

REVISED 4/4/19

**AGENDA
REGULAR MEETING OF THE MAYOR AND COUNCIL
April 9, 2019
SEAFORD CITY HALL - 414 HIGH STREET**

- 7:00 P.M.** – Mayor David Genshaw calls the Regular Meeting to order.
- Invocation
 - Pledge of Allegiance to the Flag of the United States of America.
 - Changes to agenda for this meeting.
 - Approval of minutes of the regular meeting on March 26, 2019.

Check presentation from Seaford Community Swim Center to the City of Seaford

Presentation of Appreciation by Deputy Chief Michael Rapa to David and Amy Bosco of 911 Airsoft for their support and assistance with Seaford Police Department's Citizens Police Academy.

ALL ITEMS ON THIS AGENDA MAY OR MAY NOT BE VOTED ON.

CORRESPONDENCE:

- 1.

NEW BUSINESS:

1. Present for approval a resolution to appoint a Downtown Development District Administrator position as required by the Office of State Planning and Delaware State Housing Authority.
2. Trisha Newcomer, Director of Economic Development and Community Relations to present options related to the expansion of the City's Downtown Development District for consideration by the Mayor and City Council.
3. Trisha Newcomer, Director of Economic Development and Community Relations to present a recommendation from the Economic Development Committee to provide certain incentives to the property owners along areas of Middleford Road and Sussex Highway in consideration for a grant of easement on their property.

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4. Trisha Newcomer, Director of Economic Development and Community Relations to present a recommendation from the Economic Development Committee to approve three Rental to Homeownership Incentive applications.
5. Councilman Dan Henderson and Katie Hickey, Superintendent of Parks and Recreation to present a synopsis of the 2019 Main Street Conference.
6. Present for approval an agreement of sale for lot #7 in the Ross Business Park.
7. Present for approval an employment agreement for Chief of Police.
8. Present for approval a second amendment to an agreement of sale between the City of Seaford and Better Homes of Seaford Inc. for the 6.28 acre property located on Bridgeville Highway; SCTM #331-5.00-4.24.
9. Present for approval 2019 health insurance renewal information.
10. Present for approval a non-exclusive lease agreements with Cellco Partnership, d/b/a Verizon Wireless, to lease a portion of the water towers, and associated property, located at 1799 Dulaney Street, 295 Cedar Avenue and 22770 Sussex Highway.
11. Bids - Clean-up week.
12. Present for approval the request from Tracy Torbert, City Clerk to set formal Real Estate Tax Appeals to City Council for May 14, 2019 from 7:00 p.m. until 8:00 p.m.

OLD BUSINESS:

- 1.

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REMINDER OF MEETINGS & SETTING NEW MEETINGS:

1. Easter egg hunt, Governor Ross Mansion April 13, at 10:00 a.m.; rain date April 14th, at 2:00 p.m.
2. Telecommunicators week April 15-19, please thank our 911 Center dispatchers for all of the critical and important work.
3. SCAT Legislative Breakfast, April 12, 2019, CHEER Center starting at 8:30 a.m.
4. City Offices will be closed on Friday, April 19, 2019 for the Good Friday Holiday.

Municipal Election - April 20, 2019

The City of Seaford Municipal Election will be held on Saturday, April 20, 2019 in the City Council Chambers, City Hall, 414 High Street, between the hours of 7:00 a.m. E.S.T. and 3:00 p.m. E.S.T.

One (1) Council Member will be elected for a (3) year term.

All candidates must have filed by 5:00 p.m., E.S.T., February 22, 2019. Registration can be completed at City Hall, 414 High Street, Seaford, DE. Registration hours are Monday through Friday, 8 a.m. until 5:00 p.m. or by appointment if you cannot register during these normal business hours. Any candidate who withdraws his/her name must do so in writing. Any candidate who withdraws his/her name after 5:00 p.m., E.S.T., February 22, 2019 will still appear on the official ballot for election.

Anyone eighteen (18) years of age or older, who is a bona fide resident of the City of Seaford and a United States citizen, to be eligible to vote **must have been registered at the Seaford City Hall by 5:00 p.m., E.S.T., March 22, 2019.** A nonresident property owner to be eligible to vote must be owner of record for a period of six (6) months immediately preceding the date of the Annual Municipal Election (October 20, 2018) and shall have one vote **provided he or she is registered on the "Books of Registered Voters" maintained**

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at the City Hall. Registration hours are Monday through Friday, 8 a.m. until 5 p.m. or by appointment if you cannot register during these normal business hours.

The City of Seaford has independent registration procedures for the Annual Municipal Election. To vote, you must meet the eligibility requirements and be registered on the “Books of Registered Voters” maintained at City Hall.

A person shall be required to register only one time. You are urged to check your registration if you did not vote in the last municipal election. If you have moved out of the City after your original registration, you will need to check your registry to assure you are an eligible voter.

All voters will need to show proof of residency which may be a State of Delaware driver's license, a State of Delaware identification card, a federal or state tax return with address, a City of Seaford utility bill or real estate property tax bill, or other acceptable proof of residency or ownership.

CANDIDATES FILED:

Matthew MacCoy has filed for City Council
Jose Santos has filed for City Council

COMMITTEE REPORTS:

1. Police & Fire - Councilman Dan Henderson
2. Administration - Councilman Orlando Holland
3. Code, Parks and Recreation - Councilman James King
4. Public Works & WWTF - Councilwoman Leanne Phillips-Lowe
5. Electric - Councilman William Mulvaney

Mayor Genshaw solicits a motion to adjourn the regular Council meeting.

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NOTE: Agenda shall be subject to change to include or delete additional items (including executive session) which arise at the time of the meeting. (29 Del. C. S1004 (e) (3))

Date Posted: 4/4/19

Posted by: TNT

NR 41
4-9-19

**CITY OF SEAFORD
RESOLUTION**

**A RESOLUTION APPOINTING THE
DOWNTOWN DEVELOPMENT DISTRICT ADMINISTRATOR**

WHEREAS, the City of Seaford is designated as a Downtown Development District; and

WHEREAS, it is a requirement of the Downtown Development District Program that the City appoint a District Administrator who shall be the chief point of contact for the District and will be responsible for all tasks involved in implementing the District, as well as record keeping and reporting that are required by the program.

NOW, THEREFORE, BE IT RESOLVED THAT:

- a. The City of Seaford appoints the Director of Economic Development to be the District Administrator (the “**Administrator**”) as the chief point of contact responsible for managing and marketing the Downtown Development District program; and
- b. The City of Seaford shall adhere to the District Plan and the Local Incentives contained in the application for the duration of the District designation; and
- c. The Administrator is authorized to execute and submit the project conformity forms in connection with the Downtown Development District program and the rights and obligations of the City of Seaford thereunder; and
- d. The Administrator, is authorized to carry out all District administrative and reporting requirements on behalf of the City of Seaford for the duration of the District.

This Resolution shall become effective immediately upon its approval by Council.

ADOPTED by a majority vote of the City Council of the City of Seaford this 9th day of April, 2019.

David C. Genshaw – Mayor

ATTESTED:

CITY SEAL

Charles D. Anderson – City Manager

NK 41
3-2-19

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ADOPTED by a majority vote of the City Council of the City of Seaford this 9th day of April, 2019.

David C. Genshaw – Mayor

ATTESTED:

CITY SEAL

Charles D. Anderson – City Manager



Memorandum

To: Mayor & Council

From: Trisha Newcomer, Director of Economic Development & Community Relations



Date: April 1, 2019

RE: Options for property owners in consideration of granting easement for the sewer extension projection Middleford Road & S. Sussex Hwy.

On Monday, April 1, 2019 the Economic Development Committee met with regard to discussing options for property owners in consideration of granting easements for the sewer extension project on Middleford Road & S. Sussex Hwy.

It was discussed that the City has been working on the sewer extension project for Middleford Rd for well over a year. Director of Public Works, Berley Mears has been out to all of the property owners along the Middleford Rd (East of the Manor House) & a portion of Sussex Highway (South of Middleford Rd to the Nanticoke River bridge). Easements have been difficult to obtain as the area is already heavily developed and the easements, we are asking for are their front yards or parking lots. We have only been able to obtain a few of the necessary easements. We have two options: #1-tailor the scope of work to fit the easements we have; however, it would not have the economic development benefit we are looking for. #2- provide the property owners with the following options as incentives in consideration for an easement:

- Agree to provide a sewer lateral (connecting point) on the property for the property owner at the City's cost.
- Agree to permit connection of all improvements on the lot at no cost (waive all impact, tap and other fees) if the connection is made within 24 months of sewer installation. We would use the date of project "beneficial use" as this would be the date owners could begin to connect, should they desire to do so.
- After the 24-month period we would agree to providing a 1 EDU credit to the property at the time of connection. The 24-month time would begin at the date of beneficial use.
- Should redevelopment of a property occur after the 24-month period, the property owner/developer has the option of taking any "ask" to the Economic Development committee for fee reduction based on investment or jobs creation.
- Should property be sold, the incentive would be transferable to the new owners with balance of time remaining.
- This incentive would only apply to the sewer extension proposed not the existing water mains in the area.

After much discussion and review of the map of the referenced project above the Economic Development Committee's recommendation in the interest of economic development was to agree to provide a sewer lateral on the property to the property owner at the City's cost; agree to permit connection of all improvements on the lot at no cost (waive all impact, tap and other fees) if the connection is made within 24-months of sewer installation (the City would use the date of beneficial use of the project), after the 24-month period the City would agree to provide a 1 EDU credit at the property at the time of connection and should redevelopment of a property occur after the 24-month period the property owner/developer has the option of taking any "ask" for fee reduction based on investment or jobs creation before the Economic Development Committee for consideration and recommendation. This effort will be transferable with the balance of time remaining to future property owners.



Memorandum

To: Mayor & Council

From: Trisha Newcomer, Director of Economic Development & Community Relations

Date: April 1, 2019

RE: Rental to Home Ownership Incentive

On Monday, April 1, 2019 the Economic Development Committee met with regard to applications for the Rental to Home Ownership Incentive.

Applications 2019-0001 (335 N. Pine Street), 2019-0002 (603 Hickory Lane) and 2019-0003 (209 N. Bradford St.). Both the buyers and sellers are applying for the incentive on each property.

Application 2019-0001 (335 N. Pine Street) This property was used as a rental property for 19+ years and after sale, will become homeowner occupied. The sellers Bryan, Coulbourne & Coulbourne (Mark Bryan & Gary Coulbourne) qualifies for an upfront incentive in the amount of \$2,224.25, which is five times the annual tax property tax of \$444.85. The buyers, Paul & Mimi Jones, qualify for the five-year tax abatement program, phasing it in at 20% annually after year one. The tax billing will be Year 1- \$0, Year 2- \$88.97, Year 3- \$177.94, Year 4- \$266.91, Year 5- \$355.88, Year 6- \$444.85. The new homeowners will be required to occupy the home within one year and enter into an agreement with the City of Seaford before taxes are abated. Both the Seller and Buyer must be in financial good standing with the City of Seaford at the time of the incentive issuance.

Application 2019-0002 (603 Hickory Lane) This property was used as a rental property for 3 years and after sale, will become homeowner occupied. The seller O. Wayne Medford qualifies for an upfront incentive in the amount of \$2,233.55, which is five times the annual tax property tax of \$446.71. The buyer, Leroy Sayler, qualifies for the five-year tax abatement program, phasing it in at 20% annually after year one. The tax billing will be Year 1- \$0, Year 2- \$89.34, Year 3- \$178.68, Year 4- \$268.03, Year 5- \$357.37, Year 6- \$446.71. The new homeowner will be required to occupy the home within one year and enter into an agreement with the City of Seaford before taxes are abated. Both the Seller and Buyer must be in financial good standing with the City of Seaford at the time of the incentive issuance.

Application 2019-0003 (209 N. Bradford St.) This property was used as a rental property for 12 years and after sale, will become homeowner occupied. The seller Greg D. Tingle qualifies for an upfront incentive in the amount of \$2,631.90, which is five times the annual tax property tax of \$526.38. The buyer, Lois Marie West, qualifies for the five-year tax abatement program, phasing it in at 20% annually after year one. The tax billing will be Year 1- \$0, Year 2- \$105.28, Year 3- \$210.55, Year 4- \$315.83, Year 5- \$421.10, Year 6- \$526.38. The new homeowner will be required to occupy the home within one year and enter into an agreement with the City of Seaford before taxes are abated. Both the Seller and Buyer must be in financial good standing with the City of Seaford at the time of the incentive issuance.

