

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the City Manager to Execute the Small Cell Agreement (“Agreement”) between the City of Lowell and Cellco Partnership d/b/a Verizon Wireless.

The City has a direct interest in encouraging the improvement of wireless communications infrastructure in order to ensure that the City and its residents, businesses, and visitors have the best opportunity to reliably access the highest quality wireless networks and make use of advanced wireless services and applications; and

Reliable and robust wireless communications enhance the City’s business climate and support its reputation as a center of technology, an attractive location for young adults, and a desirable place generally to live, work, and visit; and

The City owns and maintains within the public rights-of-way, and on other City-owned property, light poles, traffic signals, and other infrastructure, some of which is potentially suitable for the attachment of antennas and other equipment and cabling used in the provision of wireless communications services; and

Verizon desires to improve its wireless network in Lowell through a process referred to in the wireless industry as “densification” by the use of so-called small cells. Verizon’s initial small cell deployment in Lowell consists of approximately 48 separate small cell locations (the “Initial Deployment”), one of the largest deployments planned by Verizon in a single New England municipality at the time of this Agreement.

Verizon will compensate the City for the placement of its proposed small cells; and

The City will work with Verizon to create certainty and predictability with respect to the City's review and approval of Verizon's proposed small cells.

BE IT VOTED BY THE CITY COUNCIL OF THE CITY OF LOWELL:

That the City Manager be and is hereby authorized and directed to execute and deliver the Small Cell Agreement, and such additional and ancillary documents described therein in a form substantially similar to those attached hereto, with Cellco Partnership d/b/a Verizon Wireless.

V:verizonsmallcelllease

SMALL CELL AGREEMENT

BETWEEN

THE CITY OF LOWELL

AND

VERIZON WIRELESS

This Small Cell Agreement ("Agreement"), effective as of the later of the dates on which it is signed below, is made by and between the **CITY OF LOWELL**, a municipal corporation within the County of Middlesex and the Commonwealth of Massachusetts, hereinafter referred to as "City", and **CELLCO PARTNERSHIP, d/b/a VERIZON WIRELESS**, a Delaware general partnership, hereinafter referred to as "Verizon", with reference to the following facts:

A. The City has a direct interest in encouraging the improvement of wireless communications infrastructure in order to ensure that the City and its residents, businesses, and visitors have the best opportunity to reliably access the highest quality wireless networks and make use of advanced wireless services and applications.

B. Reliable and robust wireless communications enhance the City's business climate and support its reputation as a center of technology, an attractive location for young adults, and a desirable place generally to live, work, and visit.

C. Reliable wireless communications benefit the public by enhancing community safety and improving emergency response.

D. The City owns and maintains within the public rights-of-way, and on other City-owned property, light poles, traffic signals, street furniture, and other infrastructure, some of which is potentially suitable for the attachment of antennas and other equipment and cabling used in the provision of wireless communications services.

E. Verizon desires to improve its wireless network in Lowell through a process referred to in the wireless industry as "densification" by the use of so-called small cells. Verizon's initial small cell deployment in Lowell consists of approximately 48 separate small cell locations (the "Initial Deployment"), one of the largest deployments planned by Verizon in a single New England municipality at the time of this Agreement¹.

F. Verizon is willing to provide a Smart Communities proof-of-concept test in conjunction with its small cell initiative

¹ Once Verizon has a chance to evaluate its initial deployment of small cells, it is expected that Verizon will need to augment its network in Lowell with additional sites in the future.

G. The City is willing to work with Verizon to create certainty and predictability with respect to the City's review and approval of Verizon's proposed small cells.

NOW, THEREFORE, in consideration of the terms and conditions contained in this Agreement, the parties hereto, intending to be legally bound hereby, agrees as follows:

1.0 **DEFINITIONS**

Except as otherwise defined herein, the following terms shall, when capitalized, have the meanings given below:

1.1 "City Poles" means City-owned poles, such as street light poles or traffic light poles, street furniture, and similar assets owned by the City and located in the Public Rights-of-Way.

1.2 "City Property Poles" means City Poles located outside of the Public Rights-of-Way on property which is owned, or is otherwise controlled through easement or lease, by the City ("City-owned Property").

1.3 "FCC" means the Federal Communications Commission.

1.4 "Non-City Poles" means new or existing poles owned by private parties, including public utility companies. Non-City Poles may be located in the Public Rights-of-Way, or on City-owned Property, or on private property.

1.5 "Small Cells" means the antenna, fiber optic and power cables and connections, remote radio heads, brackets, devices, junction boxes, conduits, meters, and other related equipment or similar technology deployed or to be deployed by Verizon to enhance network coverage and/or capacity in a limited target area. Small Cells are often installed on utility poles, transit poles, street lights, signal light poles and the like.

2.0 **TERM OF AGREEMENT**

This Agreement shall be effective as of the Effective Date and shall extend for a term of fifteen (15) years, unless it is earlier terminated by either party in accordance with the provisions herein. The parties may, upon mutual agreement, extend the term of this Agreement for one additional term of five (5) years on the same terms and conditions as set forth herein, or upon additional terms mutually agreed upon by the parties, provided Verizon is not in default of any of its obligations under this Agreement at the time of renewal. Additional terms will be subject to mutual agreement to be executed by the parties hereto.

3.0 **LEASES OF CITY PROPERTY**

3.1 The 48 Small Cells that comprise Verizon's Initial Deployment consist of the following:

- 3.1.1 1 City Pole (EXHIBIT B-91 Dutton Street)
- 3.1.2 2 City Property Poles, (EXHIBIT A-965 Bridge Street and EXHIBIT C-11 Post Office Square (Rooftop of George Ayotte Garage), and
- 3.1.3 45 Non-City Poles

3.2 One of the City Property Poles described in Sections 3.1.2, above, is already the subject of a fully executed lease between Verizon and the City (the "SC02 Lease".) The Parties desire to amend the SC02 Lease and the First Amendment thereto is attached to this Agreement as **Exhibit A**.

3.3 The other City Property Pole referenced in Section 3.1.2, and the City Pole referenced in Section 3.1.1, are described in the leases attached hereto as **Exhibits B and C**. (The attachments to these leases will be provided once the City and Verizon have met on site and agreed as to the specific locations and designs of the proposed installations. Verizon shall not, and has no right to, install Small Cells equipment at these sites prior to such agreement.)

3.4 By the City Council's resolution to approve this Agreement and authorize its execution, delivery, and performance by the City employees and officers named below, the City Council shall simultaneously and automatically also approve the amendment and leases attached hereto as Exhibits A, B, and C.

4.0 **APPROVAL OF SMALL CELLS WITHIN PUBLIC RIGHTS-OF-WAY**

4.1 With respect to the 48 Small Cells that comprise Verizon's Initial Deployment:

- 4.1.1 44 are on poles located within the Public Rights-of-Way;
- 4.1.2 3 are on other City-owned or controlled land; and
- 4.1.3 1 is on private property.

