

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (this “Lease”) is entered into between the City of Hudson, an Ohio municipal corporation, located at 115 Executive Parkway, Suite 400, Hudson, Ohio 44236 (“Landlord”), and CELLCO PARTNERSHIP, a Delaware general partnership, d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (“Tenant”). Subject to the terms and conditions of this Lease, Landlord agrees to lease to Tenant, and Tenant accepts a portion of the real property located at the common address of 1286 Hines Hill Road, Hudson, Ohio 44236 (the legal description of the entire Landlord’s parcel is attached hereto and incorporated into this Lease by reference as Exhibit A), and the portion of the Landlord’s parcel being leased by Tenant is legally described in the attached Exhibit B incorporated into this Lease by reference (the “Leased Property”).

1: Parties and Contact Information

1.1 Landlord’s Contact Information.

(a) Landlord’s Name and Address

City of Hudson, Ohio
1140 Terex Road
Hudson, Ohio 44236

(b) Landlord’s Contact Person

Jane Howington
City Manager, City of Hudson
(330) 342-1709
jhowington@hudson.oh.us

(c) Name and Address for Payment of the Rent

Director of Finance
City of Hudson
1140 Terex Road
Hudson, Ohio 44236

1.2 Tenant’s Contact Information.

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

2: Leased Property

The Leased Property is legally described in Exhibit B. The portion of the Leased Property where Tenant's Improvements (as defined in Section 7.1(b) below) will be located is described and depicted on the attached Exhibit C and incorporated into this Lease by reference, which shall include the approved site plan as agreed upon by Landlord and Tenant.

The Leased Property shall be benefited by the Easement (as defined in Section 25) for access to the Leased Property. The Easement Agreement and the legal description of the Easement Area (as defined in Section 25.1 below) are in the attached Exhibit D, incorporated by reference herein.

3: Commencement and Term of Lease

3.1 Commencement Date. This Lease shall commence on the date that is set forth in the notice required by paragraph 7.1(a) below, but shall be no later than ninety (90) days after execution of this Lease by both Landlord and Tenant, which may be extended for acts of God, labor strikes and other causes beyond the control of Tenant and so long as the Easement Agreement (as defined in Section 25.1 below) has been fully executed (the "Commencement Date"). If the Easement Agreement has not been fully executed, then the Lease shall commence on the first day of the month following the date that the Easement Agreement is fully executed by all parties. Landlord and Tenant agree they shall acknowledge the Commencement Date in writing.

3.2 The Term. The term of this Lease shall be the Initial Term, any Renewal Term and/or Additional Yearly Term (hereinafter collectively referred to as the "Term"), as provided for below.

3.3 The Initial Term. Beginning on the Commencement Date, the initial term of this Lease shall be for a period of five (5) years (the "Initial Term").

3.4 Renewal Terms. Subject to Section 3.6, this Lease shall be automatically renewable for four (4) additional terms of five (5) years each (each a "Renewal Term") following the Initial Term, on the same terms and conditions and at the annual Rent stated below.

3.5 Additional Yearly Terms. If at the end of the fourth (4th) Renewal Term either party has not terminated this Lease by giving ninety (90) days' prior written notice to the other party, the Term of this Lease shall automatically continue in force upon the same terms and conditions, subject to Section 5.1, for a further term of one (1) year ("Additional Yearly Term") and for any subsequent annual terms until such time as either party serves written notice upon the other of its intention to terminate this Lease at least six (6) months prior to the end of any Additional Yearly Term.

3.6 Nonrenewal of Term. If Tenant desires not to extend into any Renewal Term of this Lease, it shall give Landlord written notice of its intention not to extend into the Renewal Term at least ninety (90) days prior to the expiration of the then current Term or Renewal Term whereupon this Lease shall be deemed canceled upon the expiration of the then current Term or Renewal Term.

4: Rent Payment

Rent during the Term of this Lease (the "Rent") shall be as follows, payable in yearly installments:

<u>Term</u>	<u>Annual Rent</u>
The Initial Term (years 1-5)	\$7,000.00
1st Renewal Term (years 6-10)	\$7,700.00
2nd Renewal Term (years 11-15)	\$8,470.00
3rd Renewal Term (years 16-20)	\$9,317.00
4th Renewal Term (years 21-25)	\$10,248.70

Rent for each subsequent Additional Yearly Term shall be the annual Rent paid for the preceding year increased by two percent (2%).

5: Payment of the Rent

5.1 Annual Rent Payments. Effective as of the first day of the Initial Term, and continuing through each Renewal Term and/or Additional Yearly Term, the Rent shall be payable yearly in advance by the Commencement Date, as defined in Section 3.1, or the anniversary of the Commencement Date ("Rent Payment Date").