After discussion regarding the information above the Economic Development Committee's recommendation is to approve the application **Applications 2019-0001 (335 N. Pine Street), 2019-0002 (603 Hickory Lane) and 2019-0003 (209 N. Bradford St.)** for the Rental to Home Ownership Incentive based upon the parameters outlined in Chapter 16- Exemptions from Taxation; Article 4 – Rental to Home Ownership Incentive of the Municipal Code of Seaford, Delaware.

NB#7
4-1-19

Employment Agreement

Chief of Police

THIS AGREEMENT made this 6th day of May 2019 by and between the Mayor and Council of the City of Seaford (hereafter “the City”);

And

Marshall Craft (hereafter “the employee”);

WHEREAS the City desires to hire Employee as the Chief of Police of the City of Seaford because of employee’s experience and qualifications; and

WHEREAS, Employee desires to be employed by the City in the position of Chief of Police;

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein the parties agree as follows:

- 1) Employment: The City employs Employee on the terms and conditions stated in this Agreement to perform the duties of Chief of Police of the City of Seaford and Employee agrees to perform such services on the terms and conditions stated herein, including the attached job description. The City of Seaford, by its ordinance, Article 6 Employee Residency Requirement, does require as a condition of employment, that Employee shall be required to live within a (30) mile radius of the City of Seaford, City Hall, 414 High Street, Seaford, DE 19973.

- 2) Term: The term of employment shall be for two (2) years with an initial six-month probationary period ending on November 6th, 2019. Continued employment of Employee after said date shall be under the term and conditions agreed to by the parties, and at the sole discretion of the Mayor and Council.

- 3) Compensation: The City shall pay Employee a minimum annual salary of \$102,500.00; payable weekly. Future increases in the minimum annual salary shall be at the sole discretion of the Mayor and Council. However, there will not be another adjustment in 2019 due to the short time between this pay and any possible annual pay increases effective July 1, 2019.

- 4) Benefits: Employee shall be entitled to the employee benefits as set forth below:
 - (A) Work schedule will be as approved by the City Manager.

Employment Agreement

Chief of Police

- (B) Employee shall be entitled to benefits as stated in the City of Seaford Employee Handbook and any other benefits as approved for the Seaford Fraternal Order of Police bargaining Unit.
- (C) Employee shall be enrolled as a participant in the Delaware County & Municipal Police & Firefighters Pension Plan and will start making such contribution as other sworn officers in the Seaford Fraternal Order of Police Bargaining Unit of his base salary to this plan. As of this date the contribution is 7% of base pay.
- (D) Vacation: Employee shall be entitled to five (5) weeks of vacation per calendar year.

5) Duties:

- (A) Authority: The Chief of Police is considered to be one of the four directors of the City of Seaford. He is considered to be the Chief Operational Officer within the department. He is responsible for the execution of all policies, operations, and discipline within the Police Department. He is to exercise all lawful powers of his office and issues such lawful orders as are necessary to assure the effective performance of the Department. He is responsible directly to the City Manager of the City of Seaford, Delaware.
- (B) Responsibility: Through the Chief of Police, the Department is responsible for the enforcement of all laws and ordinances coming within its legal jurisdiction. The Chief of Police is responsible for planning, directing, coordinating, controlling, and staffing all activities of the Department, for its continued and efficient operations, for the enforcement of rules and regulations within the Department, for the completing and forwarding of such reports as may be required by competent authority, i.e., Mayor, Council, City Manager, etc. and for the departments good relations with the citizens of Seaford, the City government, and other agencies. To provide all essential information to the Mayor, Council, and City Manager whenever there is the potential for litigation to be brought against the City of Seaford due to an Officer's action in carrying out his duties.
- (C) Standard of Conduct: Employee shall be subject to the standard of conduct of City employees as set forth in Section 2-117 through 2-140 of the City of Seaford Employee Handbook, a copy that this employee acknowledges in writing having received the entire handbook.

Employment Agreement
Chief of Police

- (D) Termination: This Agreement may only be terminated for just cause being the Employee's failure or refusal to perform the services required by this Agreement or as a result of Employee's disability or death. In the event of termination, Employee shall be afforded all rights provided by 11 Del.C. Section 9301, Police Chief Due Process, a copy of which is attached hereto and incorporated herein. This Agreement expires effective May 1, 2021. The Mayor and Council reserve the right, at its sole discretion, to buy-out the balance of the contract, in which case, this contract will be deemed terminated.
- a. Employee may terminate this Agreement only upon a minimum of ninety (90) days prior written notice to Employer or earlier due to unforeseen circumstances.
- 6) Return of Property: The City directs and Employee agrees that, upon termination of this Agreement, Employee will deliver and/or return to the City any and all equipment, weapons, badges, documents and/or other property issued by the City to Employee during the term of this Agreement. Employee also agrees that, upon termination of his employment with the City for any reason, or at any earlier time as may be requested by the City, Employee will deliver to the City all equipment, weapons, badges, documents and/or other property of any nature in Employee's possession or control that are the property of the City.
- 7) Representations: Employee warrants that all information provided by Employee (including, but not limited to, resume, interview, and references) in consideration for employment by the City is true to the best of Employee's knowledge. Employee further warrants that he is not restricted by, and has no conflict of interest derived from, any employment or other agreement or any other interest or obligation that would interfere with his performing work as directed under this Agreement for the City and that he shall inform the City immediately should such a restriction or conflict arise. Employee understands that any misstatements or lack of candor by Employee concerning his qualifications may be grounds for immediate discharge by the City and may subject Employee to damages for any harm caused to the City.
- 8) Waiver: No waiver of any provision of this Agreement shall be valid unless it is in writing, supported by consideration and signed by the person against whom it is sought to be enforced (in the case of the City, the Mayor). The failure of any party at any time to insist on strict performance of any condition, promise agreement, or understanding contained in this Agreement shall not be construed as a waiver or relinquishment of the right to insist on strict performance of the same condition, promise, agreement, or understanding at any future time.

- 9) **Indemnification:** Except as provided below, Employer will indemnify and hold Employee harmless from any and all liabilities, losses, damages, causes of action, and claims made against him in his official or individual capacity in the course and within the scope of Employee's employment provided that any such claim does not result from Employee's willful and intentional violation of law or Employer policies. Such indemnification shall include all expenses, including, but not limited to, reasonable attorneys' fees and court costs. Employer's obligation under this paragraph shall not apply in the event that (i) the claims, liabilities, losses, damages, causes of action and expenses are the result of matters that are purely personal in nature and do not relate to or arise from City of Seaford business or Employee's position as Chief of Police (ii) the Employee has failed to promptly notify the Employer of any claim made or litigation filed against him; or (iii) the Employee has settled or compromised the claim or litigation as to him without Employer's prior written consent. Employee shall, as a condition precedent to receipt of such indemnification, cooperate with Employer and its legal counsel in the defense of any related action, claim or proceeding. This obligation shall survive the expiration or termination of this Agreement.
- 10) **Severability.** In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement will continue in full force and effect without said provision.
- 11) **Entire Agreement.** This Agreement represents the entire agreement and understanding between the parties as to the subject matter herein and supersedes all prior or contemporaneous agreement whether written or oral. No waiver, alteration, or modification of any of the provision of this Agreement will be binding unless in writing and signed by duly authorized representatives of the parties hereto.
- 12) **Taxes.** All payments made pursuant to this Agreement will be subject to withholding of applicable taxes.
- 13) **Governing Law.** This Agreement shall be constructed and interpreted in accordance with, and governed by, the laws of the State of Delaware, exclusive of Delaware conflicts of law, principals.
- 14) **Employer Acknowledgement.** The City of Seaford acknowledges that this Agreement has been reviewed and approved by the Mayor and City Council, and the Seaford City Council deems this Agreement reasonable and fair to Employer and Employee.

Employment Agreement
Chief of Police

15) **Employee Acknowledgement.** Employee acknowledges that he is aware of and has exercised his right to consult with an attorney of his own choosing regarding the contents and consequences of this Agreement prior to its execution. Employee represents and warrants that he understands the terms and condition of this Agreement and that he knowingly and voluntarily entered into this Agreement in exchange for the compensation, benefits, and other consideration provided in this Agreement.

16) IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have signed this Employment Agreement this ____ day of _____, 2019.

The City of Seaford

Mayor David Genshaw

Witness

Charles Anderson
City Manager

Dated: _____

Witness

Marshall Craft
Chief of Police

Dated: _____

NBA 5
4-1-19

**SECOND AMENDMENT
TO
AGREEMENT OF SALE**

This Second Amendment to Agreement of Sale (“Amendment”) is made this ___ day of _____, 2019 by and between The City of Seaford (“Seller”) and Better Homes of Seaford, Inc. (“Buyer”)

Background

A. Buyer and Seller are parties to agreement of sale, executed in November, 2009 and amended on October 12, 2018 (“Agreement of Sale”), relating to certain property now or formerly known as tax parcel number 3-31-5.00-4.24 in Seaford, Sussex County, Delaware (“Property”).

B. By this Amendment, the parties desire to extend the date for Buyer to close on the Property to October 31, 2019.

NOW, THEREFORE, in consideration of the Agreement of Sale and for other good and valuable consideration, the parties agree as follows:

1. Background. The foregoing Background information is incorporated herein as if set forth in full.
2. Modification of Agreement of Sale. Buyer shall have the right, until October 31, 2019, to purchase the Property.
3. Ratification. Except as modified by this Amendment, the Agreement of Sale is hereby ratified and affirmed.
4. Miscellaneous. This Amendment shall be binding on the parties, successors and assigns.
5. Governing Law. This Amendment shall be governed by the laws of the State of Delaware.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the parties have signed, sealed and delivered this Amendment.

THE CITY OF SEAFORD

By: _____ (SEAL)
Name:
Title:

BETTER HOMES OF SEAFORD, INC.

By: _____ (SEAL)
Name:
Title:

AGREEMENT OF SALE

THIS AGREEMENT OF SALE (this "Agreement") is made as of the th day of _____, 2009 by and between THE CITY OF SEAFORD, a municipal corporation of the State of Delaware, P. O. Box 1100, 414 High Street, Seaford, DE 19973, (hereinafter called "Seller") and BETTER HOMES OF SEAFORD, INC 101 Independence Drive, Seaford, DE 19973 (hereinafter called "Buyer").

WITNESSETH:

1. **SALE OF REAL PROPERTY.** Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, all those certain lands and premises designated as TMP # 3-31-5.00-4.24 in Seaford, Sussex County, Delaware as more particularly described in Exhibit B attached hereto.

2. **PURCHASE PRICE.** The total consideration or purchase price for the Premises is estimated on the proposed purchase of one lot totaling 6.2827± acres at a price of \$40,000 per acre and is Two Hundred Fifty One Thousand, Three Hundred and Eight dollars (\$251,308.00) and shall be paid as follows:

- (i) One percent (1%) or Two Thousand Five Hundred Thirteen Dollars and Eight cents (\$2,513.08) on the signing of this Agreement in cash or by check drawn to the order of The City of Seaford to be held subject to the terms and conditions of this Agreement.
- (ii) The balance shall be payable at settlement in cash or other immediately available funds.
- (iii) The balance shall be determined per survey, prepared by Temple-Sellers, with deposit deducted.

3. **DISBURSEMENT OF DEPOSIT.** If settlement is completed hereunder or if Buyer, without the right to do so and in default of Buyer's obligations hereunder, fails to complete settlement, Seller shall retain all of the money paid on the signing of this Agreement, which sum shall be retained by Seller as liquidated damages and this Agreement shall terminate and be of no further force or effect.

4. **TIME AND PLACE OF SETTLEMENT.** Settlement hereunder shall take place on or before a date 30 days after the completion of the Buyer's Study Period, at a time and place to be mutually determined by the Buyer and seller.

5. **ITEMS TO BE FURNISHED BY SELLER.** Within ten (10) days after complete execution of this Agreement, Seller shall deliver to Purchaser any surveys and any information relating to title to the Property including any title opinions or title insurance policies relating to

the Property. Seller shall also deliver copies of any Environmental Reports for the specific property and/or the Ross Business Park in general.