4.2 All Small Cells that are part of the Initial Deployment have already received Special Permits from the Lowell Zoning Board of Adjustment.

4.3 Petitions for grants of location ("GOL Petitions"), pursuant to Massachusetts General Laws Chapter 166, Section 22, have been filed with the City Council for all Small Cells that are part of the Initial Deployment and which are in the Public Rights-of-Way. A list of the GOL Petitions are attached hereto as **Exhibit D**. Even though the GOL Petitions for the Initial Deployment have been pending for more than the time allowed under the FCC's Shot Clock Rule, Verizon has agreed to extend the deadline for action in order to facilitate the dialogue and negotiations with the City that resulted in this Agreement.

4.4 By the City Council's resolution to approve this Agreement and authorize its execution, delivery, and performance by the City employees and officers named below, the City Council shall simultaneously and automatically also approve the GOL Petitions set forth on the list attached hereto as Exhibit D.

4.5 Thereafter, the Small Cells making up the Initial Deployment shall require electrical permits only and the City agrees to process those electrical permit applications as soon as practicable after Verizon or its contractor submits them, and, in any event, within not longer than five (5) business days of the submission of each application.

5.0 **FUTURE DEPLOYMENTS OF SMALL CELLS**

5.1 Following the Initial Deployment, future Small Cells proposed for the Public Rights-of-Way shall not require special permits or any other form of zoning review but shall only require grants of location.

5.2 Future GOL Petitions shall be handled as follows:

5.2.1 Verizon shall file future GOL Petitions with both the City Clerk and the City Engineer.

5.2.2 The City Clerk shall refer the Petitions to the City Council's Technology Review Subcommittee.

5.2.3 The City Engineer shall provide her input to the Technology Review Subcommittee.

5.2.4 Following input from the City Engineer and a public hearing, the Technology Review Subcommittee shall forward the GOL Petitions to the full City Council with its recommendation.

5.3 Following City Council approval, the Small Cells shall require electrical permits only and the City agrees to process those applications as soon as practicable after Verizon or its contractor submits them and, in any event, within not longer than five (5) business days of the submission of each application.

5.4 City processing of future GOL Petitions shall comply with the FCC Shot Clock for municipal action on collocation applications set forth in FCC Declaratory Ruling (FCC 09-99) dated November 18, 2009.

6.0 **SMART COMMUNITIES PROOF OF CONCEPT**

6.1 As soon as practicable after full execution of this Agreement, the parties shall negotiate and execute a mutually agreeable contract providing for a Smart Communities proof-of-concept trial.

6.2 By the City Council's resolution to approve this Agreement and authorize its execution, delivery, and performance by the City employees and officers named below, the City Council shall simultaneously and automatically also authorize the City Manager to negotiate and execute the Proof-of-Concept agreement referred to in Section 6.1, above.

7.0 **PUBLIC RIGHTS-OF-WAY**

Any and all rights expressly granted to Verizon under this Agreement, which shall be exercised at Verizon's sole cost and expense, shall be subject to the prior and continuing right of City under applicable laws to use any and all parts of the Public Rights-of-Way exclusively or concurrently with any other person or entity and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect the Public Rights-of-Way. Nothing in this Agreement shall be deemed to grant, convey, create, or vest in Verizon a real property interest in land, including any fee, leasehold interest, or easement.

8.0 **REMOVAL OF SMALL CELLS AT END OF TERM**

If Verizon or its successors in interest discontinue or abandon use of its Small Cells within the Public Rights-of-Way or upon any City-owned Property, or otherwise terminate, or decline to renew this Agreement, or if this Agreement expires on its express terms without a request for renewal from Verizon, then ownership of the Small Cells shall automatically transfer to the City at no cost to the City, unless Verizon removes its Small Cells before expiration, or within a reasonable period of time thereafter.

9.0 **CONTROL/OPERATION OF SMALL CELLS DURING TERM**

City agrees and acknowledges that it has no right to use any of the Small Cells within the Verizon network. Furthermore, City shall have no right to perform work on Verizon's Small Cell network.

10.0 **SC02 LEASE**

Small Cells maintained by Verizon in the City's public rights-of-way shall be subject to the provisions of Section 2.2 of the attached Exhibit A.

11.0 **INSURANCE**

Verizon shall provide City a copy of a property insurance binder for the telecommunications system owned and operated by Verizon within the City, which lists the City as an additional insured.

12.0 **COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which may be delivered by facsimile or scan and shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

13.0 **QUALITY OF WORKMANSHIP**

Verizon shall maintain its network in a good and workman like manner, free from all material defects during the term of this Agreement.

14.0 **DISPUTE RESOLUTION**

Should any dispute arise from this Agreement, the venue for such dispute shall lie in Middlesex County, Massachusetts, or the federal district court in Boston, Massachusetts.

15.0 **BREACH**

Should Verizon breach this Agreement, City shall give Verizon ninety (90) days prior written notice to cure such breach. If Verizon does not cure such breach within this time frame, or cannot provide reasonable proof that the issue causing such breach is being addressed but is taking longer to resolve or cure, Verizon shall pay Five Hundred Dollars (\$500.00) per year for each utility pole to which the default applies until Verizon cures the breach or provides such proof.

16.0 **APPLICABLE LAWS**

This Agreement is subject to all laws, federal, state, and local, which are applicable to this Agreement, and it is presumed that Verizon is cognizant thereof. If, while this Agreement is in effect, there is a change in federal, state or local law regarding the siting or installation of small wireless facilities or the authority of municipalities to regulate or impose conditions on such activity, the parties agree that notwithstanding any other provision of law or this Agreement they shall, within 90 days of notice from Verizon of such change of law, modify this Agreement to conform to the change in law.

17.0 **CITY ORDINANCE**

Verizon agrees that its attention has been called to the provisions of the "Reserve System" Ordinance of the City of Lowell, which is now incorporated in the "The Code of Ordinances City of Lowell, Massachusetts", passed by the City Council on April 26, 1988, and amendments thereto, and that each purchase order, so-called, issued in accordance with Section 7-76 of said Code to cover the services to be rendered under this Agreement shall be made a part hereof by reference.

18.0 **INDEMINFICATION**

It is further agreed by Verizon that, in the event the City is sued in a court of law or equity, or demand is made upon the City, for payment of any damages arising out of Verizon's performance or non-performance of this Agreement, then Verizon, without reservation, shall indemnify and hold harmless the City against any and all claims arising out of the Verizon's performance or non-performance of this Agreement.

19.0 **NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

20.0 **CONTRACT PERFORMANCE RECORD**

It is understood and agreed by the City and Verizon that pursuant to the Code of the City of Lowell, Section 20-11, a Contract Performance Record Form must be completed on this contract by the Department Head or his/her designee, who is supervising this contract, and such Contract Performance Record Form must be submitted to the City Manager, City Auditor, and Purchasing Agent prior to release of final payment under this contract. If requested by Verizon a copy of the Contract Performance Record Form shall be furnished to Verizon.