5.2 Location for Payment. All of the Rent shall be paid to Landlord at the address for payment of the Rent, as provided in Section 1.1(c) herein, or to another person, firm or place which Landlord may from time to time designate in writing to Tenant at least forty-five (45) days in advance of a Rent Payment Date.

5.3 Late Charge. Tenant shall pay a late charge of ten percent (10%) of any overdue Rent beginning ten (10) days after it is due under this Lease provided that Landlord has provided written notice of any such late payment to Tenant specifying the amount of the late charge.

6: Use of the Leased Property and Condition Precedent for Use

Tenant may use the Leased Property for lawful transmission and reception of wireless communications signals, as defined by federal law and as otherwise defined, related site preparation and improvements, and the operation, repair, replacement, upgrade and maintenance of the Improvements, in accordance with all applicable laws, ordinances, governmental regulations, and the provisions of this Lease. Except as permitted by this Lease, Tenant shall not use the Leased Property in any way that materially conflicts with the use of Landlord's premises by Landlord, or its tenants and lessees.

The effectiveness of this Lease is conditioned on the ongoing legal permission of New Cingular Wireless PCS, LLC (its successors and assigns) which is leasing contiguous property from Landlord for, among other things, a cellular monopole tower, for Tenant to access that tower for its telecommunications use.

7: Tenant's Construction and Installation

7.1 Improvements.

(a) At least thirty (30) days prior to commencing installation work of the Improvements, Tenant shall provide Landlord with notice of the specific date it intends to begin installation.

(b) Thereafter, Tenant may install utility or transmission equipment, power storage, generation or control equipment, cables, wiring, and equipment cabinets, and equipment enclosures on the Leased Property and as permitted by the Easement Agreement (as defined in Section 25.1 below) and make such other installations on the Leased Property and the Easement Area as Tenant may desire (the "Improvements"), provided such installations are in compliance with this Lease, the Easement Agreement, and any and all applicable laws, ordinances, and governmental regulations.

(c) All installation work of the Improvements shall be complete within one hundred twenty (120) days of the Commencement Date.

(d) Tenant may from time to time relocate or replace any of the Improvements with new or different items with the same or different specifications so long as their installation is otherwise in compliance with this Lease and all applicable laws, ordinances, and governmental regulations.

7.2 Workmanlike Construction.

(a) Tenant agrees that installation of the Improvements will be completed in a neat and workmanlike manner, consistent with good engineering practices, and shall meet all City and County construction ordinances. Tenant shall pay all costs of the installation of the Improvements.

(b) Tenant shall not, by reason of any act of Tenant or any of its agents, employees or representatives, suffer or permit any lien or encumbrance whatsoever upon the Leased Property, any portion thereof, or any of Tenant's right, title or interest in this Lease, other than as set forth elsewhere herein. If any such lien or encumbrance suffered or permitted by Tenant shall at any time exist then Tenant shall, at Tenant's sole cost and expense, defend Landlord against any action, suit, or proceeding which may be brought for the enforcement of such lien or encumbrance and shall indemnify, defend and save Landlord and the Leased Property, harmless against any and all claims, demands, actions, suits, losses, damages, costs, expenses, liabilities, judgments, liens, or other charges arising by reason of or in connection with any such actions, suits or proceedings. Tenant shall cause any such lien or encumbrance suffered or permitted by Tenant to be removed by bonding or otherwise discharged within thirty (30) days after notice from Landlord to do so. If Tenant fails to so discharge any lien suffered or permitted by Tenant or its sublessee and Landlord incurs any cost, expense or fee, including any attorneys' fees, in removing said lien, Tenant shall pay the cost, expense and fees incurred by Landlord, payable in full within thirty (30) days of written notice to Tenant. Tenant shall provide written notice to its contractors that are responsible for installation of the Improvements on the Leased Property that Tenant is not an agent of Landlord, and that there is no agency or relationship between Tenant and Landlord that in any way gives rise to a presumption that a lien may be placed against Landlord's interest in and to the Leased Property.

7.3 Title to the Improvements. Tenant, or its valid successors or assigns pursuant to Section 11 of this Lease, shall at all times be the sole and exclusive owner of the Improvements installed by Tenant on the Leased Property.

7.4 Ingress and Egress. Tenant and its authorized representatives shall have the right of ingress and egress to and from the Leased Property pursuant to the Easement Agreement.