6. **CONDITION OF TITLE.** Title to the Premises shall be good, marketable, fee simple title, free and clear of all liens except as hereinafter provided. Seller shall, no less than forty-five (45) days from the date hereof, obtain a title insurance binder committing to issue to Buyer, upon the recordation of a general warranty deed from the Seller, a title insurance policy in the amount of the purchase price, insuring the title to the Property to Buyer, free and clear of all liens, encumbrances, easements, encroachments, rights-of-way, limitations of record, mineral reservations and road reservations. If the title insurance commitment or any survey obtained by the Buyer reveal title or survey matters or exceptions which are not approved by Buyer as Permitted Exceptions, then Buyer shall so notify Seller in writing within fifteen (15) days after receipt of the title commitment or survey, and Seller shall have thirty (30) days thereafter within which to have such unpermitted exceptions removed, at Seller's option. If Seller fails to have the unpermitted exceptions removed, Buyer may terminate this Agreement and receive back the Earnest Money or, at Buyer's election, may close notwithstanding the unpermitted exceptions with an appropriate adjustment of the purchase price as to any unpaid taxes, mortgages, monetary liens or judgments which can be cured with the payment of money. If Seller removes the unpermitted exceptions, the sale shall close in accordance with this Agreement on the later of the Closing Date or thirty (30) days after such exceptions have been removed.

7. **POSSESSION.** Possession of the Premises shall be given to Buyer at the time of settlement, unoccupied and free of any leases, claims to or rights of possession by delivery of Seller's special warranty deed, in proper recordable form, duly executed and acknowledged by Seller.

8. **TAXES-APPORTIONMENTS-RECORDATIONS.** Real estate taxes, water rents, sewer charges, maintenance fees and other similar charges shall be apportioned pro rata on a per diem basis as of the date of settlement. Buyer shall pay all charges for recordation of the deed from Seller for the premises and all other charges incurred by Buyer.

9. **SITE INSPECTION AND CONDITIONS PRECEDENT TO CLOSING.** Buyer, buyer's agents, employees or other representatives, shall have the right during the period prior to Closing to go upon the Property for the purpose of making surveys, engineering, environmental and other tests, as Buyer deems necessary or advisable. Buyer shall pay for damages, if any, to the Property caused by Buyer, his employees and agents while such surveys or tests are being made. Nothing in this Section shall relieve Seller of its obligations to delivery surveys, title policies and other matters to the extent required under this Agreement. Buyer shall have until December 31st, 2011 within which to conduct such investigations and inspections as

Buyer deems necessary (the "Study Period"). If nearing the completion of the "Study Period", the Buyer deems it necessary to require an extension of said period, the Buyer must provide in writing a request for extension to Seller, provided that the Buyer can provide proof of satisfactory project progression. The Seller reserves the right to approve or deny any such request. At any time prior to the end of the Study Period if Buyer determines, in Buyer's sole discretion, that the Property is not suitable for Buyer's purposes, Buyer may give Seller written notice that this Agreement is terminated and Buyer shall receive a full refund of the Earnest Money from Seller.

10. CONDITIONS OF BUYER'S OBLIGATIONS.

a Any of the conditions contained herein may be waived, in writing, in whole or in part by Buyer at or prior to the Closing, in which event this Agreement shall continue in full force and effect and the obligations of Buyer and Seller hereunder shall be unaffected by such waiver. In the event any of such conditions are not satisfied or waived, this Agreement shall terminate upon notice from Purchaser to Seller and the Earnest Money shall be returned to Purchaser within five (5) days of such notice.

- b. Purchaser's obligation to purchase the Property shall be conditioned on:
- (i) All representations and warranties of Seller set forth in this Agreement being true at, and as of, the Closing in all respects, as though such representations and warranties were made at, and as of, the Closing; and,
 - (ii) Seller having delivered, performed, observed, and complied with, all of the items, instruments, documents, covenants, agreements, and conditions required by this Agreement to be delivered, performed, observed and complied with by it prior to, or as of, the Closing.

11. SELLER COOPERATION. Seller agrees to permit Buyer access to property at all reasonable times to permit Buyer to complete any inspection or tests deemed necessary by Buyer. Buyer shall restore property to its original condition after said tests are completed. Seller agrees to sign all applications for permits deemed necessary by the Buyer. Seller agrees to make available to Buyer all engineering and topographical studies, surveys, site plans, wetland studies and other documents relating to development of the property in its possession or control.

12. NOTICES. All notices to be given by either party to the other hereunder shall be in writing unless otherwise provided and shall be delivered in person or given by United States registered or certified mail, postage prepaid, return receipt request, addressed to the party for whom intended at the address of such party appearing after such party's name at the beginning of this Agreement or at such other address as the party in question may specify in written notice to the party giving notice. All notices shall be deemed given on the date delivered in person or by

teletcopy or the date of mailing. Notices by the parties may be given on their behalf by their respective attorneys, and copies of all notices should be given to their respective attorneys.

13. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of Seller and Buyer and their respective heirs, executors, administrators and assigns.

14. **ENTIRE AGREEMENT.** This is the entire agreement between the parties and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever. Any agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of this Agreement in whole or in part, unless such agreement is in writing and signed by the party whom enforcement of the change, modification, discharge or abandonment is sought.

15. **HEADINGS.** The headings incorporated in this Agreement are for convenience in reference only and are not a part of this Agreement and do not in any way limit or add to the terms and provisions hereof.

16. **DATE.** The date of this Agreement shall be the date upon which Seller executes this Agreement.

17. **GOVERNING LAW.** This Agreement is governed by the laws of the State of Delaware.

18. **TIME OF ESSENCE; DEFAULT OF BUYER; TENDER.** Time is of the essence of this Agreement. If Buyer fails to make any payment as specified herein, knowingly furnishes false or incomplete information to Seller, or violates or fails to perform any of the terms or conditions of this Agreement, then Seller shall have the right to option to declare this Agreement to be in default under the provision in Section 3 hereof.

19. **RISK OF LOSS.** The risk of loss or damage to the property or improvements is assumed by Seller until the date of settlement.

20. **LEGAL RIGHTS AFFECTED.** This Agreement substantially affects important legal rights. Buyer and Seller are entitled to consult attorneys of their choice prior to signing this Agreement, and by signing this Agreement, the respective parties acknowledge that they have had the opportunity to consult such attorneys prior to the signing of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

Agreement of Sale
Better Homes of Seaford, Inc. &
The City of Seaford
Page 5 of 7

Seller: THE CITY OF SEAFORD

BY: *Edward M. [Signature]*

ATTEST: *[Signature]*

BUYER: BETTER HOMES OF SEAFORD, INC

BY: *Lawrence [Signature]*

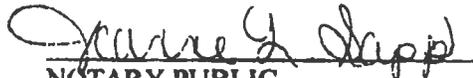
Deposit \$5,026.⁰⁰ 4/30/2007

Agreement of Sale
Better Homes of Seaford, Inc. &
The City of Seaford
Page 6 of 7

STATE OF DELAWARE :
: SS.
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this 5th day of November, 2009
personally appeared before me, the Subscriber, a Notary Public for the State and County
aforesaid, on behalf of The City of Seaford, party to this Indenture known to me personally to he
such and be acknowledged this Indenture to be his act and deed.

GIVEN under my Hand and Seal of Office on the day and year aforesaid.


NOTARY PUBLIC

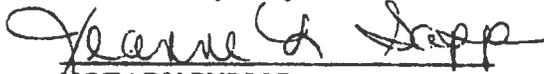
JEANNE L. SAPP
NOTARY PUBLIC
STATE OF DELAWARE
My commission expires Sept. 21, 2010

Agreement of Sale
Better Homes of Seaford, Inc. &
The City of Seaford
Page 7 of 7

STATE OF DELAWARE :
: SS.
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this 6th day of November, 2009
personally appeared before me, the Subscriber, a Notary Public for the State and County
aforesaid, on behalf of Better Homes of Seaford, Inc., party to this Indenture known to me
personally to he such and be acknowledged this Indenture to be his act and deed.

GIVEN under my Hand and Seal of Office on the day and year aforesaid.


NOTARY PUBLIC

JEANNE L. SAPP
NOTARY PUBLIC
STATE OF DELAWARE
My commission expires Sept. 21, 2010

NR 11-13
10-1-13

**AMENDMENT
TO
AGREEMENT OF SALE**

This Amendment to Agreement of Sale ("Amendment") is made this 12th day of October, 2018 by and between The City of Seaford ("Seller") and Better Homes of Seaford, Inc. ("Buyer")

Background

A. Buyer and Seller are parties to agreement of sale, executed in November, 2009 ("Agreement of Sale"), relating to certain property now or formerly known as tax parcel number 3-31-5.00-4.24 in Seaford, Sussex County, Delaware ("Property").

B. By this Amendment, the parties desire to (i) add a provision for environmental review and release of federal funds and (ii) extend the date for Buyer to close on the Property to April 30, 2019.

NOW, THEREFORE, in consideration of the Agreement of Sale and for other good and valuable consideration, the parties agree as follows:

1. Background. The foregoing Background information is incorporated herein as if set forth in full.

2. Modification of Agreement of Sale.

a. Buyer shall have the right, until April 30, 2019, to purchase the Property.

b. Notwithstanding any other provision of the Agreement of Sale, Buyer shall have no obligation to purchase the Property, and no transfer of title to the Buyer may occur, unless and until the Delaware State Housing Authority ("DSHA") has provided Buyer and/or Seller with a written notification that: (1) it has completed a federally required environmental review and its request for release of federal funds has been approved and, subject to any other contingencies in the Agreement of Sale, (a) the purchase may proceed, or (b) the purchase may proceed only if certain conditions to address issues in the environmental review shall be satisfied before or after the purchase of the Property; or (2) it has determined that the purchase is exempt from federal environmental review and a request for release of funds is not required. DSHA shall use its best efforts to conclude the environmental review of the Property expeditiously.

3. Ratification. Except as modified by this Amendment, the Agreement of Sale is hereby ratified and affirmed.

4. Miscellaneous. This Amendment shall be binding on the parties, successors and assigns.

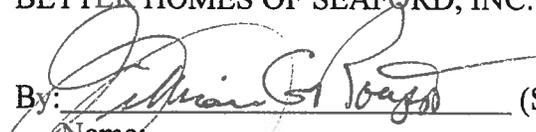
5. Governing Law. This Amendment shall be governed by the laws of the State of Delaware.

IN WITNESS WHEREOF. the parties have signed, sealed and delivered this Amendment.

THE CITY OF SEAFORD

By:  (SEAL)
Name:
Title:

BETTER HOMES OF SEAFORD, INC.

By:  (SEAL)
Name:
Title:

NB# 9
4-9-19

TO: Charles D. Anderson, City Manager
FROM: June Merritt, Dir. Of Finance & HR
DATE: April 5, 2019
RE: Benefit Committee Recommendation – Health & Life Insurance Renewal

The Employee Benefit Committee met with INTEGRA for the annual review of the City’s employee health & life insurance program. INTEGRA received quotes from various health insurance carriers. The life insurance is provided by Sun Life and pricing was guaranteed for two years during the 2018 year’s renewal.

The committee recommends accepting the health insurance quote from Westport Insurance Option 10b which has a decrease of \$50,528 in fixed costs over our current carrier Unimerica. The only plan modification required under this option would be to increase the specific deductible from \$70K to \$75K. Under this option the health plan projected costs are expected to decrease by 0.74% from the prior year and the maximum costs are expected to increase by approximately 0.41%.