21.0 **TAX STATUS**

Verizon certifies that any and all taxes and municipal fees due and owing to the City of Lowell have been paid in full.

22.0 **EXHIBITS**

The following Exhibits are attached hereto and incorporated herein by reference:

- A 1st Amendment to SC02 Lease
- B, C Unexecuted leases between Verizon and City
- D Grant of Location Petitions

[This space left blank intentionally.
Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

APPROVED:

Kevin J. Murphy
City Manager

Lynn Cox
Cellco Partnership d/b/a Verizon Wireless
Title: _____
Date: _____

Federal I.D. or Social Security No.

APPROVED AS TO FORM:

CITY OF LOWELL

Christine O'Connor
City Solicitor

Miran Fernandez
Chief Information Officer

Date

Date

FIRST AMENDMENT TO LEASE (EXHIBIT A)

THIS FIRST AMENDMENT TO LEASE (“1st Amendment”), effective as of the later of the dates on which it is signed below, is made by and between the City of Lowell, a Massachusetts municipal corporation, with its principal offices located at 375 Merrimack Street, Lowell, Massachusetts, 01852 (“LESSOR”), and Cellco Partnership, d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (“LESSEE”), with reference to the following facts:

RECITALS:

A. LESSEE is the successor-in-interest to Bell Atlantic Mobile of Massachusetts Corporation, Ltd., which, with LESSOR, entered into that certain Lease Agreement dated September 2, 2015 (the “Lease”) for the lease of certain space on an existing light pole located at 965 Bridge Street, Lowell, Massachusetts.

B. LESSOR and LESSEE desire to amend the Lease as hereinafter described.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for such other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

1.0 **Commencement Date and Rental Payments.**

1.1 Section 3 of the Lease governs the Commencement Date.

1.1.1 The first sentence of Section 3 states that the initial term “*shall commence on the first day of the month following the day that LESSEE commences installation of the equipment on the Premises[.]*”

1.1.2 The third sentence of Section 3 states that “*LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date.*”

1.2 As Amended.

1.2.1 The quoted language from the Lease in Sections 1.1.1 and 1.1.2 is hereby deleted.

1.2.2 The following text is added to the end of the first paragraph in Section 3 of the Lease: “*The Agreement shall commence based upon the date of the full execution of the Small Cell Agreement between LESSOR and LESSEE (“Small Cell Agreement”). In the event the Small Cell Agreement full execution date falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month, and if*

¹ The Parties agree that this 1st Amendment and the Small Cell Agreement shall be fully executed simultaneously.

such date falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the “Commencement Date”). LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 1.”

1.2.3 Section 3. Term; Rental of the lease is hereby ratified and confirmed such that the yearly rent remains at Six Thousand Dollars \$6,000.00 with a three percent (3%) increase on each annual anniversary.

2.0 **Additional Consideration.** As additional consideration for the delay between the full execution of the Lease and its Commencement Date, LESSEE agrees to pay LESSOR the following:

2.1 LESSEE shall pay to LESSOR a one-time payment in the amount of Twenty Thousand Dollars (\$20,000.00) within sixty (60) days of the Commencement Date.

2.2 Beginning in January 2018, LESSEE shall pay LESSOR annually a sum equal to Fifty Dollars (\$50.00) per year for each Small Cell (as defined in the Small Cell Agreement), that LESSEE maintains in the public right-of-way, subject to the following:

2.2.1 The amount shall be paid each year by the end of January.

2.2.2 The amount shall be based on the number of Small Cells the LESSEE maintained in the public rights-of-way as of the preceding December 31st.

2.2.3 The \$50 amount shall increase by two percent (2%) each year, beginning with the payment due in January, 2019, with respect to Small Cells in existence on December 31, 2018.

3.0 **Section 2.0 Fees.**

3.1 The fees described in Section 2.0 above shall be in lieu of any and other permit, inspection, right-of-way fee or charge, including without limitation, taxes or charges the LESSOR could impose under Section 253(c) of the 1996 federal Telecommunications Act.

3.2 In the event of a change of state or federal law or regulation after the effective date of this Amendment governing municipal fees or changes applicable to Small Cells or comparable technology, LESSEE shall be entitled to an adjustment to the sums paid under Section 2.2 of this Amendment. LESSEE must deliver a written notice to LESSOR identifying the change of law and the impact of that change of law.

4.0 **Lease Exhibit.** Exhibit A to the Lease is hereby replaced and superseded by Exhibit A-1 attached hereto and made a part hereof. All references to Exhibit A contained in the Lease shall hereby refer to Exhibit A-1 as modified hereby.

5.0 **Miscellaneous.**

5.1 Capitalized terms not defined herein shall have the meanings given such terms under the Lease.

5.2 This Amendment may be executed in multiple counterparts, each of which, when executed by the parties to this Amendment, shall be deemed an original, and all of which counterparts together shall constitute one and the same agreement.

5.3 In case of any inconsistencies between the terms and conditions contained in this Amendment or the Lease, the terms and conditions in this Amendment shall control.

5.4 The parties agree that the Small Cell agreement and this Amendment shall be fully executed at the same time.

IN WITNESS WHEREOF, the parties have executed this Amendment to Lease effective as of the day and year first above written.

LESSOR:

City of Lowell

By: _____
Name: _____
Its: _____
Date: _____

LESSEE:

**CELLCO Partnership, d/b/a
Verizon Wireless**

By: _____
Name: _____
Its: _____
Date: _____

EXHIBIT A-1

965 BRIDGE STREET, LOWELL, MA 01850

LOWELL MA SC02



LEASE EXHIBIT

Hudson Design Group LLC

1600 OSGOOD STREET
BUILDING 20 NORTH, SUITE 3090
N. ANDOVER, MA 01845

TEL: (978) 557-5553
FAX: (978) 336-5586

CHECKED BY: JX

APPROVED BY: DPH

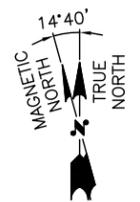
SUBMITTALS			
REV.	DATE	DESCRIPTION	BY
4	04/07/17	REVISED PER NEW STANDARDS	CL
3	03/07/16	REVISED PER COMMENTS	RP
2	07/21/15	REVISED PER COMMENTS	MT
1	04/29/15	REVISED PER COMMENTS	HH
0	06/27/14	LEASE EXHIBIT	PM

SITE NAME:
LOWELL MA SC02

SITE ADDRESS:
965 BRIDGE STREET
LOWELL, MA 01850

SHEET TITLE
KEY PLAN

SHEET NUMBER
L-1



KEY PLAN
SCALE: N.T.S.