7.5 Maintenance. Tenant shall, at Tenant's expense, keep and maintain the Leased Property and the Improvements in commercially reasonable condition and repair during the Term of this Lease. Upon termination of this Lease, Tenant shall return the Leased Property to Landlord in good, usable condition in accordance with Section 16.2 below.

8: Taxes

Tenant shall be responsible for and shall timely pay all personal property taxes levied and assessed against it related to the Leased Property, including its personal property and/or the Improvements. The Leased Property is currently tax-exempt government property, and Tenant shall be responsible to pay any real estate, special assessment, or similar taxes relating to the Leased Property that are assessed against the Leased Property due to Tenant's Improvements and/or Tenant's use of the Leased Property, including without limitation any use which causes a loss of an exemption or a reclassification of Landlord's parcel of real estate for purposes of real property taxation under Title 57 of the Ohio Revised Code. Landlord shall provide Tenant with reasonable documentation evidencing the obligation to pay such increase in taxes in accordance with this Section 8. Tenant will fully cooperate in any and all proceedings or applications by Landlord relating to classification or splitting of Landlord's parcel of real estate for tax purposes, if any. At the request of Landlord, Tenant shall provide evidence of payment of taxes related to the Leased Property.

9: Indemnification; Insurance

9.1 Indemnification. Tenant hereby agrees to indemnify, defend and hold Landlord harmless from and against any claim of liability or loss from personal injury or damage to the property of others in connection with the Leased Property and/or the Easement Area or resulting from or arising out of the use and occupancy of the Leased Property and/or Easement Area by the Tenant or its agents, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the Landlord or its agents. Landlord shall be notified in writing of any such claim or loss within thirty (30) business days of receipt by Tenant of notice of such claim or loss.

9.2 Insurance. Tenant shall obtain and maintain insurance coverage throughout the Term of this Lease, as follows:

(a) **Commercial General and Umbrella Liability Insurance.** Tenant shall maintain commercial general liability insurance with limits of \$5,000,000 for bodily injury (including death) and property damage each occurrence. Tenant agrees to include Landlord as an additional insured as its interest may appear under this Agreement. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, or employment-related practices.

(b) **Workers' Compensation Insurance.** Tenant, its contractors and subcontractors, shall maintain workers' compensation and employers' liability insurance as required under Ohio law.

(c) **Certificate of Insurance.** A certificate of insurance evidencing the insurance required by this Section must be filed with Landlord prior to the Commencement Date and will be provided thereafter upon request by Landlord. Upon receipt of notice from its insurer(s) Tenant will provide Landlord with thirty (30) days' prior written notice of cancellation of any required coverage.

(d) **Self-Insurance.** Notwithstanding the foregoing, Tenant shall have the right to self-insure against the risks for which Tenant is required to insure against in this Section. In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured as permitted by the previous sentence, the following provisions shall apply: (1) Landlord shall promptly and no later than fourteen (14) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit or the like; (2) Landlord shall not settle any such claim, demand, lawsuit or the like without the prior written consent of Tenant; (3) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit or the like; (4) Tenant's self-insurance obligation to Landlord shall not extend to claims for punitive damages, exemplary damages, or gross negligence; and (5) such obligation shall not apply when the claim or liability arises from the negligent or intentional act or omission of Landlord, its employees, agents, or independent contractors.

10: Landlord's Representations

In order to induce Tenant to enter into this Lease, Landlord covenants, represents and warrants, as of the date of this Lease and throughout the Term, as follows:

10.1 Authority/Title to the Leased Property. Landlord is solvent and the owner of the real property within which the Leased Property is located in fee simple subject to all restrictions, conditions, reservations, covenants, oil and gas leases, ground leases, rights of way and easements, if any, encroachments which do not materially and adversely affect the use or value of the Leased Property, limitations imposed by building and other laws, ordinances and regulations and real estate taxes and assessments, both general and special, not yet due and payable. Landlord has full authority to execute, deliver, and perform this Lease.

10.2 No Condemnation. Landlord has received no actual or constructive notice of any condemnation or eminent domain proceedings or negotiations for the purchase of the Leased Property and/or the Easement Area (hereinafter defined), or any part thereof, instead of condemnation.

10.3 No Unrecorded Liens. To the best of Landlord's knowledge, there has been no work on the Leased Property and/or the Easement Area which could give rise to any mechanic's or materialmen's liens.