Also, the committee is recommending the employee contribution toward the premium remain at the same percentage as the prior year. This results in the employee paying the following amounts per week.

| | <u>Medical</u> | <u>Dental</u> | <u>Vision</u> | <u>2019 Weekly</u> | <u>2018 Weekly</u> | <u>Increase</u> |
|-----------|----------------|---------------|---------------|--------------------|--------------------|-----------------|
| Single | \$11.51 | \$ 0.61 | \$ 0.32 | \$ 12.45 | \$11.85 | \$ 0.60 |
| EE/Child | \$63.66 | \$ 2.57 | \$ 1.41 | \$ 67.65 | \$66.12 | \$ 1.53 |
| EE/Spouse | \$97.59 | \$ 4.96 | \$ 2.73 | \$105.29 | \$102.98 | \$ 2.31 |
| EE/Family | \$97.59 | \$ 4.96 | \$ 2.73 | \$105.29 | \$102.98 | \$ 2.31 |

City of Seaford
 Health Insurance Renewal Rates - June 2019
 Employee Payroll Deduction
 Option 10b-Westport Insurance

| COVERAGE | MONTHLY PREMIUM | ANNUAL PREMIUM | EMPLOYEE COST % | ANNUAL EMPLOYEE COST \$ | WEEKLY EMPLOYEE PRD \$ | PRIOR YEAR WEEKLY EMPLOYEE PRD \$ | \$ INCREASE | % INCREASE |
|----------------------------|-----------------|----------------|-----------------|-------------------------|------------------------|-----------------------------------|-------------|------------|
| Employee Only | | | | | | | | |
| Medical | 665.29 | 7,983.48 | 7.5000% | 598.76 | 11.51 | 11.14 | 0.37 | 3.36% |
| Dental | 35.26 | 423.12 | 7.5000% | 31.73 | 0.61 | 0.48 | 0.13 | 27.14% |
| Vision | 18.69 | 224.28 | 7.5000% | 16.82 | 0.32 | 0.23 | 0.09 | 40.64% |
| | | | | | 12.45 | 11.85 | 0.60 | |
| Employee/Child(ren) | | | | | | | | |
| Medical | 1,230.29 | 14,763.48 | | | | | | |
| Employee-Med | (665.29) | (7,983.48) | | | 11.51 | 11.14 | | |
| | 565.00 | 6,780.00 | 40.0000% | 2,712.00 | 52.15 | 51.61 | | |
| | | | | | 63.66 | 62.75 | 0.91 | 1.46% |
| Dental | 56.47 | 677.64 | | | | | | |
| Employee-Dental | (35.26) | (423.12) | | | 0.61 | 0.48 | | |
| | 21.21 | 254.52 | 40.0000% | 101.81 | 1.96 | 1.79 | | |
| | | | | | 2.57 | 2.27 | 0.30 | 13.23% |
| Vision | 30.45 | 365.40 | | | | | | |
| Employee-Vision | (18.69) | (224.28) | | | 0.32 | 0.23 | | |
| | 11.76 | 141.12 | 40.0000% | 56.45 | 1.09 | 0.87 | | |
| | | | | | 1.41 | 1.10 | 0.31 | 28.50% |
| | | | | | 67.65 | 66.12 | 1.53 | |
| Employee/Spouse | | | | | | | | |
| Medical | 1,597.81 | 19,173.72 | | | | | | |
| Employee-Med | (665.29) | (7,983.48) | | | 11.51 | 11.14 | | |
| | 932.52 | 11,190.24 | 40.0000% | 4,476.10 | 86.08 | 85.70 | | |
| | | | | | 97.59 | 96.84 | 0.75 | 0.78% |
| Dental | 82.43 | 989.16 | | | | | | |
| Employee-Dental | (35.26) | (423.12) | | | 0.61 | 0.48 | | |
| | 47.17 | 566.04 | 40.0000% | 226.42 | 4.35 | 3.64 | | |
| | | | | | 4.96 | 4.12 | 0.84 | 20.39% |
| Vision | 44.84 | 538.08 | | | | | | |
| Employee-Vision | (18.69) | (224.28) | | | 0.32 | 0.23 | | |
| | 26.15 | 313.80 | 40.0000% | 125.52 | 2.41 | 1.79 | | |
| | | | | | 2.73 | 2.02 | 0.71 | 35.32% |
| | | | | | 105.29 | 102.98 | 2.31 | |
| Employee/Family | | | | | | | | |
| Medical | 1,597.81 | 19,173.72 | | | | | | |
| Employee-Med | (665.29) | (7,983.48) | | | 11.51 | 11.14 | | |
| | 932.52 | 11,190.24 | 40.0000% | 4,476.10 | 86.08 | 85.70 | | |
| | | | | | 97.59 | 96.84 | 0.75 | 0.78% |
| Dental | 82.43 | 989.16 | | | | | | |
| Employee-Dental | (35.26) | (423.12) | | | 0.61 | 0.48 | | |
| | 47.17 | 566.04 | 40.0000% | 226.42 | 4.35 | 3.64 | | |
| | | | | | 4.96 | 4.12 | 0.84 | 20.39% |
| Vision | 44.84 | 538.08 | | | | | | |
| Employee-Vision | (18.69) | (224.28) | | | 0.32 | 0.23 | | |
| | 26.15 | 313.80 | 40.0000% | 125.52 | 2.41 | 1.79 | | |
| | | | | | 2.73 | 2.02 | 0.71 | 35.32% |
| | | | | | 105.29 | 102.98 | 2.31 | |

SITE NAME: DOV Craigs Pond
ATTY/DATE: Lozier, 1-27-19

NB# 10
4-9-19

WATER TOWER LEASE AGREEMENT

This non-exclusive Agreement, made this ___ day of _____, 20___, between the City of Seaford, with its principal offices at 414 High Street, Seaford, Delaware 19973, hereinafter designated LESSOR, and Celco Partnership, a Delaware general 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. The 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. PREMISES. LESSOR hereby leases to the LESSEE a portion of that certain space ("the Tower Space") on the LESSOR's water tower, hereinafter referred to as the "Tower", located at 1799 Dulaney Street, Seaford, Sussex County, Delaware, as shown on the Tax Map of Sussex County as Parcel No. 531-12.00-47.00 and being further described in Deed Book 603 at Page 99-100 as recorded in the Office of the Sussex County Recorder of Deeds (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a parcel of land (the "Land Space") sufficient for the installation of LESSEE's equipment building; together with the non-exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twenty (20) foot wide right-of-way extending along an existing dirt/gravel access drive from the nearest public right-of-way, Cedar Avenue, to the Land Space; and together with any further rights of way (the "Further Rights of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Right of Way and Further Rights of Way, if any, are substantially described in Exhibit "A", attached hereto and made a part hereof and the Tower Space and the Land Space are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the Right of Way or Further Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way(s) either to the LESSEE or to the public utility at no cost to the LESSEE; provided, however, that: (i) LESSOR shall have the right of approval of the location(s) of any such additional right-of-way, such approval shall not be unreasonably withheld, delayed or conditioned; (ii) LESSEE agrees to pay LESSOR's actual, reasonable and documented costs incurred in review and approval of any such additional right-of-way; and (iii) in the event that LESSOR does not respond to LESSEE regarding same within fifteen (15) days after LESSEE's request, then LESSOR's approval shall be deemed given. LESSEE shall reimburse LESSOR for the aforementioned costs within 60 days after receipt of invoice from LESSOR for same.

Subject to LESSEE's receipt of all of Governmental Approvals (as defined in Paragraph 8), LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio

communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto; provided however that LESSOR shall have the right to review and approve the plans for LESSEE's communications facility prior to LESSEE installing its equipment, such approval not to be unreasonably withheld, delayed or conditioned. In the event that LESSOR does not give a response regarding same within thirty (30) days after submission by LESSEE, LESSOR's approval shall be deemed given. The Parties further agree that LESSEE's installation shall be performed by contractors that are approved by LESSOR, such approval likewise not to be unreasonably withheld, delayed or conditioned and in the event that LESSOR does not respond to LESSEE regarding same within fifteen (15) days after LESSEE notifies LESSOR of LESSEE's intended contractor(s), then LESSOR's approval shall be deemed given.

All work shall be performed in a good and workmanlike manner, in accordance with all applicable laws, regulations and building codes, and by subcontractors and materialmen duly licensed in the State of Delaware.

If LESSEE causes any damage to LESSOR'S water tower, LESSEE will immediately repair any damage restoring the water tower to its prior condition using LESSOR's designated contractor at LESSEE's sole cost and expense. LESSEE shall indemnify, defend and hold harmless LESSOR, employees and agents, from any and all suits, actions, liabilities, claims and costs which result in death, bodily injury or property damage arising out of such installation, removal and/or the repair, from time to time, of the same. Subject to Governmental Approvals and any other Federal, State, or Local laws or regulations, LESSEE shall paint all antennas and all transmitters a paint color selected by LESSOR to reasonably match the exterior of the Water Tower.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Twenty-Five Thousand Eight Hundred Dollars and Zero Cents (\$25,800.00) to be paid in equal monthly installments of Two Thousand One Hundred Dollars and Zero Cents (\$2,150.00) on the first day of the month, in advance, to LESSOR at 414 High Street, Seaford, Delaware 19973 or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. The "Commencement Date" shall be the earlier of (i) the first day of the month after LESSEE begins installation of LESSEE's communications equipment; or (ii) January 1, 2021 (either, the "Commencement Date"). The Parties agree to acknowledge the Commencement Date in writing. LESSOR and LESSEE

acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until sixty (60) 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, February 1 and March 1 by March 1. Notwithstanding the foregoing regarding the Commencement Date, the Parties hereby agree that, in the event that LESSEE has not yet begun construction (i.e., the Commencement Date trigger has not occurred) and LESSOR receives a good-faith, bona fide offer from another potential collocator that desires to install its equipment at the same location on the Water Tower that LESSEE is leasing under this Agreement, then in such case LESSEE shall have six (6) months from the date LESSOR gives LESSEE documentation of such third-party offer for LESSEE either (i) to begin construction and commence the Term of this Agreement or (ii) to amend this Agreement to set the Commencement Date as six (6) months from the date LESSEE receives the bona fide offer from LESSOR. Otherwise, such third-party collocator shall have the right to proceed with installation at LESSEE's mount height and LESSEE shall have the right to utilize an alternate location on the Water Tower, which the Parties would memorialize in an amendment to this Agreement.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 25.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE.

c. LESSOR shall, at all times during the Term, provide electrical service access (at LESSEE's Cost) within the Premises (LESSEE to secure its own telephone service access). If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. All invoices for power consumption shall be sent by the local utility company to LESSEE at Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375. LESSEE shall be permitted at any time during the Term, 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. LESSOR shall not be liable to LESSEE for damages because of any interruptions in utility services caused by third parties.

— 4. EXTENSIONS. Provided that this Agreement is in full force and effect and free of defaults by LESSEE (beyond any applicable notice and cure periods) on the day any extension term begins, this Agreement shall automatically be extended for four (4) additional five (5) year terms (each an "Extension Term") unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. The initial term and all Extension Terms shall be collectively referred to herein as the "Term".

5. RENTAL INCREASES. Immediately upon each anniversary of the Commencement Date, the Rent shall increase by an amount equal to two percent (2%) of the Rent in effect during the immediately preceding lease year, including during any Extension Terms. Such annual increase shall be effective automatically without further notice or demand by LESSOR.

6. ADDITIONAL EXTENSIONS. Intentionally Omitted.

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

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.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term, provided however, in no event shall any such replacements, additions or modifications increase the size of the Premises in either the Tower Space or the Land Space and provided, further that after LESSEE's initial installation in accordance with the Plans and Specifications, LESSOR's consent (which shall not be unreasonably withheld, conditioned or delayed) shall be required in connection with any alterations, additions or improvements made to the Tower Space or the Land Space by LESSEE. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. 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 the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnify Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees,

contractors or agents. The 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.

The indemnity obligations under this Paragraph will survive termination of this Agreement. LESSEE shall not subject LESSOR'S interest in the Premises or the Property to any mechanic's lien or any other lien whatsoever. If any mechanic's lien or other lien, charge or order for payment of money shall be filed as a result of the act or omission of LESSEE, LESSEE shall cause such lien, charge or order to be discharged or appropriately bonded or otherwise reasonably secured ("Secured") within thirty (30) days after notice from LESSOR thereof. If LESSEE shall fail to cause the lien or encumbrance to be Secured within the thirty (30) day period, then LESSOR shall be entitled but not obligated to, discharge or bond same. LESSEE shall indemnify and save LESSOR harmless from all liabilities and costs to the extent resulting directly from LESSEE'S failure to timely secure same.

10. INSURANCE.

a. The Parties agree that at their own cost and expense, each will maintain commercial general liability insurance with limits \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$2,000,000 for damage or destruction to the structure in any one occurrence. LESSEE will use commercially reasonable efforts to ensure that cancellation will not occur without at least 15 days prior written notice to LESSOR, and shall list LESSOR and LESSOR'S mortgagee (as identified by LESSOR from time to time in notice to LESSEE) as additional insureds as their interests may appear under this Agreement. LESSEE shall provide LESSOR insurance certificates prior to entering the Premises, and thereafter in each subsequent year during the Term LESSEE shall provide LESSOR current insurance certificates. 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 the Property, resulting from any fire, or other casualty which is insurable under "Causes of Loss – Special Form" property damage insurance or for 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, even if any such fire or other casualty shall have been caused by the fault or negligence of the other Party. 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.

b. LESSOR shall obtain and keep in force during the Term a Causes of Loss – Special Form commercial property insurance policy or policies insuring against loss or damage to the structure with full replacement valuation, as the same shall exist from time to time without a coinsurance feature.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 9 and 31, 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.