1
L-1

FIELD INSPECTION DATE: 06-19-2014

APPROXIMATE COORDINATES: LAT: N42° 39' 35.50"
LONG: W71° 18' 02.26"

© 2015 GOOGLE

LEASE EXHIBIT

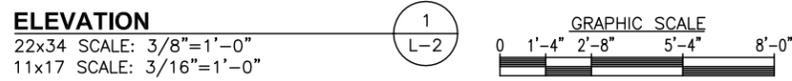
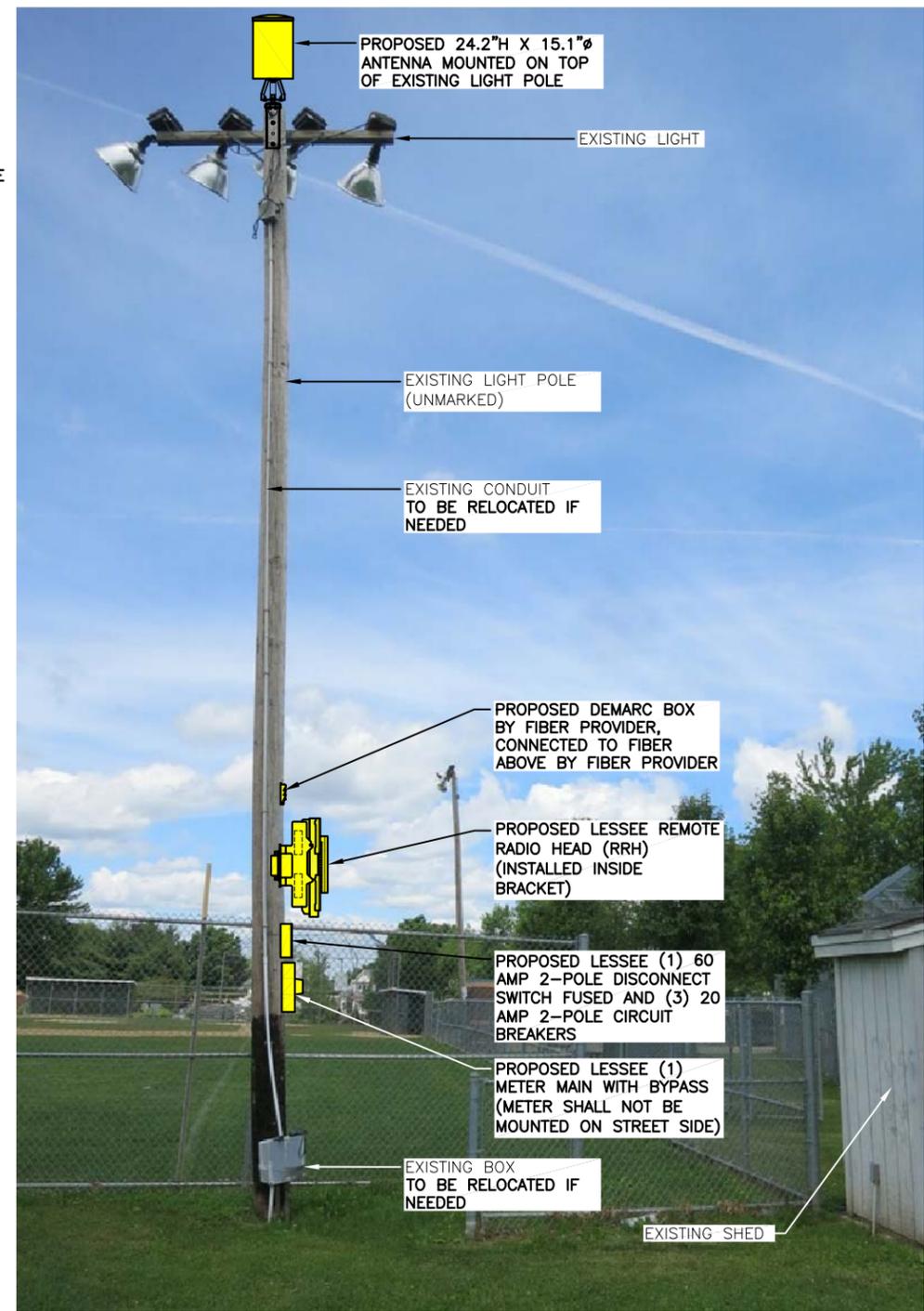
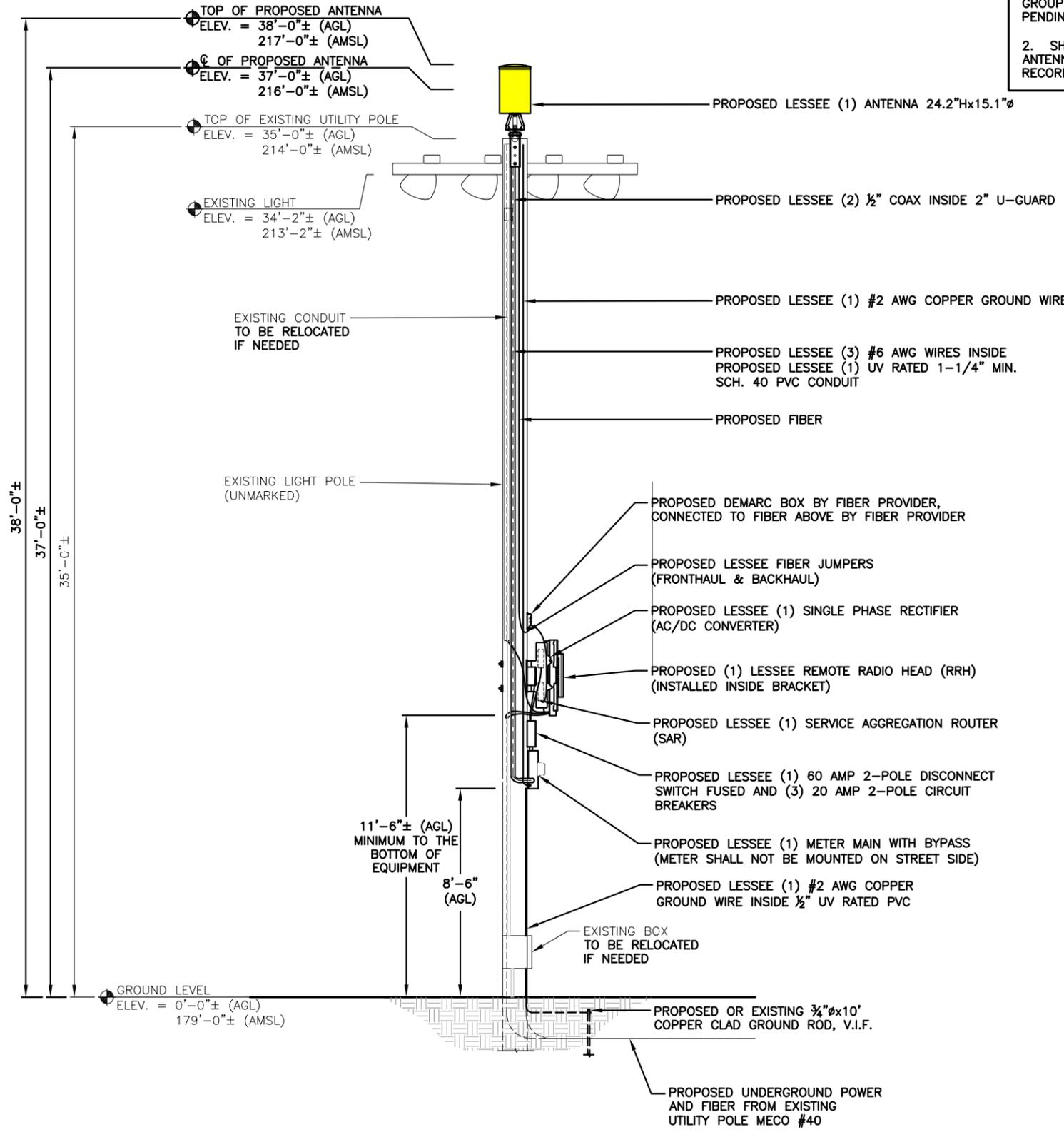
NOTES:

