

Tower Road, L.L.C.  
P.O. Box 1510  
Clarksburg, MD 20871-1510

The date of receipt of the notice or other written communication shall be deemed to be three (3) days after date of the postmark, or the date of the signed receipt if sent by courier or sent by a nationally recognized delivery service such as Federal Express.

18. Successors and Assigns:

- (a) This Agreement shall not create for, nor give to, any third party any claim or right of action against either party that would not arise in the absence of this Agreement.
- (b) All rights and liabilities under this Agreement shall extend to the successors and assigns of the Parties hereto. Provided, however, this Section 18 does not permit assignments of this Agreement by either party that do not conform to the requirements of this Agreement.

19. Representations, Warranties & Eminent Domain:

- (a) Landlord hereby represents and warrants that it has full authority to enter into this Agreement and that the party executing this Agreement has the power and authority to bind Landlord.
- (b) The County hereby represents and warrants that it has full authority to enter into this Agreement and that the party executing this Agreement has the power and authority to bind the County.
- (c) Landlord hereby represents and warrants that, provided the County has made the Fee Payment as required hereunder, and is otherwise in compliance under this Agreement, the County shall have quiet enjoyment of the Leased Premises.
- (d) If the Property or any part thereof is taken by eminent domain exercised by an entity other than the County, this Agreement shall expire on the date when the Leased Premises shall so be taken and the Fee shall be apportioned as of that date. The County shall have the right to make a separate claim with the condemning authority for the value of the County's improvements and for moving and relocation expenses; provided, however, that such separate claim shall not reduce or adversely affect the amount of Landlord's award.

20. Entire Agreement:

This Agreement is the entire agreement between the Parties on the subject matter to which it applies.

21. Time is of the Essence:

Time is of the essence for the Parties' performance of all obligations in this Agreement.

22. Hazardous Substances:

"Hazardous Substances" shall mean any substance, chemical, waste, product or the like which now or in the future is 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 all existing and future Federal, state and local laws, regulations, ordinances and the like relating to the environment, as amended from time to time. Environmental Laws currently include, but are not limited to, the following: the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§6901 et. seq.) ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§9601 et. seq.) ("CERCLA"), 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").

The County will not use or permit the Lease Premises to be used in violation of any Environmental Laws. The County assumes sole and full responsibility for, and will remedy at its cost, all such violations, provided that the County must first obtain Landlord's written approval of any remedial actions, which approval Landlord may not unreasonably withhold. The County will not use, generate, release, store, treat, dispose of, or otherwise deposit, in, on, under or about the Leased Premises, any Hazardous Substances, nor will the County permit or allow any third party to do so, without Landlord's prior written consent. The foregoing shall not preclude the County from using materials commonly used in the course of operating a wireless communications facility, provided that the County properly uses, handles and disposes of the same in accordance with applicable law and the manufacturers' instructions with respect thereto.

23. Governing Law:

This Agreement shall be deemed to have been executed in the State of Maryland, and the Parties agree that the terms and performances hereof shall be governed by and construed in accordance with the laws of the State of Maryland, and enforced only in the state courts of Maryland.

24. Rights Upon Sale:

If Landlord, at any time during the Term, (i) sells or transfers all or any part of the Property to a purchaser other than the County, or (ii) grants to a third party an interest in, or to, any portion of the Easement Area or the Leased Premises, or (iii) transfers or assigns its rights to the Fee Payments, the County hereby consents to the same provided such sale or transfer of the Property, the Easement Area, the Leased Premises or the rights to the Fee Payment must be under and subject to this Agreement and any such purchaser or transferee must recognize the County's rights under the terms of this Agreement.