12. ANNUAL 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 annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

13. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment; provided that: (i) LESSEE agrees to provide LESSOR with at least forty-eight (48) hours' telephonic notice (at (302) 629-8307 or such other number as LESSOR may provide LESSEE from time to time) for non-emergency, routine site work; (ii) for emergency access LESSEE will provide as much prior telephonic notice to LESSOR as is practical under the circumstances and if not possible to so notify LESSOR beforehand than LESSEE shall notify LESSOR as soon as is practicable thereafter; and (iii) LESSEE agrees to provide LESSOR with the names of those engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision who are authorized to access the site and all such personnel shall carry due identification at all times when on the Property.

14. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 35 below). The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances. Any installation shall not affect the safety equipment of the Tower and shall impair safe access and climbing of the structure.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Not later than fifteen (15) days following the execution of this Agreement, LESSOR shall supply to LESSEE, to the extent in LESSOR'S possession, copies of all structural analysis reports that have been done with respect to the Tower and throughout the Term, LESSOR shall supply to

LESSEE copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same.

Upon request of the LESSOR, and on no more than one (1) occasion per ten (10) years (except for emergency repairs to the Tower), LESSEE agrees to relocate its equipment on a temporary basis (a "Temporary Relocation") for the purpose of LESSOR performing maintenance, repair or similar work at the Property or on the Tower provided:

- a. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;
- b. LESSEE pays all costs incurred for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination;
- c. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate;
- d. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- e. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSEE.

15. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance. Nothing herein shall prohibit LESSOR from permitting other parties to install and operate cellular communication antennae at the Property of which the Premises is a part, subject to the foregoing restrictions on interference.

16. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE 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 this 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 such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

17. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be equal to double the rent applicable during the month immediately preceding such expiration or earlier termination.

18. RIGHT OF FIRST REFUSAL. Intentionally Omitted.

19. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale 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 under the terms of this Agreement.

20. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

21. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

22. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE

in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. 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 under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

23. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

24. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, 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 LESSEE shall constitute an assignment hereunder.

25. NOTICES. 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 Seaford
414 High Street
Seaford, Delaware 19973

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, or in the case of U.S. First Class Mail, within three (3) business days after mailing.

26. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

27. SUBORDINATION AND NON-DISTURBANCE. Intentionally Omitted.

28. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

29. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach (provided, however, that LESSOR shall not be obligated to give such notice for monetary defaults more than twice in any calendar year). After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph. Upon a default by LESSEE which remains uncured following the applicable notice and cure period LESSOR may pursue any remedies available to it against LESSEE under applicable law, including, but not limited to, the right to terminate this Agreement. In addition to the foregoing, in lieu of terminating this Agreement due to breach thereof by LESSEE, without waiving its rights hereunder based on any breach by LESSEE, LESSOR may, but need not, cure any breach by LESSEE and may charge the reasonable cost thereof, together with interest at the per annum rate of 12%, (the "Default Rate") to LESSEE as additional rent, which sums shall be due and payable along with the next installment of monthly rent.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Upon a default by LESSOR which remains uncured following the applicable notice and cure period LESSEE may pursue any remedies available to it against LESSOR under applicable law, including, but not limited to, the right to terminate this Agreement. In addition to the foregoing, in lieu of terminating this Agreement due to breach thereof by LESSOR, without waiving its rights hereunder based on any breach by LESSOR, LESSEE may, but need not, cure any breach by LESSOR and may charge the reasonable cost thereof, together with interest at the per annum rate of 12%, (the "Default Rate") to LESSOR, which sums shall be due and payable within 90 days after receipt of an invoice for same.

30. REMEDIES. Intentionally Omitted.

31. 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 will not introduce or use, or permit the introduction or use of by any agent or contractor of LESSEE, any such Hazardous Substance on the Premises or the Property in violation of any 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 agrees that LESSEE is not responsible for any pre-existing conditions. LESSOR shall indemnify and hold harmless LESSEE for claims resulting from LESSOR's violation of any applicable EH&S Laws or LESSOR's 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, subject to LESSOR'S consent, 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.

32. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired. If as a result of any casualty the Premises is substantially destroyed, or the Tower on which LESSEE'S equipment is located is substantially destroyed or damaged, then LESSOR may, by written notice to LESSEE within six (6) months after such occurrence, elect to terminate this Agreement, in which event this Agreement shall terminate on the date specified in such notice, and all obligations of the parties hereunder shall be adjusted as of such date.

33. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably

be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

34. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

35. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Tower in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, 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 (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) 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 Tower in general, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

36. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

37. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

38. MOST FAVORED LESSEE. Intentionally Omitted.

39. MAINTENANCE. During the Term, LESSEE will maintain, repair and replace the Tower Space, the Land Space, and LESSEE's equipment located in the Premises and the Right of Way or elsewhere on the Property in good, safe condition, reasonable wear and tear and casualty damage excepted. LESSOR and its representatives may inspect LESSEE'S equipment, at reasonable times and upon reasonable notice, to determine whether LESSEE is in compliance with its obligations under this Agreement, provided LESSOR shall not enter the Premises except as expressly set forth below. If LESSEE does not timely make repairs to its equipment, to any portion of the Premises which it is utilizing, or to the utility lines or systems serving the Premises, and after notice and cure periods, LESSOR may deem LESSEE to be in default, and may pursue any remedies afforded to it under this Agreement or under applicable law. In the event of an emergency situation which poses an immediate threat of substantial harm or damage to persons or property on LESSOR's property and which requires entry onto the Property, LESSOR may enter the Premises and take actions as are reasonably required to protect individuals or personal property from immediate threat of substantial harm or damage; provided that promptly after the entry (and in no event later than 24 hours), LESSOR gives telephonic and written notice to LESSEE of LESSOR'S entry onto the Premises. Upon delivering at least 30 days prior written notice to LESSEE, LESSOR may enter and visually inspect the Premises provided that (i) LESSOR shall not access the Premises unless a representative from LESSEE is present (or LESSEE has waived, in writing, its right to have a representative present), and (ii), excluding instances when LESSOR accesses the Premises because of an emergency situation, LESSOR shall not access the Premises more than one (1) time in any calendar year. Except in the event of an emergency situation, LESSOR agrees that it will not enter the Premises without a representative of LESSEE being present.

40. PAYMENT UPON LESSEE'S TERMINATION. Except for termination at the end of a given five (5) year term, termination by LESSEE in the event of LESSOR's default and expiration of applicable cure period(s), termination due to casualty or condemnation as hereinafter provided or termination by LESSEE pursuant to Paragraphs 8(i) through 8(v), LESSEE shall be required to pay LESSOR a one (1) time, lump sum and non-refundable termination fee that is equal to six (6) months' rent under the current term, such termination fee to be considered as "additional rental".

41. LIABILITY. There shall be no personal liability of LESSOR or any partner, stockholder, officer, director or other principal of LESSOR in connection with this Agreement. LESSEE agrees to look solely to LESSOR's insurance and to the interest of LESSOR in the Property for the collection of any judgment or other judicial process requiring the payment of money by LESSOR in the event of any default or breach by LESSOR with respect to this Agreement or in any way relating to the Premises. No other assets of LESSOR or any principal of LESSOR shall be subject to levy, execution or other procedures for the satisfaction of LESSEE's remedies.

42. RELOCATION. LESSOR will have the one-time right to relocate the Premises, or any part thereof, to an alternate location on the Property (a "Relocation"); provided, however, that notwithstanding anything to the contrary herein, any relocation will (a) be at LESSOR's sole cost and expense, (b) be performed exclusively by LESSEE or its agents, (c) not result in any interruption of the communications service provided from the then existing Premises, (d) not impair, or in any manner adversely alter, the quality of communications service provided from the then existing Premises (as determined in LESSEE's reasonable discretion), and (e) be subject to receipt of all Governmental Approvals prior to the expiration of the Study Period as well as a satisfactory building structural analysis which will permit LESSEE use of the Premises as set forth above. Upon relocation of the Premises, the access and utility easements provided to LESSEE will be relocated as required, in the reasonable discretion of LESSEE, and at LESSOR's sole expense.

In order to exercise its relocation right, LESSOR must first deliver written notice (the "Relocation Notice") to LESSEE not less than 180 days prior to the proposed date of relocation (the "Relocation Date") setting forth the precise location of a proposed alternative Premises on the Property (the "Proposed Premises"). LESSEE will have 90 days from the date it receives the Relocation Notice (the "Study Period") to evaluate the Proposed Premises, during which period LESSEE will have the right to conduct all tests LESSEE deems necessary or desirable to determine technological feasibility of, and to seek Governmental Approvals for, the Proposed Premises. If LESSEE fails to approve of the Proposed Premises in writing within the Study Period, then LESSEE will be deemed to have disapproved the Proposed Premises. If LESSEE disapproves the Proposed Premises, LESSOR may thereafter propose another Proposed Premises by delivering another Relocation Notice to LESSEE in the manner set forth above. Any Proposed Premises that LESSOR and LESSEE agree upon in writing shall be the "Relocation Premises". If the Parties agree in writing on a Relocation Premises, LESSEE shall have until the Relocation Date to relocate to the Relocation Premises.

In the event of Relocation all references to the Premises in the Agreement will be deemed to be references to the Relocation Premises. Except as expressly provided in this Exhibit, LESSOR and LESSEE hereby agree that in no event will Relocation otherwise affect, alter, modify or change any of the terms and conditions of the Agreement.

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 Seaford

By: _____

Name: _____

Its: _____

Date: _____

WITNESS

LESSEE:

Cellco Partnership d/b/a Verizon Wireless

By: _____

Name: Susan Peluso

Its: Director Network Field Engineering

Date: _____

WITNESS

Exhibit A

VICINITY MAP



PROJECT NOTES

1. SITE INFORMATION OBTAINED FROM THE FOLLOWING:
 - A. EXISTING WATER TANK DRAWINGS PREPARED BY PITTSBURGH-CHESAIRE MOINES STEEL CO. DATED 06/16/1964.
 - B. EXISTING PLANS ENTITLED "DULANEY STREET PUMPING AND TREATMENT FACILITY" PREPARED BY GEORGE WILES, INC. DATED OCTOBER, 1988.
 - C. LIMITED FIELD OBSERVATIONS BY MASER CONSULTING P.A. ON 06/18/2018.
2. EXHIBIT "A" AS SUBMITTED IS A CONCEPTUAL REPRESENTATION OF THE LEASE AGREEMENT ONLY. FINAL CONSTRUCTION DRAWINGS MAY VARY TO COMPLY WITH CITY AND ZONING APPROVALS AND SHALL SUPERSEDE EXHIBIT "A".
3. THE LOCATION OF LESSEE'S PROPOSED UTILITIES ARE SHOWN FOR INFORMATION ONLY. THE LOCATION OF UTILITY COMPANIES AND MAY NEED TO BE RELOCATED.