1. AN ANALYSIS OF THE CAPACITY OF THE EXISTING STRUCTURE TO SUPPORT THE PROPOSED LOADING HAS NOT BEEN COMPLETED BY HUDSON DESIGN GROUP, LLC. DRAWINGS ARE SUBJECT TO CHANGE PENDING OUTCOME OF A STRUCTURAL ANALYSIS.
2. SHOP DRAWINGS OF FINAL EXTENSION AND/OR ANTENNA MOUNT TO BE PROVIDED TO ENGINEER OF RECORD PRIOR TO CONSTRUCTION.

LEASE EXHIBIT

THIS LEASE PLAN IS DIAGRAMMATIC IN NATURE AND IS INTENDED TO PROVIDE GENERAL INFORMATION REGARDING THE LOCATION AND SIZE OF THE PROPOSED WIRELESS COMMUNICATION FACILITY. THE SITE LAYOUT WILL BE FINALIZED UPON COMPLETION OF SITE SURVEY AND FACILITY DESIGN.

APPROXIMATE COORDINATES: LAT: N42° 39' 35.50"
LONG: W71° 18' 02.26"



EXISTING PHOTO DETAIL
SCALE: N.T.S.

2
L-2

Hudson Design Group LLC
1600 OSGOOD STREET
BUILDING 20 NORTH, SUITE 3090
N. ANDOVER, MA 01845
TEL: (978) 557-5553
FAX: (978) 336-5586

CHECKED BY: JX

APPROVED BY: DPH

SUBMITTALS

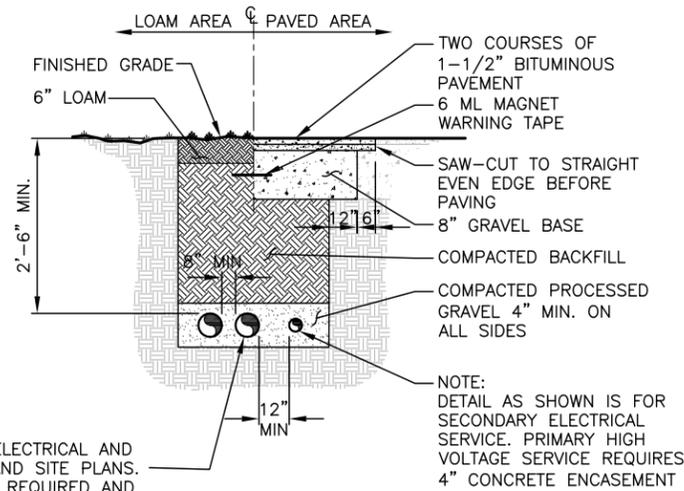
REV.	DATE	DESCRIPTION	BY
4	04/07/17	REVISED PER NEW STANDARDS	CL
3	03/07/16	REVISED PER COMMENTS	RP
2	07/21/15	REVISED PER COMMENTS	MT
1	04/29/15	REVISED PER COMMENTS	HH
0	06/27/14	LEASE EXHIBIT	PM

SITE NAME:
LOWELL MA SC02

SITE ADDRESS:
965 BRIDGE STREET
LOWELL, MA 01850

SHEET TITLE
ELEVATION & PHOTO

SHEET NUMBER
L-2

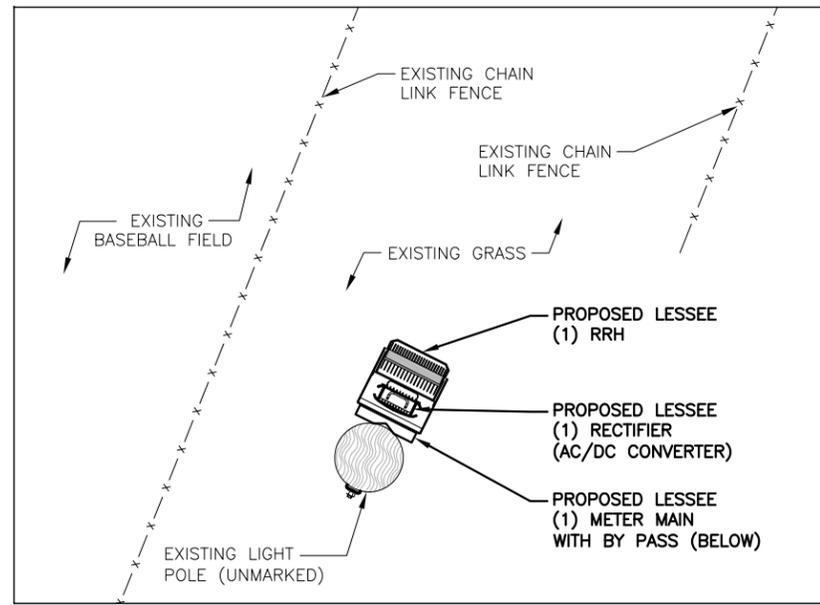


BURIED CONDUIT DETAIL 1
SCALE: N.T.S

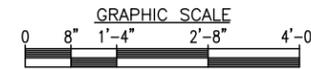
SCHEDULE 40 CONDUITS FOR NEW ELECTRICAL AND TELEPHONE SERVICES, SEE UTILITY AND SITE PLANS. PROVIDE APPROVED PULL BOXES AS REQUIRED AND COORDINATE INSTALLATION W/ ALL UTILITY COMPANIES FOR INTERFACING AT TERMINATION POINTS. PROVIDE FULL LENGTH PULL ROPES (TYP.)

NOTE: DETAIL AS SHOWN IS FOR SECONDARY ELECTRICAL SERVICE. PRIMARY HIGH VOLTAGE SERVICE REQUIRES 4\"/>

INSTALL (2) PULL STRINGS AND CAP THE TELCO CONDUITS INSIDE THE VAULT AND MESA CABINET TO AVOID WATER/ICE FILL UP.