25. Miscellaneous:

- (a) No Partnership. Landlord is not a partner, joint venturer or associate of the County in the County's use of the Easement Area and the Leased Premises.
- (b) Non-Discrimination. Landlord agrees to comply with the non-discrimination in employment policies in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code (2004), as amended, as well as all other applicable state and federal laws and regulations regarding employment discrimination. The Landlord assures the County that in accordance with applicable law; it does not, and agrees that it will not discriminate in any manner on the basis of race, color, religious creed, sex, marital status, national origin, ancestry, disability, sexual orientation or genetic status.
- (c) Non-Appropriation. Any obligation or liability of the County arising in any way from this Agreement is subject to, limited by, and contingent upon the appropriation and availability of funds, as well as the damage caps and notice requirements provided for in state law, including the Local Government Tort Claims Act. If funds sufficient for the County to perform under this Lease are not appropriated, then this Lease shall automatically terminate at 11:59 p.m. on the last day for which funding is appropriated. This Agreement is not intended to create any rights or causes of action in any third parties or to increase the County's liability above the caps established by law.
- (d) Contract Solicitation. Landlord represents that it has not retained anyone to solicit or secure this Lease from the County, upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established, licensed commercial selling or leasing agencies maintained by the Landlord for the purpose of securing business or an attorney rendering professional legal service consistent with applicable canons of ethics.

- (e) Public Employment. Landlord understands that unless authorized under Chapter 19A and Section 11B-52 of the Montgomery County Code 1994, as amended, it is unlawful for any person transacting business with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment.
- (f) Force Majeure. If Landlord or the County is unable to fulfill any obligation hereunder, or is delayed in so doing, by reason of war, civil unrest, strike, labor troubles, inability to procure services, materials, permits or licenses, unusually inclement weather, governmental delays, acts of God, or any other cause beyond the reasonable control of Landlord, the time within which Landlord or the County would otherwise have been obligated to fulfill such obligation shall be extended for a period equal to the period of such delay. This section shall not apply to the payment of any monetary obligation of Landlord or the County.
- (g) Brokerage. Each of the parties hereto represents and warrants that there are no brokerage commissions or finder's fees of any kind due to anyone other than \_\_\_\_\_ N/A \_\_\_\_\_ which broker shall be paid by \_\_\_\_\_ N/A \_\_\_\_\_ pursuant to the terms of a separate agreement. Each party agrees to defend and indemnify the other against, and hold it harmless from, all liabilities arising from any claim for brokerage compensation from any other party including, without limitation, the cost of counsel fees in connection therewith.
- (h) Waiver of Jury. Each party waives any right to a trial by jury in any legal action relating to this Agreement.
- (i) Obligations Surviving Agreement. Any obligations and liabilities of the Parties shall survive the expiration or termination of this Agreement.
- (j) Headings. The headings of Sections and subsections are for reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of those Sections or subsections.
- (k) Remedies Cumulative. Any and all rights and remedies hereunder are cumulative and are in addition to such other rights and remedies as may be available at law or in equity.
- (l) No Waiver. The failure of either party to enforce any terms or conditions of this Agreement shall not constitute a waiver of the same or other terms and conditions or otherwise prevent or preclude a party from exercising the rights or remedies hereunder, at law or in equity. Any waiver by a party to enforce the terms or conditions of this Agreement must be in writing signed by such waiving party.

- (m) Documentation. The County will provide a copy of the structural analysis report for the antenna tower to the Landlord. The County will also provide a set of as-built construction drawings to the Landlord after installation of the Communications Facility is complete.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties' authorized representatives executed this Agreement as of the last date set forth below.

WITNESS

Julie L White

TENANT

**MONTGOMERY COUNTY, MARYLAND**

By: Ramona Bell-Pearson  
Ramona Bell-Pearson  
Assistant Chief Administrative Officer

Date: 11/2/17

APPROVED AS TO FORM AND  
LEGALITY OFFICE OF THE  
COUNTY ATTORNEY

By: Neal Anker  
Neal Anker  
Associate County Attorney

Date: 11-2-17

RECOMMENDED BY:

By: Cynthia Brenneman  
Cynthia Brenneman, Director  
Office of Real Estate

Date: 10/27/17

WITNESS

[Signature]

LANDLORD

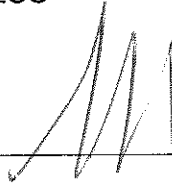
**TOWER ROAD, L.L.C.**

By: Shawn McEntosh  
Name: Shawn McEntosh  
Title: Property Manager

Date: 10/23/17



WITNESS

  
\_\_\_\_\_

APPROVED

**MONTGOMERY MULE, L.L.C.**

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

Name: Ben R. Lewis

Title: Property Manager

Date: 10/23/17  
\_\_\_\_\_

(Jurats on following page)