11: Assignment

Tenant may assign its rights under this Lease under either of the following conditions:

(a) to any person or business entity controlling, controlled by or under common control with Tenant, and licensed by the Federal Communications Commission (“FCC”) (or any successor thereto) to operate a wireless communications business, or to any entity which acquires all or substantially all of Tenant’s assets in the market defined by the FCC in which the Leased Property is located by reason of a merger, acquisition, or other business reorganization; provided that Tenant provides the City with written notice of the assignment within thirty (30) days of such assignment. Any such assignee shall (1) be duly authorized to do business in Ohio, (2) assume Tenant’s obligations and liabilities under this Lease, and (3) have the financial ability to provide the services, facilities and equipment as required by this Lease; or

(b) to any other person or business entity, subject to assignee assuming all Tenant’s obligations and liabilities with respect to this Lease, upon prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed.

12: Defaults

12.1 Default By Tenant. In the event of default under this Lease by Tenant or if Tenant fails to cure the default as provided herein, Landlord shall be entitled to all remedies as shall then be available at law or equity; provided that as a condition precedent to the exercise of any remedy, Landlord shall provide Tenant with written notice of the default describing the nature of the default. Tenant shall have thirty (30) days after receipt of the written notice to cure the default or, if the default cannot be cured within thirty (30) days due to circumstances beyond Tenant’s reasonable control, such longer period as shall be necessary to cure the default acting with due diligence, during which period no remedy shall be pursued. If Tenant fails to cure the default, in addition to any other remedies available to Landlord, Landlord may elect to commence eviction proceedings, provided, however, Tenant shall be permitted a six (6)-month stay from receipt of a notice of eviction at one hundred fifty percent (150%) of the then current rental amount determined on a monthly basis and such amount shall be paid to Landlord in advance of any such six (6)-month stay going into effect.

12.2 Default By Landlord. If Landlord defaults on any of its obligations under this Lease, in addition to any remedies available at law or equity, Tenant may perform Landlord’s obligations and may offset Tenant’s costs and expenses of doing so from the Rent or any other amounts next payable; provided that prior to, and as a condition precedent to, the exercise of any remedy or offset from the Rent, Tenant shall provide Landlord with written notice of the default describing the nature of the default. Landlord shall have thirty (30) days after receipt of written notice to cure the default or, if the default cannot be cured within thirty (30) days due to circumstances beyond Landlord’s reasonable control, such longer period as shall be necessary to

cure the default acting with due diligence, during which period no remedy shall be pursued. Notwithstanding anything else in this Lease, Tenant may defer payment of the Rent during any period in which Landlord has failed to provide or execute or cause to be provided or executed: (a) any document reasonably necessary for Tenant's use of the Leased Property in the manner contemplated by this Lease; (b) any easement set forth in this Lease; or (c) any document reasonably necessary to obtain any title insurance or other necessary or desirable insurance or consent.

13: Condemnation

In the event any of the Leased Property and/or the Easement Area is taken in a condemnation proceeding, or sold in lieu of condemnation, then at Tenant's option (exercised by written notice to Landlord) this Lease may be terminated as of the date of the event and Tenant shall be liable for the Rent on a pro rata basis only until the date on which the Leased Property is taken or sold. In the event of condemnation, Tenant's share of any condemnation award or proceeds from sale in lieu of condemnation shall be limited to compensation for Tenant's leasehold interest, the Improvements, loss of business, and Tenant's cost of relocation to the extent the law permits compensation for such items. Tenant shall not receive any part or portion of the condemnation award or sales proceeds relating to compensation for any and all property owned by the Landlord.

14: Casualty

In the event the Leased Property and/or the Easement Area is/are destroyed or damaged in whole or in part by casualty during the Term of this Lease then, at Tenant's option (exercised by written notice to Landlord), this Lease may be terminated as of the date of the event or at any time within forty-five (45) days thereafter and no further Rent shall be due under the Termination Section (Section 16) or any other Section of this Lease.

15: Quiet Enjoyment

Landlord covenants and agrees that upon payment by Tenant of the Rent under this Lease and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased Property and the Easements throughout the Term, subject only to the conditions set forth in this Lease and the Easement Agreement.

16: Termination

16.1 By Tenant. In addition to termination as a result of action or inaction pursuant to other parts of this Lease, particularly Sections 3.6 and 6, Tenant may terminate this Lease immediately at any time prior to the Commencement Date following written notice to Landlord of the development of circumstances beyond Tenant's reasonable control which cause Tenant to

be unable to use the Leased Property and/or the Easement Area as contemplated in this Lease. Landlord shall reimburse Tenant for any of the Rent that has been paid but not yet due. Tenant may terminate this Lease under the following circumstances:

- (a) on thirty (30) days' prior written notice to Landlord, if Landlord remains in default under Section 12.2 of this Lease after the applicable cure periods;
- (b) upon thirty (30) days' prior written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Improvements as now or hereafter intended by Tenant or if Tenant no longer has the right to use the tower adjacent to the Leased Property; or
- (c) upon sixty (60) days' prior written notice to Landlord if Tenant determines, in its sole discretion that the cost of obtaining or retaining the license or permit described in (b) above is commercially unreasonable; or for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to one quarter (1/4) of the annual Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of any other right of termination contained herein other than this subsection 16.1(c).