RRH PLAN 2
22x34 SCALE: 3/4\"/>

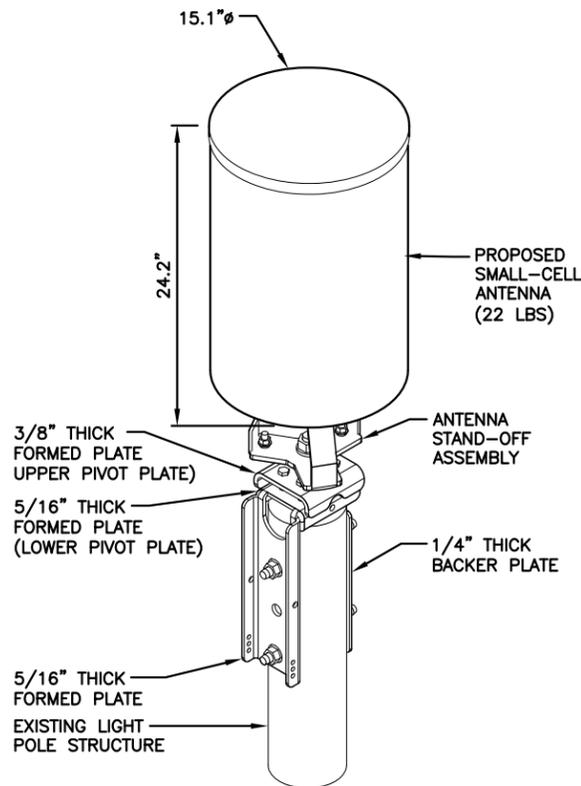


LEASE EXHIBIT:
THIS LEASE PLAN IS DIAGRAMMATIC IN NATURE AND IS INTENDED TO PROVIDE GENERAL INFORMATION REGARDING THE LOCATION AND SIZE OF THE PROPOSED WIRELESS COMMUNICATION FACILITY. THE SITE LAYOUT WILL BE FINALIZED UPON COMPLETION OF SITE SURVEY AND FACILITY DESIGN.

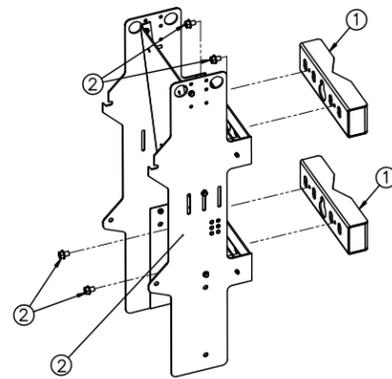
STRUCTURAL NOTE:
1. AN ANALYSIS OF THE CAPACITY OF THE EXISTING STRUCTURE TO SUPPORT THE PROPOSED LOADING HAS NOT BEEN COMPLETED BY HUDSON DESIGN GROUP, LLC. DRAWINGS ARE SUBJECT TO CHANGE PENDING OUTCOME OF A STRUCTURAL ANALYSIS.
2. SHOP DRAWINGS OF FINAL EXTENSION AND/OR ANTENNA MOUNT TO BE PROVIDED TO ENGINEER OF RECORD PRIOR TO CONSTRUCTION.

ELECTRICAL NOTES:
120-240V, 1-PHASE, 3 WIRE:
USE MILBANK MODEL NO.:
U2272-RL-5T9-BL METER SOCKET

USE SQUARE D MODEL NO.:
QO816L100RBCP LOAD CENTER



ANTENNA MOUNT DETAIL 3
SCALE: N.T.S

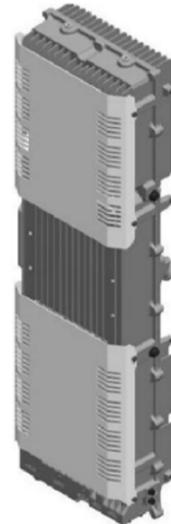


RRH & MOUNTING BRACKET 4
SCALE: N.T.S

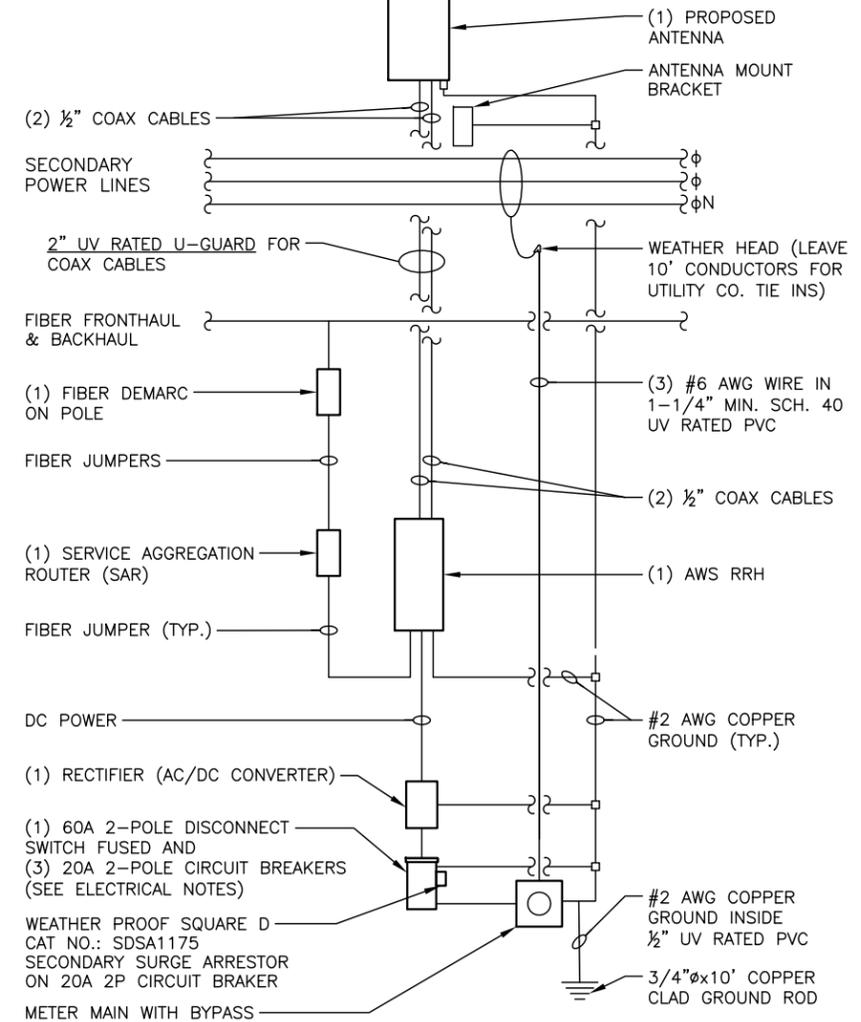
WIRELESS CONSTRUCTION, INC. POLE/WALL MOUNT FOR SINGLE RADIO BRACKET

ITEM	DESCRIPTION	QTY.
1	MOUNT	2
2	AWS RRH RACK W/ SUPPLIED HARDWARE	1

- (1) SINGLE RRH BRACKET - 27"x3"x2" - 19 LBS
- (1) AWS RRH - 36.6"Hx10.6"Wx5.7"D - 55 LBS
- (1) RECTIFIER - 14.1"Hx8.3"Wx3.5"D - 14.1 LBS
- (1) ROUTER - 2.6"Hx15"Wx10"D -