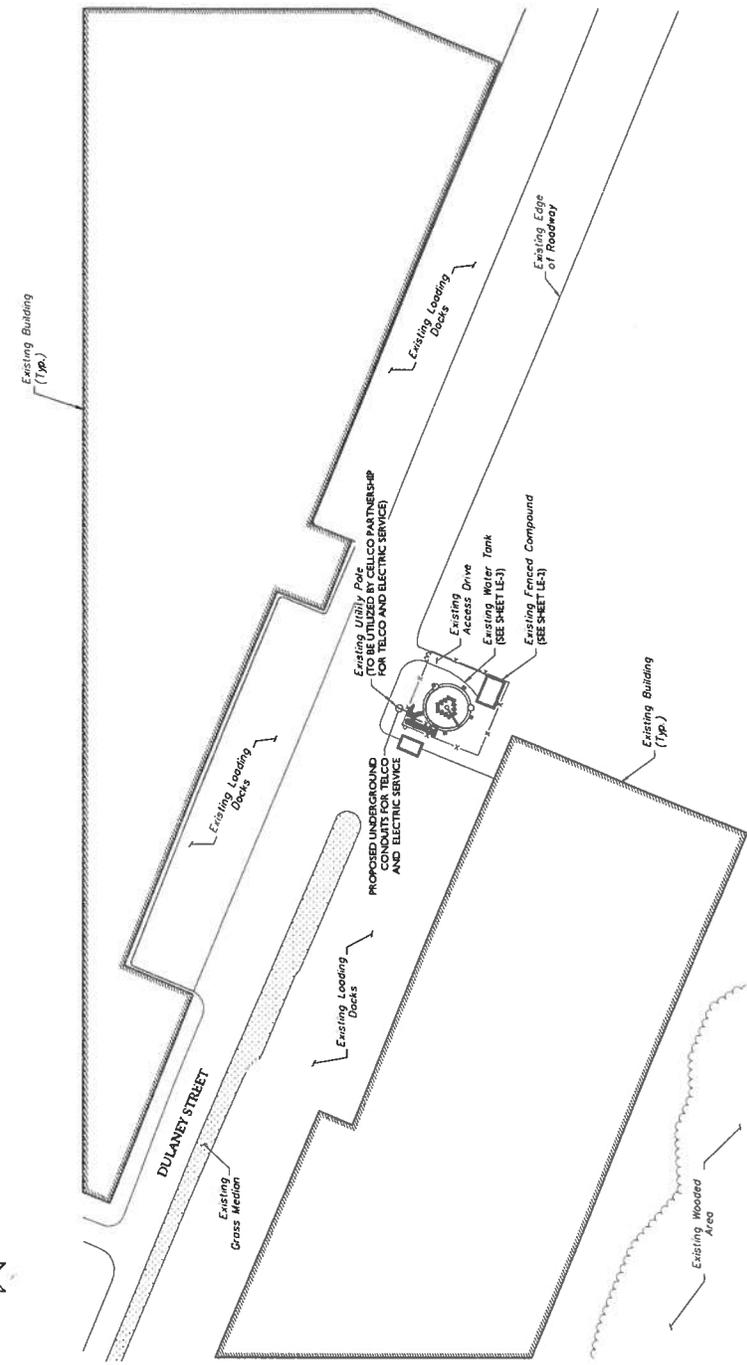
PROJECT INFORMATION

SITE INFORMATION
 JURISDICTION: CITY OF SEAFORD
 APPLICANT: CELCO PARTNERSHIP #864
 COMPANY: VERIZON WIRELESS
 ADDRESS: 512 TOWNSHIP LINE ROAD, BUILDING 2, FLOOR 3
 CITY, STATE, ZIP: BLUE BELL, PA 19422

WATER TANK OWNER
 TOWN: CITY OF SEAFORD
 ADDRESS: SEAFORD, DE 19713

SITE ACQUISITION
 COMPANY: NABC
 CONTACT: TODD GANNON
 PHONE: (610) 755-7707

ENGINEER
 COMPANY: MASER CONSULTING P.A.
 ADDRESS: 2000 MIDLANTIC DRIVE, SUITE 100
 CITY, STATE, ZIP: SEAFORD, DE 19713
 CONTACT: MATT GRAUBART, P.E.
 PHONE: (856) 797-0412
 E-MAIL: MGRAUBART@MASERCONSULTING.COM



SITE PLAN
 NOT TO SCALE

MASER CONSULTING P.A.
 2000 Midlantic Drive, Suite 100
 Seaford, DE 19713
 Phone: (856) 797-0412
 Fax: (856) 797-0413
 Email: mgraubart@maserconsulting.com

CELCO PARTNERSHIP #864
 VERIZON WIRELESS
 512 TOWNSHIP LINE ROAD
 BUILDING 2, FLOOR 3
 BLUE BELL, PA 19422

811
 THE NATIONAL UTILITIES LOCATING CENTER
 1000 PINE BLVD.
 SUITE 100
 BLUE BELL, PA 19422
 WWW.811.CC

| NO. | DATE | DESCRIPTION | DESIGNED BY | CHECKED BY |
|-----|----------|--------------------|-------------|------------|
| 1 | 10/20/18 | ISSUED FOR PERMITS | MM | MM |
| 2 | 10/20/18 | ISSUED FOR PERMITS | MM | MM |
| 3 | 10/20/18 | ISSUED FOR PERMITS | MM | MM |
| 4 | 10/20/18 | ISSUED FOR PERMITS | MM | MM |
| 5 | 10/20/18 | ISSUED FOR PERMITS | MM | MM |
| 6 | 10/20/18 | ISSUED FOR PERMITS | MM | MM |
| 7 | 10/20/18 | ISSUED FOR PERMITS | MM | MM |
| 8 | 10/20/18 | ISSUED FOR PERMITS | MM | MM |
| 9 | 10/20/18 | ISSUED FOR PERMITS | MM | MM |
| 10 | 10/20/18 | ISSUED FOR PERMITS | MM | MM |

SITE NAME:
 DOV CRAIGS POND
 1799 DULANEY STREET
 SEAFORD, DE 19713
 SUSSEX COUNTY

PROJECT NUMBER:
 LE-1

MASER
CONSULTANTS
 1000 N. MARKET STREET, SUITE 200
 PHILADELPHIA, PA 19107
 TEL: 215-562-1000 FAX: 215-562-1001
 WWW.MASERCONSULTANTS.COM

PROJECT: DOV CRAIGS POND
DATE: 08/14/2013
SCALE: AS SHOWN



CELCO PARTNERSHIP 4/01/4
VERIZON WIRELESS
 512 TOWNSHIP LINE ROAD
 BUILDING 3, FLOOR 3
 BLUE BELT, PA 19422

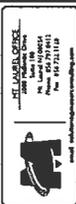


DATE: AS SHOWN **PROJECT:** PHOENIXIA

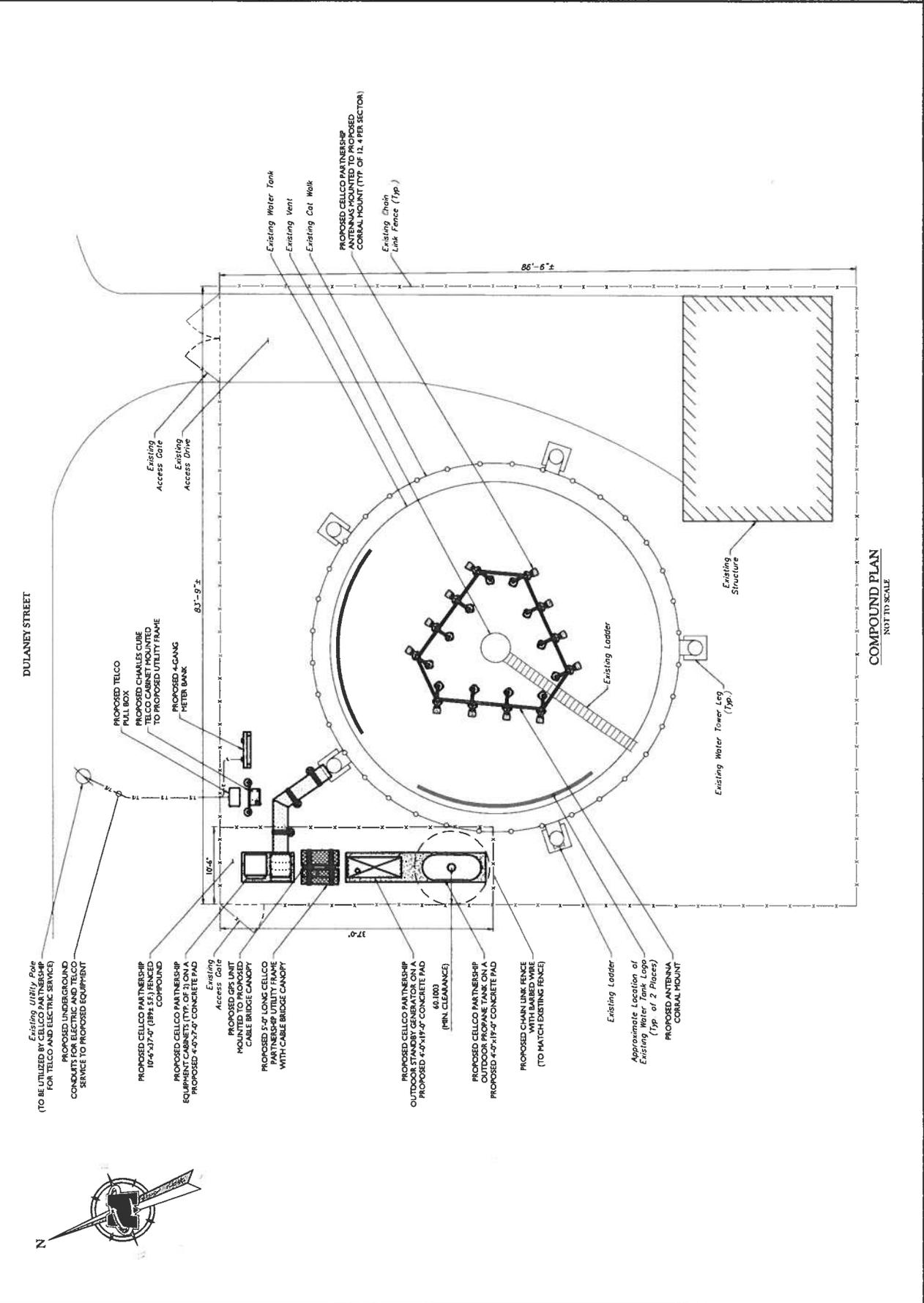
| NO. | DATE | DESCRIPTION | BY | CHK |
|-----|------------|-------------------|----|-----|
| 1 | 08/14/2013 | ISSUED FOR PERMIT | MM | MM |
| 2 | 08/14/2013 | ISSUED FOR PERMIT | MM | MM |
| 3 | 08/14/2013 | ISSUED FOR PERMIT | MM | MM |
| 4 | 08/14/2013 | ISSUED FOR PERMIT | MM | MM |
| 5 | 08/14/2013 | ISSUED FOR PERMIT | MM | MM |

SITE NAME:
DOV CRAIGS POND
1799 DULANEY STREET
SEAFORD, DE 19773
SUSSEX COUNTY

SCALE: NOT TO SCALE



COMPOUND PLAN
LE-2





MASER ENGINEERS
 1000 N. MARKET STREET, SUITE 100
 PHILADELPHIA, PA 19107
 TEL: 215-562-1000 FAX: 215-562-1001
 WWW.MASERENGINEERS.COM

PHILADELPHIA
 1000 N. MARKET STREET, SUITE 100
 PHILADELPHIA, PA 19107
 TEL: 215-562-1000 FAX: 215-562-1001
 WWW.MASERENGINEERS.COM

CHICAGO
 1000 N. MARKET STREET, SUITE 100
 PHILADELPHIA, PA 19107
 TEL: 215-562-1000 FAX: 215-562-1001
 WWW.MASERENGINEERS.COM

PHILADELPHIA
 1000 N. MARKET STREET, SUITE 100
 PHILADELPHIA, PA 19107
 TEL: 215-562-1000 FAX: 215-562-1001
 WWW.MASERENGINEERS.COM



CELCOO PARTNERSHIP 4/8/15
VERIZON WIRELESS
 512 TOWNSHIP LINE ROAD
 BUILDING 2, FLOOR 3
 BLUE BELT, PA 19432

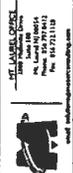


811
 PHILADELPHIA
 1000 N. MARKET STREET, SUITE 100
 PHILADELPHIA, PA 19107
 TEL: 215-562-1000 FAX: 215-562-1001
 WWW.MASERENGINEERS.COM

| NO. | DATE | DESCRIPTION | BY | CHKD. |
|-----|----------|--------------------|----|-------|
| 1 | 10/20/15 | ISSUED FOR PERMITS | MM | MM |
| 2 | 10/20/15 | ISSUED FOR PERMITS | MM | MM |
| 3 | 10/20/15 | ISSUED FOR PERMITS | MM | MM |
| 4 | 10/20/15 | ISSUED FOR PERMITS | MM | MM |
| 5 | 10/20/15 | ISSUED FOR PERMITS | MM | MM |
| 6 | 10/20/15 | ISSUED FOR PERMITS | MM | MM |
| 7 | 10/20/15 | ISSUED FOR PERMITS | MM | MM |
| 8 | 10/20/15 | ISSUED FOR PERMITS | MM | MM |
| 9 | 10/20/15 | ISSUED FOR PERMITS | MM | MM |
| 10 | 10/20/15 | ISSUED FOR PERMITS | MM | MM |