STATE OF MARYLAND

COUNTY OF MONTGOMERY

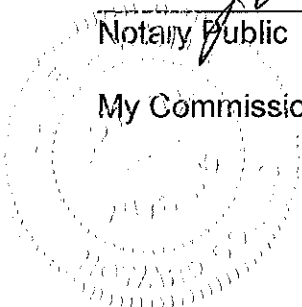
On the 2nd day of November 2017, Fariba Kassar Ramona Bell-Pearson, personally appeared before me, and personally acknowledged herself to be the Assistant Chief Administrative Officer of **Montgomery County, Maryland**, and that as such Assistant Chief Administrative Officer of Montgomery County, Maryland, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing as Assistant Chief Administrative Officer of Montgomery County, Maryland.

In witness whereof, I hereunto set my hand and official seal.

Julie L. White

Notary Public

My Commission Expires 4/30/2021



STATE OF MD )

COUNTY OF Montgomery )

On the 23rd day of October 2017, Shawn Matthews, personally appeared before me Tammy Hopkins, and personally acknowledged him/herself to be the property manager of **Tower Road, L.L.C.**, and that (s)he as such property manager being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing as property manager.

In witness whereof, I hereunto set my hand and official seal.

Tammy Hopkins

Notary Public

My Commission Expires 10-14-19



STATE OF MD )

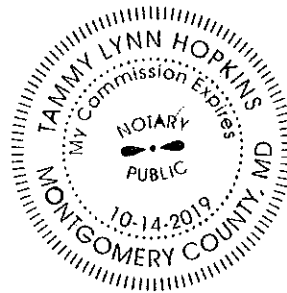
COUNTY OF Montgomery )

On the 23<sup>rd</sup> day of October 2017, Ben R. Lewis,  
personally appeared before me Tammy Hopkins, and personally  
acknowledged him/herself to be the property manager of **Montgomery Mule,**  
**L.L.C.**, and that (s)he as such property manager being authorized to do so,  
executed the foregoing instrument for the purposes therein contained by signing as  
property manager.

In witness whereof, I hereunto set my hand and official seal.

Tammy Hopkins  
Notary Public

My Commission Expires 10-14-19



**Exhibit A**

(Legal Description of the Property)

State Department of Assessment and Taxation (SDAT) Account Number: 03 -  
03345920

Deed Reference: Recorded in Liber 19360 at Folio 475 among the Land Records of  
Montgomery County, Maryland.