AWS RRH



GENERAL WIRING DIAGRAM - SINGLE RRH 5
SCALE: N.T.S

LEASE EXHIBIT



1600 OSGOOD STREET
BUILDING 20 NORTH, SUITE 3090 TEL: (978) 557-5553
N. ANDOVER, MA 01845 FAX: (978) 336-5586

CHECKED BY: JX

APPROVED BY: DPH

SUBMITTALS

REV.	DATE	DESCRIPTION	BY
4	04/07/17	REVISED PER NEW STANDARDS	CL
3	03/07/16	REVISED PER COMMENTS	RP
2	07/21/15	REVISED PER COMMENTS	MT
1	04/29/15	REVISED PER COMMENTS	HH
0	06/27/14	LEASE EXHIBIT	PM

SITE NAME:
LOWELL MA SC02

SITE ADDRESS:
965 BRIDGE STREET
LOWELL, MA 01850

SHEET TITLE
EQUIPMENT DETAILS

SHEET NUMBER
L-3

(EXHIBIT B)

LEASE AGREEMENT

This Lease Agreement (the "Agreement") made this _____ day of _____, 2017, between the **City of Lowell**, a Massachusetts municipal corporation, with its principal offices located at 375 Merrimack Street, Lowell, Massachusetts 01852, hereinafter designated LESSOR and **Cellco Partnership d/b/a Verizon Wireless** with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

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

1. **GRANT.** In accordance with this Agreement, LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment ("Use") in and/or upon that certain existing light pole (the "Equipment Space") owned, leased or controlled by LESSOR at 91 Dutton Street, Lowell, Merrimack County, Massachusetts (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. LESSEE's communications equipment will be installed on the light pole for the installation, operation and maintenance of wires, cables, conduits and pipes (the "Cabling Space") running between the Equipment Space and to all necessary electrical and telephone utility sources located on the Property for the purpose of installation, operation and maintenance of LESSEE's communications facility. The Equipment Space and Cabling Space are hereinafter collectively referred to as the "Premises" and are as shown on Exhibit "B" attached hereto and made a part hereof.

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

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

4. **RENTAL.**

(a) Rental payments shall begin on the Commencement Date and be due at a total annual rental of \$2,400.00, to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at the address set forth above, or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 20 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment shall not be delivered by LESSEE until 60 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay

rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of Lessee. During the Initial Term and any Renewal Terms, annual rent shall be increased on each anniversary of the Commencement Date to an amount equal to 2% of the annual Rent in effect immediately prior to the anniversary date.

(b) For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

5. ACCESS. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment. The Premises shall include (1) such additional space necessary for the installation, operation and maintenance of wires, cables, conduits and pipes running between and among the various portion of the Premises and to all necessary electrical, telephone, fiber and other similar support services located within the Property or the nearest public right of way, and (2) such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 26). In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR.

6. ELECTRICAL. LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE at the Premises and LESSEE shall pay the utility company directly.

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

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory structural analysis of the building or other structure that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to LESSEE's Use.

9. TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the

right to terminate this Agreement upon the anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

10. MAINTENANCE. LESSEE will maintain LESSEE's communications equipment within the Premises in good condition, reasonable wear and tear and casualty damage excepted. LESSOR shall maintain, in good operating condition and repair, the structural elements of the light pole and the Premises.

11. INDEMNIFICATION. Subject to Paragraph 12, below, the LESSEE shall indemnify and hold LESSOR harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of LESSEE, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of LESSOR, or its employees, contractors or agents..

12. INSURANCE.

(a) LESSEE agrees that at its own cost and expense, it will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSEE will include LESSOR as an additional insured. LESSEE shall, prior to exercising its rights pursuant to this Agreement, furnish to LESSOR certificates of insurance evidencing the requirements under this paragraph.

(b) The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

13. INTERFERENCE.

(a) LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE.

(b) Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Operations Center (at (800) 224-6620/(800) 621-2622) or to LESSOR at (_____), the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

(c) The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the

right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. Upon expiration or within 90 days of earlier termination, LESSEE shall remove LESSEE's Communications Equipment and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws.

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

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

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or

transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

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

19. ASSIGNMENT. This Agreement may not be sold, assigned or transferred by one party without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder.

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

LESSOR: City of Lowell
375 Merrimack Street
Lowell, Massachusetts 01852
Attention: _____

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

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

21. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the

allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 21 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

22. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

23. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of LESSOR's property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

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

25. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, Lessee may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

26. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, permits, codes, regulations and like requirements now in effect or which may hereafter come into effect (collectively "Laws"). LESSEE shall, in respect to the Premises and at LESSEE's sole cost and expense, comply with all Laws relating solely to LESSEE's specific and unique nature of use of the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

27. TAXES.

(a) LESSOR shall invoice and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on the LESSEE and required to be collected by the LESSOR based on any service, rental space, or equipment provided by the LESSOR to the LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity.

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

28. MOST FAVORED LESSEE. LESSOR represents and warrants that the rent, benefits and terms and conditions granted to LESSEE by LESSOR hereunder are now and shall be, during the Term, no less favorable than the rent, benefits and terms and conditions for substantially the same or similar tenancies or licenses granted by LESSOR to other parties. If at any time during the Term LESSOR shall offer more favorable rent, benefits or terms and conditions for substantially the same or similar tenancies or licenses as those granted hereunder, then LESSOR shall, within 30 days after the effective date of such offering, notify LESSEE of such fact and offer LESSEE the more favorable offering. If LESSEE chooses, the parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent, benefits or terms and conditions to LESSEE. LESSEE shall have the right to decline to accept the offering. LESSOR's compliance with this requirement shall be subject, at LESSEE's option, to independent verification.

29. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement,

nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

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

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

LESSOR:

City of Lowell, a Massachusetts municipal corporation

By: _____

Name: _____

Its: _____

Date: _____

LESSEE:

Cellco Partnership d/b/a Verizon Wireless

By: _____

Name: Andrew Allen

Its: Director Network Field Engineering

Date: _____

EXHIBIT "A"

DESCRIPTION OF PROPERTY

The Property as shown on the Tax Map of the City of Lowell as _____, and being further described in Deed Book _____ at Page _____ as recorded in the Office of the County Registry of Deeds.

EXHIBIT "B"
SITE PLAN OF PREMISES

See Attached.