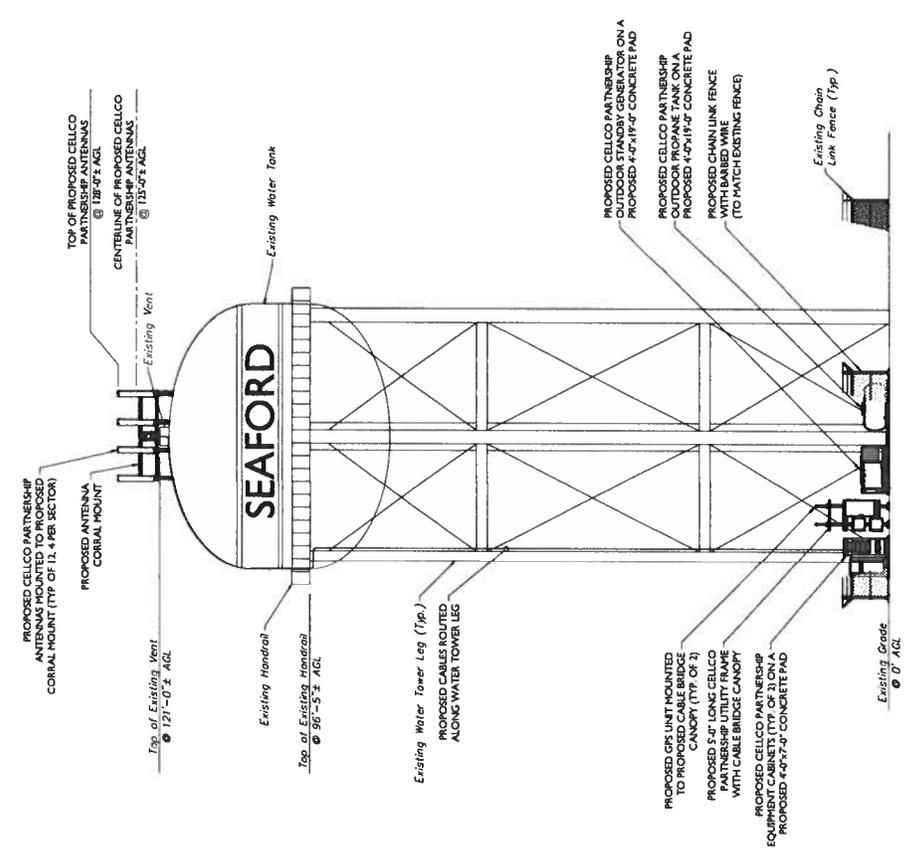
PROJECT: PERMITS
DATE: AS SHOWN

SITE NAME:
 DOV CRAIGS POND
 1798 JULIANY STREET
 SEAFORD DE 19773
 SUSSEX COUNTY



ELEVATION VIEW

LE-3



ELEVATION VIEW
 NOT TO SCALE

Exhibit B

- 12 antennas
- 9 radio heads
- 3 distribution boxes
- 3 cables

Exhibit C

SITE NAME: DOV Middleford
ATTY/DATE: Lozier, 1-27-19

Net # 10
4-9-19

WATER TOWER LEASE AGREEMENT

This non-exclusive Agreement, made this ___ day of _____, 20___, between the City of Seaford, with its principal offices at 414 High Street, Seaford, Delaware 19973, hereinafter designated LESSOR, and Cellco Partnership, a Delaware general 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. The 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. **PREMISES.** LESSOR hereby leases to the LESSEE a portion of that certain space ("the Tower Space") on the LESSOR's water tower, hereinafter referred to as the "Tower", located at 295 Cedar Avenue, Seaford, Sussex County, Delaware, as shown on the Tax Map of Sussex County as Parcel No. 431-4.00-72.00 and being further described in Deed Book 353 at Page 59 as recorded in the Office of the Sussex County Recorder of Deeds (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a parcel of land (the "Land Space") sufficient for the installation of LESSEE's equipment building; together with the non-exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twenty (20) foot wide right-of-way extending along an existing dirt/gravel access drive from the nearest public right-of-way, Cedar Avenue, to the Land Space; and together with any further rights of way (the "Further Rights of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Right of Way and Further Rights of Way, if any, are substantially described in Exhibit "A", attached hereto and made a part hereof and the Tower Space and the Land Space are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the Right of Way or Further Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way(s) either to the LESSEE or to the public utility at no cost to the LESSEE; provided, however, that: (i) LESSOR shall have the right of approval of the location(s) of any such additional right-of-way, such approval shall not be unreasonably withheld, delayed or conditioned; (ii) LESSEE agrees to pay LESSOR's actual, reasonable and documented costs incurred in review and approval of any such additional right-of-way; and (iii) in the event that LESSOR does not respond to LESSEE regarding same within fifteen (15) days after LESSEE's request, then LESSOR's approval shall be deemed given. LESSEE shall reimburse LESSOR for the aforementioned costs within 60 days after receipt of invoice from LESSOR for same.

Subject to LESSEE's receipt of all of Governmental Approvals (as defined in Paragraph 8), LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio

communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto; provided however that LESSOR shall have the right to review and approve the plans for LESSEE's communications facility prior to LESSEE installing its equipment, such approval not to be unreasonably withheld, delayed or conditioned. In the event that LESSOR does not give a response regarding same within thirty (30) days after submission by LESSEE, LESSOR's approval shall be deemed given. The Parties further agree that LESSEE's installation shall be performed by contractors that are approved by LESSOR, such approval likewise not to be unreasonably withheld, delayed or conditioned and in the event that LESSOR does not respond to LESSEE regarding same within fifteen (15) days after LESSEE notifies LESSOR of LESSEE's intended contractor(s), then LESSOR's approval shall be deemed given.

All work shall be performed in a good and workmanlike manner, in accordance with all applicable laws, regulations and building codes, and by subcontractors and materialmen duly licensed in the State of Delaware.

If LESSEE causes any damage to LESSOR'S water tower, LESSEE will immediately repair any damage restoring the water tower to its prior condition using LESSOR's designated contractor at LESSEE's sole cost and expense. LESSEE shall indemnify, defend and hold harmless LESSOR, employees and agents, from any and all suits, actions, liabilities, claims and costs which result in death, bodily injury or property damage arising out of such installation, removal and/or the repair, from time to time, of the same. Subject to Governmental Approvals and any other Federal, State, or Local laws or regulations, LESSEE shall paint all antennas and all transmitters a paint color selected by LESSOR to reasonably match the exterior of the Water Tower.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Twenty-Five Thousand Eight Hundred Dollars and Zero Cents (\$25,800.00) to be paid in equal monthly installments of Two Thousand One Hundred Dollars and Zero Cents (\$2,150.00) on the first day of the month, in advance, to LESSOR at 414 High Street, Seaford, Delaware 19973 or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. The "Commencement Date" shall be the earlier of (i) the first day of the month after LESSEE begins installation of LESSEE's communications equipment; or (ii) January 1, 2021 (either, the "Commencement Date"). The Parties agree to acknowledge the Commencement Date in writing. LESSOR and LESSEE

acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until sixty (60) 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, February 1 and March 1 by March 1. Notwithstanding the foregoing regarding the Commencement Date, the Parties hereby agree that, in the event that LESSEE has not yet begun construction (i.e., the Commencement Date trigger has not occurred) and LESSOR receives a good-faith, bona fide offer from another potential collocator that desires to install its equipment at the same location on the Water Tower that LESSEE is leasing under this Agreement, then in such case LESSEE shall have six (6) months from the date LESSOR gives LESSEE documentation of such third-party offer for LESSEE either (i) to begin construction and commence the Term of this Agreement or (ii) to amend this Agreement to set the Commencement Date as six (6) months from the date LESSEE receives the bona fide offer from LESSOR. Otherwise, such third-party collocator shall have the right to proceed with installation at LESSEE's mount height and LESSEE shall have the right to utilize an alternate location on the Water Tower, which the Parties would memorialize in an amendment to this Agreement.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 25.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE.

c. LESSOR shall, at all times during the Term, provide electrical service access (at LESSEE's Cost) within the Premises (LESSEE to secure its own telephone service access). If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. All invoices for power consumption shall be sent by the local utility company to LESSEE at Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375. LESSEE shall be permitted at any time during the Term, 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. LESSOR shall not be liable to LESSEE for damages because of any interruptions in utility services caused by third parties.

4. EXTENSIONS. Provided that this Agreement is in full force and effect and free of defaults by LESSEE (beyond any applicable notice and cure periods) on the day any extension term begins, this Agreement shall automatically be extended for four (4) additional five (5) year terms (each an "Extension Term") unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. The initial term and all Extension Terms shall be collectively referred to herein as the "Term".

5. RENTAL INCREASES. Immediately upon each anniversary of the Commencement Date, the Rent shall increase by an amount equal to two percent (2%) of the Rent in effect during the immediately preceding lease year, including during any Extension Terms. Such annual increase shall be effective automatically without further notice or demand by LESSOR.

6. ADDITIONAL EXTENSIONS. Intentionally Omitted.

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

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.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term, provided however, in no event shall any such replacements, additions or modifications increase the size of the Premises in either the Tower Space or the Land Space and provided, further that after LESSEE's initial installation in accordance with the Plans and Specifications, LESSOR's consent (which shall not be unreasonably withheld, conditioned or delayed) shall be required in connection with any alterations, additions or improvements made to the Tower Space or the Land Space by LESSEE. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. 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 the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnify Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees,

contractors or agents. The 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.

The indemnity obligations under this Paragraph will survive termination of this Agreement. LESSEE shall not subject LESSOR'S interest in the Premises or the Property to any mechanic's lien or any other lien whatsoever. If any mechanic's lien or other lien, charge or order for payment of money shall be filed as a result of the act or omission of LESSEE, LESSEE shall cause such lien, charge or order to be discharged or appropriately bonded or otherwise reasonably secured ("Secured") within thirty (30) days after notice from LESSOR thereof. If LESSEE shall fail to cause the lien or encumbrance to be Secured within the thirty (30) day period, then LESSOR shall be entitled but not obligated to, discharge or bond same. LESSEE shall indemnify and save LESSOR harmless from all liabilities and costs to the extent resulting directly from LESSEE'S failure to timely secure same.

10. INSURANCE.

a. The Parties agree that at their own cost and expense, each will maintain commercial general liability insurance with limits \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$2,000,000 for damage or destruction to the structure in any one occurrence. LESSEE will use commercially reasonable efforts to ensure that cancellation will not occur without at least 15 days prior written notice to LESSOR, and shall list LESSOR and LESSOR'S mortgagee (as identified by LESSOR from time to time in notice to LESSEE) as additional insureds as their interests may appear under this Agreement. LESSEE shall provide LESSOR insurance certificates prior to entering the Premises, and thereafter in each subsequent year during the Term LESSEE shall provide LESSOR current insurance certificates. 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 the Property, resulting from any fire, or other casualty which is insurable under "Causes of Loss – Special Form" property damage insurance or for 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, even if any such fire or other casualty shall have been caused by the fault or negligence of the other Party. 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.

b. LESSOR shall obtain and keep in force during the Term a Causes of Loss – Special Form commercial property insurance policy or policies insuring against loss or damage to the structure with full replacement valuation, as the same shall exist from time to time without a coinsurance feature.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 9 and 31, 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.

12. ANNUAL 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 annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

13. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment; provided that: (i) LESSEE agrees to provide LESSOR with at least forty-eight (48) hours' telephonic notice (at (302) 629-8307 or such other number as LESSOR may provide LESSEE from time to time) for non-emergency, routine site work; (ii) for emergency access LESSEE will provide as much prior telephonic notice to LESSOR as is practical under the circumstances and if not possible to so notify LESSOR beforehand than LESSEE shall notify LESSOR as soon as is practicable thereafter; and (iii) LESSEE agrees to provide LESSOR with the names of those engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision who are authorized to access the site and all such personnel shall carry due identification at all times when on the Property.

14. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 35 below). The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances. Any installation shall not affect the safety equipment of the Tower and shall impair safe access and climbing of the structure.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Not later than fifteen (15) days following the execution of this Agreement, LESSOR shall supply to LESSEE, to the extent in LESSOR'S possession, copies of all structural analysis reports that have been done with respect to the Tower and throughout the Term, LESSOR shall supply to

LESSEE copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same.