16.2 Transfer of Ownership; Removal of Equipment. Upon the expiration of this Lease, or its earlier termination or cancellation for any reason, Tenant shall, at Tenant's sole expense, remove from the Leased Property all of the Improvements, except underground wiring, foundations, driveways and sidewalks, and to the extent it is reasonable, restore the Leased Property to its condition at the commencement of this Lease, reasonable wear, tear and insured casualty excepted. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation on the Leased Property and/or the Easement Area.

Tenant shall have up to ninety (90) days after the receipt of such written notice to complete removal of all Improvements. Tenant shall pay Landlord the then current pro rata amount of the Rent in advance for each thirty (30) day period or portion thereof Tenant requires to complete the removal.

16.3 Prepaid Rent Reimbursement. Subject to the provisions of Section 16.1 above, upon termination of this Lease for any reason other than a default of Tenant, Landlord shall reimburse Tenant for any prepaid Rent on a pro rata basis for the remainder of the annual period for which the Rent was paid.

17: Cooperation

Landlord agrees to cooperate with Tenant in any efforts by Tenant to secure any governmental permits necessary to use the Leased Property and/or the Easement Area as

contemplated in this Lease, and to join in any application or other document reasonably requested by Tenant within ten (10) days of receipt of Tenant's written request. During the Term of this Lease and subject to the other terms of this Lease, Landlord shall take no action which adversely affects the uses permitted on the Leased Property and/or the Easement Area as provided by this Lease. At any time after the effective date of this Lease or the Commencement Date, either party shall execute or cause to be executed any documents, or take or cause to be taken any actions, reasonably necessary to carry out the intent of this Lease.

18: Lease Construction

This Lease shall be construed in accordance with the laws of the State of Ohio. In the event that any provisions of this Lease are legally unenforceable, the other provisions shall remain in effect.

19: Entire Binding Understanding; No Oral Modification; Counterparts

All prior understandings and agreements between the parties are merged into this Lease, and this Lease may not be modified orally or in any manner other than by an agreement in writing signed by both parties. Presentation of this Lease by Tenant to Landlord shall not constitute an offer unless this Lease has been signed by Tenant, and this Lease shall not be binding until executed by both Landlord and Tenant. This Lease may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. It is understood that all parties need not sign the same counterpart.

20: Successors

Subject to the provisions regarding assignment, this Lease shall be binding upon, and inure to the benefit of, the successors-in-interest and permitted assigns or subtenants of the parties and any grantee of Landlord.

21: Notices

All notices, requests and other writings required under this Lease (including any notices of renewal, or termination rights) must be in writing and shall be deemed validly given upon the earlier of (i) actual receipt or (ii) the third business day after the date posted if sent by certified mail or by commercial overnight courier, return receipt requested, addressed to the other party with copies as set out in Landlord's address and Tenant's address in Section 1 (or any other address within the United States that the party to be notified may have designated to the sender by like notice).

22: Lease Memorandum.

Simultaneous with the execution of this Lease, the parties shall execute a Memorandum of Lease which shall be recorded with the Summit County, Ohio, Fiscal Officer immediately in advance of the Easement Agreement.

23: Performance

Time is of the essence in this Lease.

24: Environmental Matters

24.1 Definition. For purposes of this Lease:

(a) “Applicable Environmental Laws” includes the Comprehensive Environmental Response, Compensation, and Liability Act, any so called “Superfund” or “Superlien” law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

(b) “Hazardous Material” includes any hazardous, toxic or dangerous waste, substance or material as that term is defined in Applicable Environmental Laws.

24.2 No Hazardous Material. To the best knowledge of Landlord, neither Landlord nor any other person has ever caused or permitted any Hazardous Material to be placed, held, located or disposed of on, under or at the Leased Property and/or the Easement Area or any part thereof nor any part thereof has ever been used by Landlord, or to the best knowledge of Landlord, by any other person either as a permanent or temporary dump site or storage site for any Hazardous Material. Landlord agrees to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding, to the extent arising from subsurface or other contamination of the Leased Property and/or the Easement Area with Hazardous Materials prior to the effective date of this Lease or from such contamination caused by the acts or omissions of Landlord during the Term.