Montgomery County Tax Map BT23, Parcel P593

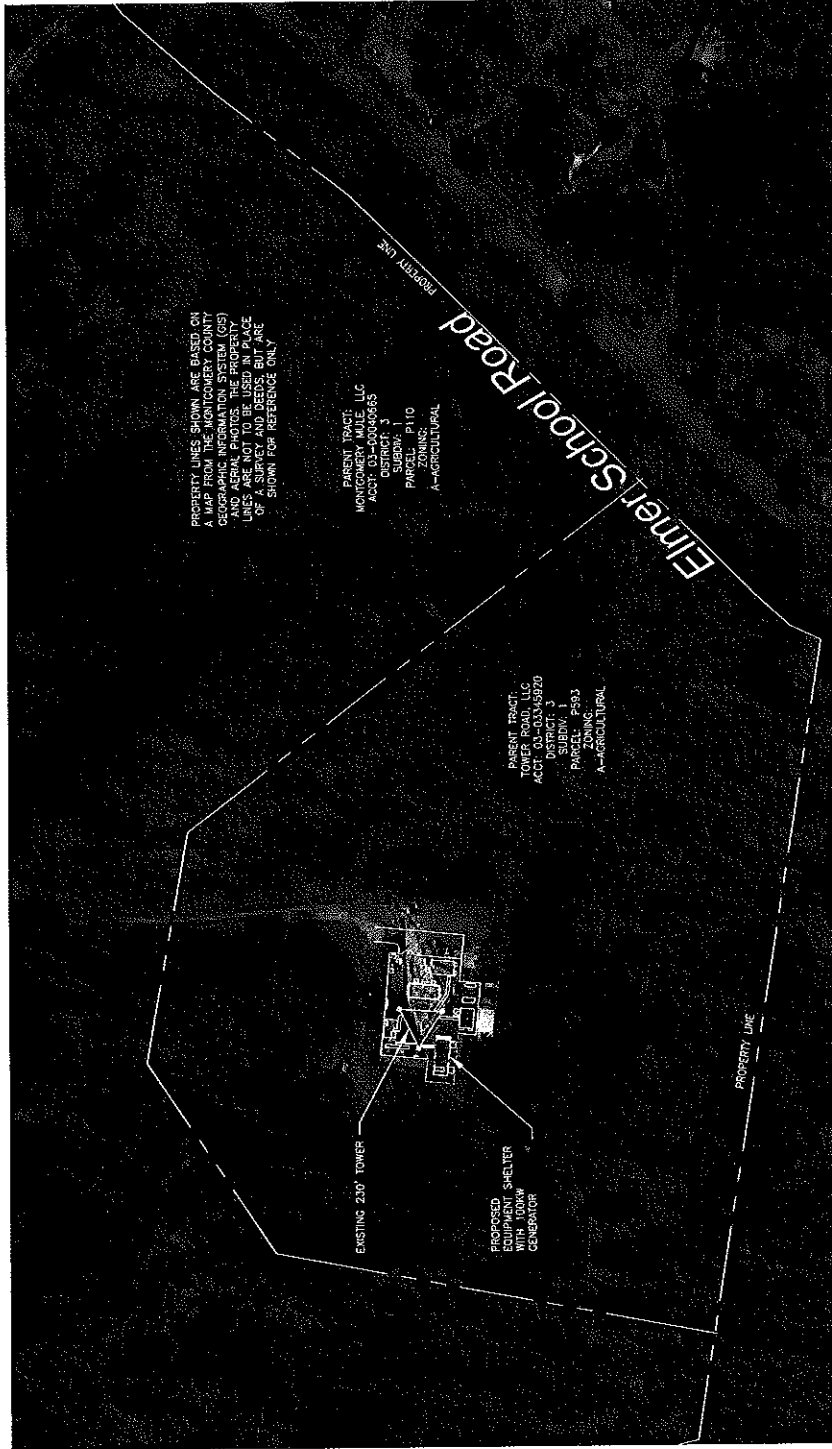
**Exhibit B**

(Description of Leased Premises)

See Attached Engineer Drawings Labeled: C-1, C-2, and Elmer School Tower Diagram

**GENERAL NOTES:**

1. PROPERTY OFFSETS ARE APPROXIMATE. FINAL LOCATION OF COMPOUND TO BE DEVELOPED FROM TOWER &
2. PROPERTY LINES SHOWN ARE BASED ON A MAP FROM THE MONTGOMERY COUNTY GEOGRAPHIC INFORMATION SYSTEM (GIS) AND AERIAL PHOTOS. THE PROPERTY LINES ARE NOT TO BE USED IN PLACE OF A SURVEY AND DEEDS, BUT ARE SHOWN FOR REFERENCE ONLY.
3. THE LOCATION, SIZE & TYPE OF MATERIAL OF EXISTING UTILITIES INDICATED ON THE PLANS IS NOT REPRESENTED AS BEING ACCURATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL LOCATION OF ALL SUCH FACILITIES, INCLUDING THE SERVICE CONNECTIONS TO UNDERGROUND UTILITIES. PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL NOTIFY ALL UTILITIES CONCERNED TO DISCONNECT UTILITIES. DETAILED INFORMATION & ASSISTANCE RELATIVE TO THE LOCATION OF THEIR FACILITIES & THE WORKING SCHEDULE OF THE COMPANIES FOR REMOVAL OR ADJUSTMENT WHERE NECESSARY WILL BE OBTAINED FROM THE RESPECTIVE UTILITY COMPANIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL INTERFERENCE IS ENCOUNTERED DURING CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE UTILITY COMPANY OF JURISDICTION. THE ENGINEER SHALL ALSO BE RESPONSIBLE FOR THE LOCATION AND DEPTH OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ASSURANCE OF SERVICE AT ALL TIMES FOR THE CONTRACTOR AT NO ADDITIONAL COST TO THE CONTRACTOR.
4. ALL PROPOSED CONSTRUCTION ACTIVITIES & MODIFICATIONS SHALL COMPLY WITH MONTGOMERY R-56 STANDARDS, MOST CURRENT REVISION.