(EXHIBIT C)

BUILDING AND ROOFTOP LEASE AGREEMENT

This Building and Rooftop Lease Agreement (the "Agreement") made this _____ day of _____, 2017, between the **City of Lowell**, a Massachusetts municipal corporation, with its principal offices located at 375 Merrimack Street, Lowell, Massachusetts 01852, hereinafter designated LESSOR and **Cellco Partnership** d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

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

1. GRANT. In accordance with this Agreement, LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment ("Use") in and/or upon that certain building or facility owned, leased or controlled by LESSOR at 11 Post Office Square, Lowell, Massachusetts (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. LESSEE's communications equipment will be installed on a portion of the Property consisting of floor space in the building or exterior space to the building and rooftop space on the building (the "Premises"). The Premises are shown in detail on Exhibit "B" attached hereto and made a part hereof.

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

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

4. RENTAL.

(a) Rental payments shall begin on the Commencement Date and be due at a total annual rental of \$2,400.00, to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 375 Merrimack Street, Lowell, Massachusetts 01852 or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 22 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment shall not be delivered by LESSEE until 60 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of Lessee. During the initial term and any extension terms, monthly rent shall be increased on each annual

anniversary of the Commencement Date to an amount equal to two percent (2%) of the monthly Rent in effect immediately prior to the anniversary date.

(b) For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

5. ACCESS. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment. Without limitation, the Premises may include certain space within the building, on the roof of the building or elsewhere on the building sufficient for the installation, operation and maintenance of communications equipment. Notwithstanding anything to the contrary, the Premises shall include (1) such additional space necessary for the installation, operation and maintenance of wires, cables, conduits and pipes running between and among the various portion of the Premises and to all necessary electrical, telephone, fiber and other similar support services located within the Property or the nearest public right of way, and (2) such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 29). In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR.

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the structure of the building (including without limitation the roof, foundations, exterior walls), the common areas and all building systems (including, without limitation, the plumbing, electrical, ventilating, air conditioning, heating, and loading doors, if any) are (a) in good operating condition and free of any leakage; (b) in compliance with all Laws; and (c) in compliance with all EH&S Laws (as defined in Paragraph 26).

7. ELECTRICAL.

(a). If permitted by the local utility company serving the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE at the Premises and LESSEE shall pay the utility company directly.

(b). If an electrical meter is not permitted, then LESSEE may furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE at the Premises and shall pay the utility company directly if permitted by the utility company.

(c). In the event a sub-meter is installed and the utility company will not permit LESSEE to pay the utility company directly, then the LESSOR shall read LESSEE's sub-meter on a monthly basis and provide LESSEE with an invoice for LESSEE's power consumption on an annual basis. Each invoice shall reflect charges only for LESSEE's power consumption based on the average kilowatt hour rate actually paid by LESSOR to the utility, without mark up or profit.

(d). All invoices for power consumption shall be sent by LESSOR to LESSEE at Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375, and shall be provided to LESSEE within 90 days following the conclusion of each calendar year (otherwise, LESSOR waives the right to collect applicable electrical charges). Upon written request from LESSEE, LESSOR shall provide copies of electricity bills received by LESSOR during any period that LESSOR submits invoices to LESSEE for reimbursement and for that same period LESSOR shall provide documentation of the sub-meter readings applicable to such periods. LESSEE shall pay each invoice within 45 calendar days after receipt of the invoice from LESSOR.

(e). LESSEE shall be permitted to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

8. IMPROVEMENTS. The communications equipment including, without limitation, antennas, conduits, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, antennas, conduits or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit.

9. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory structural analysis of the building or other structure that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to LESSEE's Use.

10. TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

11. MAINTENANCE. LESSEE will maintain LESSEE's communications equipment within the Premises in good condition, reasonable wear and tear and casualty damage excepted. LESSOR shall maintain, in good operating condition and repair, the structural elements of the building and the Premises, and all building systems (including, but not limited to, the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler and/or standpipe and hose or other automatic fire extinguishing system, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the common areas) and the common areas.

12. INDEMNIFICATION. Subject to Paragraph 13, below, the LESSEE shall indemnify and hold LESSOR harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of LESSEE, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of LESSOR, or its employees, contractors or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim covered by this

indemnification; provided that any failure of the indemnified Party to provide any such notice, or to provide it promptly, shall not relieve the indemnifying Party from its indemnification obligation in respect of such claim, except to the extent the indemnifying Party can establish actual prejudice and direct damages as a result thereof. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party.

13. INSURANCE.

(a) LESSEE agrees that at its own cost and expense, it will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSEE will include LESSOR as an additional insured. LESSEE shall, prior to exercising its rights pursuant to this Agreement, furnish to LESSOR certificates of insurance evidencing the requirements under this paragraph.

(b) The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

14. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 12 and 26, a violation of Paragraph 31, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

15. INTERFERENCE.

(a). LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE.

(b). Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Operations Center (at (800) 224-6620/(800) 621-2622) or to LESSOR at (_____), the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

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

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

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

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

any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale for which LESSEE has any right of first refusal.

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

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

21. ASSIGNMENT. This Agreement may not be sold, assigned or transferred by either Party without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder.

22. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 15, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Lowell
375 Merrimack Street
Lowell, Massachusetts 01852
Attention: _____

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

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

23. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 24 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 15 of this Agreement.

24. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

25. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of LESSOR's property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

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

27. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, Lessee may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications

equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

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

29. TAXES.

(a). LESSOR shall invoice and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on the LESSEE and required to be collected by the LESSOR based on any service, rental space, or equipment provided by the LESSOR to the LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity.

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

30. MOST FAVORED LESSEE. LESSOR represents and warrants that the rent, benefits and terms and conditions granted to LESSEE by LESSOR hereunder are now and shall be, during the Term, no less favorable than the rent, benefits and terms and conditions for substantially the same or similar tenancies or licenses granted by LESSOR to other parties. If at any time during the Term LESSOR shall offer more favorable rent, benefits or terms and conditions for substantially the same or similar tenancies or licenses as those granted hereunder, then LESSOR shall, within 30 days after the effective

date of such offering, notify LESSEE of such fact and offer LESSEE the more favorable offering. If LESSEE chooses, the parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent, benefits or terms and conditions to LESSEE. LESSEE shall have the right to decline to accept the offering. LESSOR's compliance with this requirement shall be subject, at LESSEE's option, to independent verification.

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

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

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

LESSOR:

City of Lowell, a municipal corporation

By: _____

Name: _____

Its: _____

Date: _____

LESSEE:

Cellco Partnership d/b/a Verizon Wireless

By: _____

Name: Andrew Allen

Its: Director Network Field Engineering

Date: _____

EXHIBIT "A"

DESCRIPTION OF PROPERTY

The Property as shown on the Tax Map of the City of Lowell as _____, and being further described in Deed Book _____ at Page _____ as recorded in the Office of the County Registry of Deeds.

EXHIBIT "B"
SITE PLAN OF PREMISES