24.3 Tenant’s Indemnity. Tenant shall indemnify and hold harmless Landlord from claims to the extent resulting from Tenant’s violation of any Applicable Environmental Law or to the extent that Tenant causes a release of any Hazardous Material to the environment. The Parties recognize that Tenant is only leasing a small portion of Landlord’s property and that Tenant shall not be responsible for any environmental condition or issue except to the extent resulting from Tenant’s, its contractor's or subcontractor's, specific activities and responsibilities.

24.4 Survival. The provisions of and undertakings and indemnifications set out in this Section 24 shall survive the termination of this Lease.

25: Easements

25.1 Access and Utility Easement. For the Term of this Lease, Landlord agrees to grant to Tenant an easement for access and utilities across a portion of Landlord's property set forth in an agreement between the parties and legally described in Exhibit D (herein the "Easement or Easement Agreement" and the area of the easement the "Easement Area"). Tenant shall obtain the consent of D&D Energy Company, which has oil and gas lease rights and a right of way over the Easement Area, to the Easement. Tenant shall also obtain the consent of New Cingular Wireless PCS, LLC, which has access and utility easements over the Easement Area, to the Easement. The Easement Agreement shall be memorialized in substantially the form set forth on Exhibit D attached hereto. The Easement Agreement shall be recorded in the real estate records of Summit County, Ohio.

25.2 Modifications. Notwithstanding anything contained herein to the contrary, if, subsequent to the Commencement Date of this Lease, it is reasonably determined by Tenant that any of the Easement Area does not or no longer adequately serves the Leased Property and Tenant's use thereof, Landlord agrees to cooperate with Tenant in entering into an amendment to the Easement Agreement, which amendment shall modify the location of the Easement Area (where practical), at Tenant's sole cost.

25.3 Lease Contingency. Notwithstanding anything contained herein to the contrary, this Lease is contingent upon Tenant and Landlord: (i) entering into the Easement Agreement, (ii) obtaining the consent of D&D Energy Company to the Easement, (iii) obtaining consent of New Cingular Wireless PCS, LLC, and (iii) recording the Easement Agreement.

26: Interpretation

Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions and/or Section headings are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Lease, except as otherwise stated in this Lease or as same may be duplicative, such consent shall be in writing and will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Lease and are incorporated by reference into this Lease; and (v) reference to a default will take into consideration any applicable notice, grace and cure periods.

27: Estoppel

Either party will, at any time upon twenty (20) business days' prior written notice from

the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Lease, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser, lessee, sublessee, assignee or mortgagee of the Leased Property. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Lease is in full force and effect, without modification except as may be properly represented by the requesting party, and (ii) there are no uncured defaults in either party's performance.

28: Landlord Documentation

For any party to whom Rent is to be paid, Landlord or any successor in interest of Landlord hereby agrees to provide to Tenant (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) if withholding is required, complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify Landlord's successors or such other party's right to receive Rent as is reasonably requested by Tenant. Rent shall accrue in accordance with this Lease, but Tenant may not deliver rental payments for up to 90 days after the requested applicable documentation has been received by Tenant.

29: Broker Fees

Landlord and Tenant mutually represent and warrant, one to another, that there are no real estate brokers, finders or similar parties entitled to a commission as a result of producing this Lease.

[SIGNATURES ON FOLLOWING PAGES.]

This Lease is agreed to and effective as of the later of the two dates below:

LANDLORD:

TENANT:

City of Hudson, Ohio,

CELLCO PARTNERSHIP d/b/a Verizon
Wireless

a municipal corporation

By: _____
Name: Jane Howlington
Title: City Manager
Date: _____

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

This instrument was prepared by:

R. Todd Hunt, Esq.
Jessica Trivisonno, Esq.
Walter | Haverfield LLP
The Tower at Erieview
1301 East Ninth Street, Suite 3500
Cleveland, Ohio 44114-1821

APPROVED AS TO LEGAL FORM
AND CORRECTNESS.