Site Location Plan

1" = 100'

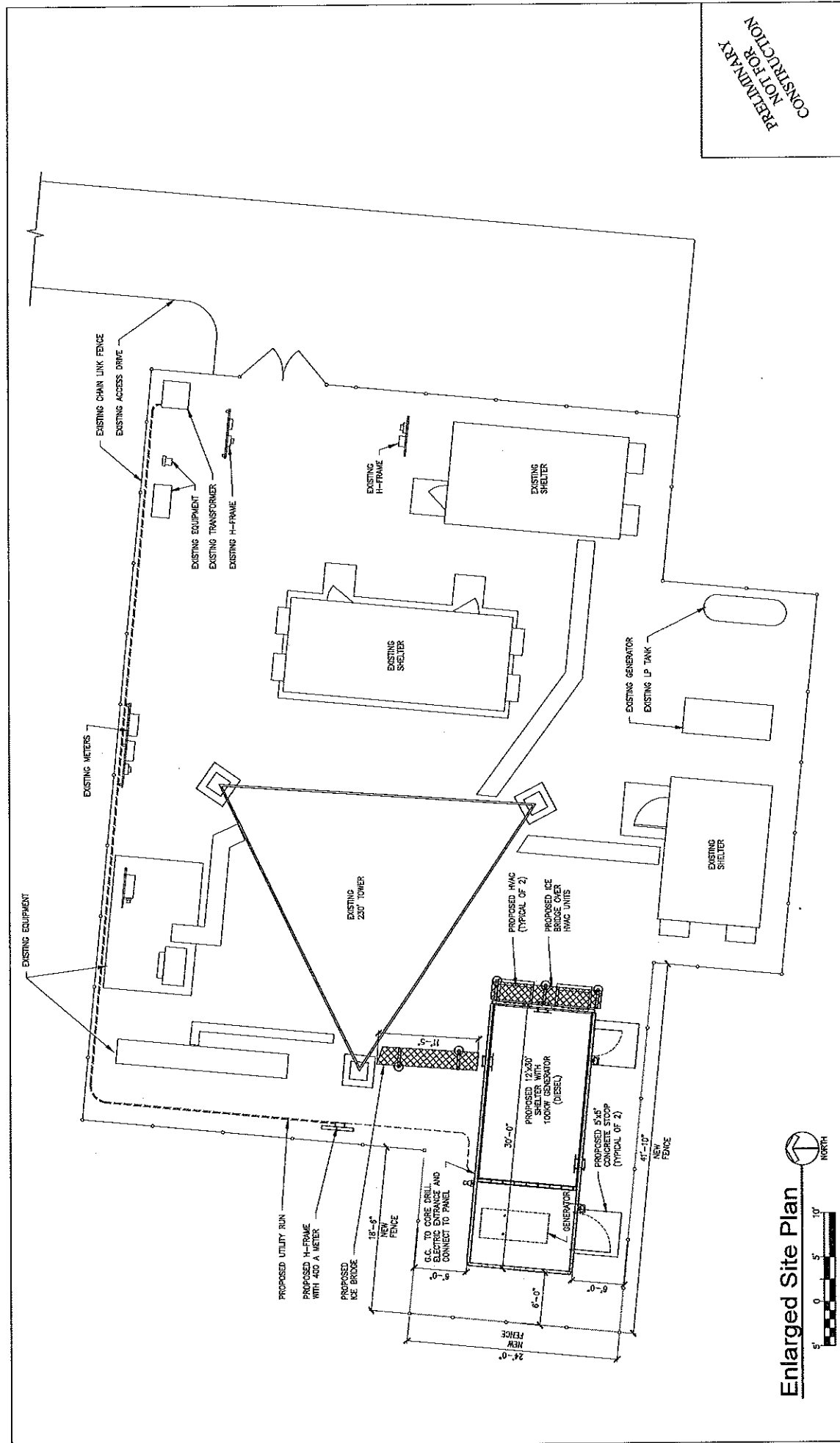
NORTH

ANY DISCREPANCIES BETWEEN THIS DRAWING PACKAGE AND EXISTING FIELD CONDITIONS MUST BE REPORTED TO THE ENGINEER OF RECORD PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