R. Todd Hunt, City Solicitor
City of Hudson, Ohio

NOTARY FOR LANDLORD

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

Personally came before me this ____ day of _____, 2020, the above named Jane Howlington, as the City Manager of the City of Hudson, Ohio, a municipal corporation, and acknowledged he executed the foregoing instrument on behalf of said municipal corporation and by its authority for the uses and purposes set forth therein. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Print Name: _____
Notary Public, Summit County,
State of Ohio

My commission expires:

NOTARY FOR TENANT

STATE OF _____)
) SS
COUNTY OF _____)

Personally came before me this ____ day of _____, 2020, the above named _____ as the _____ of Cellco Partnership, a Delaware general partnership, d/b/a Verizon Wireless, and acknowledged that he/she executed the foregoing instrument on behalf of the partnership and by its authority for the uses and purposes set forth therein. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Print Name:
Notary Public, _____ County,
State of _____

My Commission expires:

EXHIBIT A

LEGAL DESCRIPTION OF THE LANDLORD'S PROPERTY

PARCEL 1

KNOWN AS AND BEING A PART OF O.L. #73 OF HUDSON TOWNSHIP AND FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A MONUMENT FOUND AT THE CENTERLINE OF THE OHIO TURNPIKE, SAID MONUMENT IS AT STATION 513+28.26 BEHIND, OR 513+32.47 AHEAD (SEE SHEET 19 OF 85 CONTRACT C-14 OHIO TURNPIKE PROJECT NO. 1);

THENCE ALONG THE CENTERLINE OF THE OHIO TURNPIKE WHICH IS THE ARC OF CURVE TO THE RIGHT 595.40 FT., SAID CURVE HAS A RADIUS OF 17,178.25., A CENTRAL ANGLE OF 01 DEGREES 59 MINUTES 09 SECONDS, A CHORD OF 595.37 FT., AND A CHORD BEARING OF NORTH 88 DEGREES 29 MINUTES 30 SECONDS WEST, SAID PLACE IS THE INTERSECTION OF THE OHIO TURNPIKE CENTERLINE AND THE WEST LINE OF O.L. #73 OF HUDSON TOWNSHIP OR STATION 507+32.86;

THENCE NORTH 00 DEGREES 27 MINUTES 32 SECONDS EAST 175.12 FT. ALONG THE WEST LINE OF O.L. #73 TO A 5/8" DIA. IRON PIN TAGGED #4570 FOUND ON THE NORTHERLY RIGHT OF WAY LINE OF THE OHIO TURNPIKE, SAID PLACE IS THE TRUE PLACE OF BEGINNING FOR THE FOLLOWING DESCRIBED PARCEL OF LAND;

THENCE CONTINUE NORTH 00 DEGREES 27 MINUTES 32 SECONDS EAST 885.50 FT. ALONG THE WEST LINE OF O.L. #73 TO A 5/8" DIA. IRON PIN TAGGED #4570 FOUND;

THENCE NORTH 89 DEGREES 17 MINUTES 41 SECONDS EAST 1097.29 FT. TO A 5/8" DIA. IRON PIN TAGGED #4570 FOUND ON THE WESTERLY RIGHT OF WAY OF THE CONRAIL RAILROAD;

THENCE SOUTH 24 DEGREES 08 MINUTES 54 SECONDS EAST 519.01 FT. TO THE P.C. OF A CURVE (STA. 5267+16.80 CONRAIL);

THENCE ALONG THE ARC OF A CURVE TO THE LEFT 325.92 FT. TO A 5/8" DIA. IRON PIN TAGGED #4570 FOUND, SAID CURVE HAS A RADIUS OF 2272.49 FT. (HIGHWAY DEFINITION), A CENTRAL ANGLE OF 08 DEGREES 13 MINUTES 02 SECONDS, A CHORD OF 325.64 FT. AND A CHORD BEARING SOUTH 28 DEGREES 15 MINUTES 25 SECONDS EAST;

THENCE SOUTH 32 DEGREES 21 MINUTES 56 SECONDS 193.16 FT. TO A 5/8" DIA. IRON PIN TAGGED #4570 FOUND ON THE NORTHERLY RIGHT OF WAY OF THE OHIO TURNPIKE;

THENCE NORTH 89 DEGREES 29 MINUTES 03 SECONDS WEST 978.89 FT. ALONG

THE NORTHERLY RIGHT OF WAY LINE OF THE OHIO TURNPIKE TO THE P.T. OF A CURVE AT STATION 513+32.47 AHEAD;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 595.59 FT. TO THE TRUE PLACE OF BEGINNING, SAID CURVE HAS A CENTRAL ANGLE OF 02 DEGREES 00 MINUTES 25 SECONDS, A RADIUS OF 17,003.25 FT. A CHORD OF 595.55 AND A CHORD BEARING OF NORTH 88 DEGREES 28 MINUTES 50 SECONDS WEST, CONTAINING 27.4628 ACRES OF LAND MORE OR LESS BUT SUBJECT TO ALL LEGAL HIGHWAYS OR EASEMENTS OF RECORD.