PRELIMINARY NOT FOR CONSTRUCTION

NO. DATE	REVISIONS	BY (CHK. APP'D)	
	1. 10-2-17	FENCE / SHELTER CHANGES	SH / SK
	2. 10-4-17	PARCEL MAP UPDATED	BNV / SK
	3. 10-11-17	MOTED SHELTER / ARBED FENCE	SH / SK
E. 12-07-18	ISSUED FOR REVIEW	CAH / SK	
		BNV / SK	
SITE LOCATION PLAN 16500 ELMER SCHOOL ROAD DICKERSON, MD 20842 <b>C-1</b>			

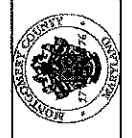
THIS DRAWING IS CONTRACTED AND IS THE SOLE PROPERTY OF THE OWNER. IT IS PROVIDED TO THE CONTRACTOR FOR THE PURPOSES OF THE PROJECT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION SYSTEMS WITHOUT THE WRITTEN PERMISSION OF THE OWNER. IT IS THE USER'S RESPONSIBILITY TO OBTAIN THE NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL INTERFERENCE IS ENCOUNTERED DURING CONSTRUCTION.



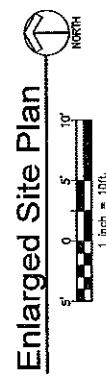
PRELIMINARY  
 NOT FOR  
 CONSTRUCTION

SEE DRAWING IS REFERENCED TO THE SITE FOR THE PROPERTY OF THE OWNER. IT IS PROVIDED AS A SERVICE TO THE OWNER AND THE ARCHITECT. THE INFORMATION CONTAINED HEREIN IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE AN OFFER OF A LICENSED PROFESSIONAL ENGINEER, BY ANY MEANS.

**C-2**  
 ENLARGED SITE PLAN  
 ELMER SCHOOL  
 18500 ELMER SCHOOL ROAD  
 DICKINSON, ND 58042



**Pyramid Network Services, LLC**  
 6055 Champlain Drive, Suite A  
 Fargo, ND 58103



NO.	DATE	REVISIONS	BY	CHK	APPD
1	10-22-17	FENCE / SHELTER CHANGES	SH	SH	
2	11-04-17	PARCEL MAP UPDATED	RNV	SH	
3	12-13-17	MOVED SHELTER / ADDED FENCE	SH	SH	
4	12-07-17	ISSUED FOR REVIEW	CAH	SH	
5	12-02-18	ISSUED FOR REVIEW	RNV	SH	

# Tower Diagram

Existing GPS 230' to 231'  
 Existing 6' Panel Antennas 224' to 230'  
 New 800 MHz Rx SC412-HF2LDF(D02-E5608)  
 (1) 1 1/4" & (1) 1/2" transmission lines  
 230' to 251' Center

New PAR6-59 MW to Dickerson  
 EWP63 waveguide  
 217' to 223' A Leg  
 Azimuth = 18.03°

New HP6-59F MW to Bretton Woods  
 EWP63 waveguide  
 217' to 223' B Leg  
 Azimuth = 124.68°

Existing 3' MW  
 206' to 209' B Leg

Existing 2' MW  
 200' to 202' B Leg

Existing 8' Panel Antennas  
 198' to 204.5'

New PAR6-59 MW to Bretton Woods  
 EWP63 waveguide  
 187' to 193' B Leg  
 Azimuth = 124.68°  
 Diversity

Existing 8' Panel Antennas  
 174.5' to 185'



Existing (2) MW antenna  
 located on each sector  
 frame 179.5' to 181.5'

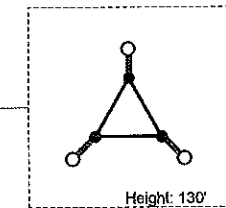
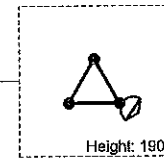
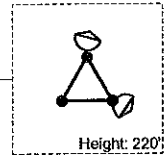
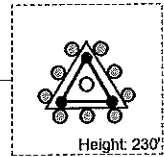
Existing MW antenna  
 located on each sector  
 frame 179' to 182'

Existing 8' Panel Antennas  
 156.5' to 165.5'

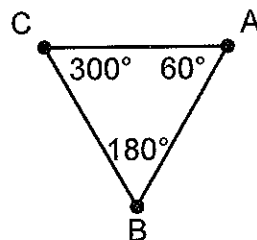
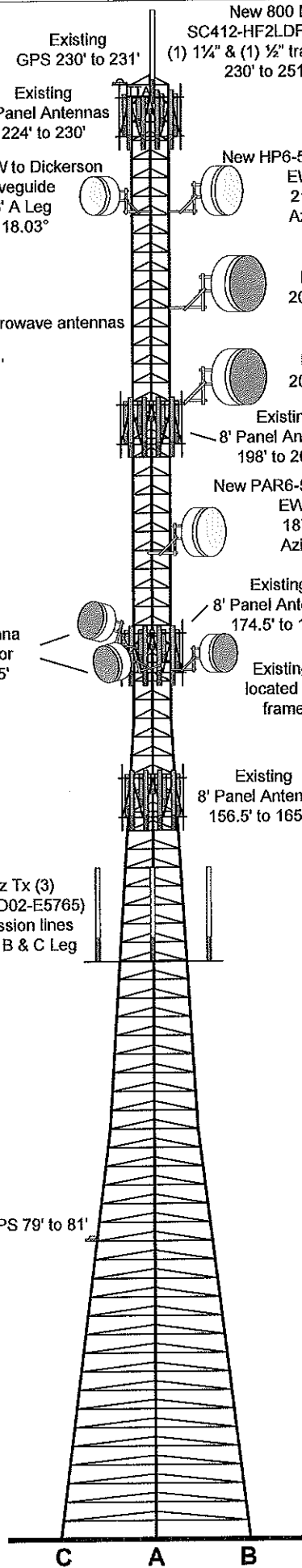
New 800 MHz Tx (3)  
 SC412-HF2LDF(D02-E5765)  
 (3) 1 1/4" transmission lines  
 130' to 151' A & B & C Leg


Existing GPS 79' to 81'

-  — New MC 800 MHz and microwave antennas
-  — Non-MC antennas



ASR # 1061796  
 AMSL: 416.67'  
 Height: 230'  
 Type: Self Supporting  
 Azimuths are True North  
 Note: This drawing is not drawn to scale.



 <b>MOTOROLA SOLUTIONS</b>	
PROJECT: <b>Montgomery County, MD</b>	
TITLE: <b>Elmer School Tower Diagram</b>	
ENGINEER: <b>SBP</b>	DATE: <b>6/08/2017</b>



**Exhibit C**

(Inventory of Wireless Communications Equipment  
to be Located on the Leased Premises)

A - Three (3) SINCLAIR Model SC412-HF2LDF or Similar Omni Transmit Antennas

B - One (1) SINCLAIR Model SC412-HF2LDF or Similar Omni Receive Antenna

C- Three (3) RFS Model or Similar Microwave Antennas

D- CommScope Model or Similar Coax Cable

E – One (1) Twelve by Thirty (12' x 30') Foot Prefabricated VFP Shelter with Diesel Generator

Also, miscellaneous accessories and hardware necessary for installation of Communications Equipment

**Exhibit D**

(Description of Easement Area)

State Department of Assessment and Taxation (SDAT) Account Number: 03 -  
00040665

Deed Reference: Recorded in Liber 21947 at Folio 054 among the Land Records of  
Montgomery County, Maryland.

Montgomery County Tax Map BT23, Parcel P110

**See Attached Drawing**

# WHITES FERRY ROAD

60' RIGHT-OF-WAY