AS SURVEYED BY JAMES N. CONNOR, REGISTERED SURVEYOR #4570, DECEMBER 1992. (JOB #9211-8). – RESURVEYED AND REDESCRIBED BY JAY T. DUNLAP, PLS 6250 OF CAMPBELL AND ASSOCIATES, INC.

THIS IS A COMPOSITE DESCRIPTION OF PROPERTY PREVIOUSLY OWNED BY STEPHEN SZARAS, PARCEL 1, VOL. 4475 PG. 398 AND PARCEL 2, VOL. 4475 PG. 398 AND O.R. 991-342 AND THE REMAINDER OF PROPERTY PREVIOUSLY OWNED BY S.H. SZARAS ETAL, PARCEL 3, O.R. 991 PG. 339.

EXHIBIT B

LEGAL DESCRIPTION OF THE LEASED PROPERTY

DESCRIPTION OF 0.011 ACRE LAND SPACE
FOR CELLCO PARTNERSHIP, DBA VERIZON WIRELESS
FROM LANDS OWNED BY CITY OF HUDSON, OHIO
SUMMIT COUNTY, OHIO

This is a description for Cellco Partnership, dba Verizon Wireless, of a 0.011 acre Land Space, all out of that 27.4628 acre tract of land owned by the City of Hudson, Ohio, of record in Official Record Volume 2329, Page 934, all references to records being on file in the Office of the Recorder, Summit County, Ohio.

Situate in Outlot 73 of the City of Hudson, County of Summit, State of Ohio, and being a 0.011 acre Land Space, all out of that 27.4628 acre tract of land owned by the City of Hudson, Ohio, of record in Official Record Volume 2329, Page 934, said 0.011 acre Land Space being more particularly described as follows:

The **Point of Reference** being a monument found at the intersection of West Prospect Street, with Hunting Hollow Drive; Thence North 19°08'12" West, along the centerline of West Prospect Street, a distance of 624.85 feet to a point at the northeast corner of a 6.1058 acre tract of land owned by John W. and Mary K. Jaeger, of record in Reception No. 54319042, being a southeasterly corner of a 176.864 acre tract of land owned by the City of Hudson, of record in Reception No. 56200999, and identified therein as Parcel 1; Thence South 89°19'39" West, along the north line of said 6.1058 acre tract, being a southerly line of said 176.864 acre tract, and along a the south line of a 0.372 acre tract of land owned by Ohio Turnpike Commission, of record in Reception No. 55113508, and identified therein as Parcel 4-WD-1, passing across the Norfolk Southern Combined Railroad right of way, and along the south line of a 0.127 acre tract of land owned by Ohio Turnpike Commission, of record in Reception No. 55113508, and identified therein as Parcel 4-WD, and continuing along a southerly line of said 176.864 acre tract, and the northerly line of said 27.4628 acre tract, a distance of 834.45 feet to a point at the northwesterly corner of a 0.0561 acre Access and Utility Easement, of record in Reception No. 55824484, and identified therein as Exhibit F, passing a solid iron bar found at a distance of 31.73 feet, and a solid iron bar found at a distance of 803.17 feet marking the southwest corner of said Parcel 4-WD, being a corner of said 176.864 acre tract, and being the northeast corner of said 27.4628 acre tract; Thence South 22°59'52" East, into said 27.4628 acre tract, and along the westerly perimeter of said 0.0561 acre Access and Utility Easement, a distance of 56.20 feet to a point; Thence South 49°13'59" West, along the westerly perimeter of said 0.0561 acre Access and Utility Easement, a distance of 18.53 feet to an iron pin set and being the True Place of Beginning of the herein described 0.011 acre Land Space, and being the northeast corner of a 0.0313 acre Lease Area, of record in said Reception No. 55824484, and identified

therein as Exhibit C;

Thence South 67°00'08" West, along the northwesterly line of said 0.0313 acre Lease Area, a distance of 32.00 feet to an iron pin set;

Thence North 22°59'52" West, a distance of 15.00 feet to an iron pin set;

Thence North 67°00'08" East, a distance of 32.00 feet to an iron pin set;

Thence South 22°59'52" East, a distance of 15.00 feet to the True Place of Beginning, containing 0.011 acre (480 square feet).

For the purpose of this description, a bearing of North 89°19'39" West, was used on the northerly line of that 6.1058 acre tract of land owned by John W. and Mary K. Jaeger, of record in Reception No. 54319042, on file in the Office of the Recorder, Summit County, Ohio. Said bearing based upon the Ohio North Zone - State Plane Coordinate System.

EXHIBIT C
SITE PLAN
AND
DETAILED SPECIFICATIONS

[See attached]

EXHIBIT D
THE EASEMENT AGREEMENT

[See Attached]