Upon request of the LESSOR, and on no more than one (1) occasion per ten (10) years (except for emergency repairs to the Tower), LESSEE agrees to relocate its equipment on a temporary basis (a "Temporary Relocation") for the purpose of LESSOR performing maintenance, repair or similar work at the Property or on the Tower provided:

- a. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;
- b. LESSEE pays all costs incurred for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination;
- c. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate;
- d. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- e. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSEE.

15. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance. Nothing herein shall prohibit LESSOR from permitting other parties to install and operate cellular communication antennae at the Property of which the Premises is a part, subject to the foregoing restrictions on interference.

16. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE 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 this 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 such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

17. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be equal to double the rent applicable during the month immediately preceding such expiration or earlier termination.

18. RIGHT OF FIRST REFUSAL. Intentionally Omitted.

19. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale 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 under the terms of this Agreement.

20. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

21. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

22. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE

in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. 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 under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

23. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

24. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, 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 LESSEE shall constitute an assignment hereunder.

25. NOTICES. 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 Seaford
 414 High Street
 Seaford, Delaware 19973

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, or in the case of U.S. First Class Mail, within three (3) business days after mailing.

26. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

27. SUBORDINATION AND NON-DISTURBANCE. Intentionally Omitted.

28. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

29. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach (provided, however, that LESSOR shall not be obligated to give such notice for monetary defaults more than twice in any calendar year). After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph. Upon a default by LESSEE which remains uncured following the applicable notice and cure period LESSOR may pursue any remedies available to it against LESSEE under applicable law, including, but not limited to, the right to terminate this Agreement. In addition to the foregoing, in lieu of terminating this Agreement due to breach thereof by LESSEE, without waiving its rights hereunder based on any breach by LESSEE, LESSOR may, but need not, cure any breach by LESSEE and may charge the reasonable cost thereof, together with interest at the per annum rate of 12%, (the "Default Rate") to LESSEE as additional rent, which sums shall be due and payable along with the next installment of monthly rent.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Upon a default by LESSOR which remains uncured following the applicable notice and cure period LESSEE may pursue any remedies available to it against LESSOR under applicable law, including, but not limited to, the right to terminate this Agreement. In addition to the foregoing, in lieu of terminating this Agreement due to breach thereof by LESSOR, without waiving its rights hereunder based on any breach by LESSOR, LESSEE may, but need not, cure any breach by LESSOR and may charge the reasonable cost thereof, together with interest at the per annum rate of 12%, (the "Default Rate") to LESSOR, which sums shall be due and payable within 90 days after receipt of an invoice for same.

30. REMEDIES. Intentionally Omitted.

31. 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 will not introduce or use, or permit the introduction or use of by any agent or contractor of LESSEE, any such Hazardous Substance on the Premises or the Property in violation of any 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 agrees that LESSEE is not responsible for any pre-existing conditions. LESSOR shall indemnify and hold harmless LESSEE for claims resulting from LESSOR's violation of any applicable EH&S Laws or LESSOR's 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, subject to LESSOR'S consent, 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.

32. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired. If as a result of any casualty the Premises is substantially destroyed, or the Tower on which LESSEE'S equipment is located is substantially destroyed or damaged, then LESSOR may, by written notice to LESSEE within six (6) months after such occurrence, elect to terminate this Agreement, in which event this Agreement shall terminate on the date specified in such notice, and all obligations of the parties hereunder shall be adjusted as of such date.

33. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably

be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

34. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

35. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Tower in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, 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 (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) 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 Tower in general, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

36. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

37. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

38. MOST FAVORED LESSEE. Intentionally Omitted.

39. MAINTENANCE. During the Term, LESSEE will maintain, repair and replace the Tower Space, the Land Space, and LESSEE's equipment located in the Premises and the Right of Way or elsewhere on the Property in good, safe condition, reasonable wear and tear and casualty damage excepted. LESSOR and its representatives may inspect LESSEE'S equipment, at reasonable times and upon reasonable notice, to determine whether LESSEE is in compliance with its obligations under this Agreement, provided LESSOR shall not enter the Premises except as expressly set forth below. If LESSEE does not timely make repairs to its equipment, to any portion of the Premises which it is utilizing, or to the utility lines or systems serving the Premises, and after notice and cure periods, LESSOR may deem LESSEE to be in default, and may pursue any remedies afforded to it under this Agreement or under applicable law. In the event of an emergency situation which poses an immediate threat of substantial harm or damage to persons or property on LESSOR's property and which requires entry onto the Property, LESSOR may enter the Premises and take actions as are reasonably required to protect individuals or personal property from immediate threat of substantial harm or damage; provided that promptly after the entry (and in no event later than 24 hours), LESSOR gives telephonic and written notice to LESSEE of LESSOR'S entry onto the Premises. Upon delivering at least 30 days prior written notice to LESSEE, LESSOR may enter and visually inspect the Premises provided that (i) LESSOR shall not access the Premises unless a representative from LESSEE is present (or LESSEE has waived, in writing, its right to have a representative present), and (ii), excluding instances when LESSOR accesses the Premises because of an emergency situation, LESSOR shall not access the Premises more than one (1) time in any calendar year. Except in the event of an emergency situation, LESSOR agrees that it will not enter the Premises without a representative of LESSEE being present.

40. PAYMENT UPON LESSEE'S TERMINATION. Except for termination at the end of a given five (5) year term, termination by LESSEE in the event of LESSOR's default and expiration of applicable cure period(s), termination due to casualty or condemnation as hereinafter provided or termination by LESSEE pursuant to Paragraphs 8(i) through 8(v), LESSEE shall be required to pay LESSOR a one (1) time, lump sum and non-refundable termination fee that is equal to six (6) months' rent under the current term, such termination fee to be considered as "additional rental".

41. LIABILITY. There shall be no personal liability of LESSOR or any partner, stockholder, officer, director or other principal of LESSOR in connection with this Agreement. LESSEE agrees to look solely to LESSOR's insurance and to the interest of LESSOR in the Property for the collection of any judgment or other judicial process requiring the payment of money by LESSOR in the event of any default or breach by LESSOR with respect to this Agreement or in any way relating to the Premises. No other assets of LESSOR or any principal of LESSOR shall be subject to levy, execution or other procedures for the satisfaction of LESSEE's remedies.

42. RELOCATION. LESSOR will have the one-time right to relocate the Premises, or any part thereof, to an alternate location on the Property (a "Relocation"); provided, however, that notwithstanding anything to the contrary herein, any relocation will (a) be at LESSOR's sole cost and expense, (b) be performed exclusively by LESSEE or its agents, (c) not result in any interruption of the communications service provided from the then existing Premises, (d) not impair, or in any manner adversely alter, the quality of communications service provided from the then existing Premises (as determined in LESSEE's reasonable discretion), and (e) be subject to receipt of all Governmental Approvals prior to the expiration of the Study Period as well as a satisfactory building structural analysis which will permit LESSEE use of the Premises as set forth above. Upon relocation of the Premises, the access and utility easements provided to LESSEE will be relocated as required, in the reasonable discretion of LESSEE, and at LESSOR's sole expense.

In order to exercise its relocation right, LESSOR must first deliver written notice (the "Relocation Notice") to LESSEE not less than 180 days prior to the proposed date of relocation (the "Relocation Date") setting forth the precise location of a proposed alternative Premises on the Property (the "Proposed Premises"). LESSEE will have 90 days from the date it receives the Relocation Notice (the "Study Period") to evaluate the Proposed Premises, during which period LESSEE will have the right to conduct all tests LESSEE deems necessary or desirable to determine technological feasibility of, and to seek Governmental Approvals for, the Proposed Premises. If LESSEE fails to approve of the Proposed Premises in writing within the Study Period, then LESSEE will be deemed to have disapproved the Proposed Premises. If LESSEE disapproves the Proposed Premises, LESSOR may thereafter propose another Proposed Premises by delivering another Relocation Notice to LESSEE in the manner set forth above. Any Proposed Premises that LESSOR and LESSEE agree upon in writing shall be the "Relocation Premises". If the Parties agree in writing on a Relocation Premises, LESSEE shall have until the Relocation Date to relocate to the Relocation Premises.

In the event of Relocation all references to the Premises in the Agreement will be deemed to be references to the Relocation Premises. Except as expressly provided in this Exhibit, LESSOR and LESSEE hereby agree that in no event will Relocation otherwise affect, alter, modify or change any of the terms and conditions of the Agreement.

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 Seaford

By: _____

Name: _____

Its: _____

Date: _____

WITNESS

LESSEE:

Cellco Partnership d/b/a Verizon Wireless

By: _____

Name: Susan Peluso

Its: Director Network Field Engineering

Date: _____

WITNESS

Exhibit A

Exhibit B

- 12 antennas
- 9 radio heads
- 3 distribution boxes
- 3 cables

Exhibit C

SITE NAME: DOV Nanticoke
ATTY/DATE: Lozier, 1-27-19

NB# 10
1-27-19

WATER TOWER LEASE AGREEMENT

This non-exclusive Agreement, made this ___ day of _____, 20___, between the City of Seaford, with its principal offices at 414 High Street, Seaford, Delaware 19973, hereinafter designated LESSOR, and Cellco Partnership, a Delaware general 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. The 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. PREMISES. LESSOR hereby leases to the LESSEE a portion of that certain space ("the Tower Space") on the LESSOR's water tower, hereinafter referred to as the "Tower", located at 295 Cedar Avenue, Seaford, Sussex County, Delaware, as shown on the Tax Map of Sussex County as Parcel No. 431-4.00-72.00 and being further described in Deed Book 353 at Page 59 as recorded in the Office of the Sussex County Recorder of Deeds (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a parcel of land (the "Land Space") sufficient for the installation of LESSEE's equipment building; together with the non-exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twenty (20) foot wide right-of-way extending along an existing dirt/gravel access drive from the nearest public right-of-way, Cedar Avenue, to the Land Space; and together with any further rights of way (the "Further Rights of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Right of Way and Further Rights of Way, if any, are substantially described in Exhibit "A", attached hereto and made a part hereof and the Tower Space and the Land Space are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the Right of Way or Further Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way(s) either to the LESSEE or to the public utility at no cost to the LESSEE; provided, however, that: (i) LESSOR shall have the right of approval of the location(s) of any such additional right-of-way, such approval shall not be unreasonably withheld, delayed or conditioned; (ii) LESSEE agrees to pay LESSOR's actual, reasonable and documented costs incurred in review and approval of any such additional right-of-way; and (iii) in the event that LESSOR does not respond to LESSEE regarding same within fifteen (15) days after LESSEE's request, then LESSOR's approval shall be deemed given. LESSEE shall reimburse LESSOR for the aforementioned costs within 60 days after receipt of invoice from LESSOR for same.

Subject to LESSEE's receipt of all of Governmental Approvals (as defined in Paragraph 8), LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio

communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto; provided however that LESSOR shall have the right to review and approve the plans for LESSEE's communications facility prior to LESSEE installing its equipment, such approval not to be unreasonably withheld, delayed or conditioned. In the event that LESSOR does not give a response regarding same within thirty (30) days after submission by LESSEE, LESSOR's approval shall be deemed given. The Parties further agree that LESSEE's installation shall be performed by contractors that are approved by LESSOR, such approval likewise not to be unreasonably withheld, delayed or conditioned and in the event that LESSOR does not respond to LESSEE regarding same within fifteen (15) days after LESSEE notifies LESSOR of LESSEE's intended contractor(s), then LESSOR's approval shall be deemed given.

All work shall be performed in a good and workmanlike manner, in accordance with all applicable laws, regulations and building codes, and by subcontractors and materialmen duly licensed in the State of Delaware.

If LESSEE causes any damage to LESSOR'S water tower, LESSEE will immediately repair any damage restoring the water tower to its prior condition using LESSOR's designated contractor at LESSEE's sole cost and expense. LESSEE shall indemnify, defend and hold harmless LESSOR, employees and agents, from any and all suits, actions, liabilities, claims and costs which result in death, bodily injury or property damage arising out of such installation, removal and/or the repair, from time to time, of the same. Subject to Governmental Approvals and any other Federal, State, or Local laws or regulations, LESSEE shall paint all antennas and all transmitters a paint color selected by LESSOR to reasonably match the exterior of the Water Tower.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Twenty-Five Thousand Eight Hundred Dollars and Zero Cents (\$25,800.00) to be paid in equal monthly installments of Two Thousand One Hundred Dollars and Zero Cents (\$2,150.00) on the first day of the month, in advance, to LESSOR at 414 High Street, Seaford, Delaware 19973 or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. The "Commencement Date" shall be the earlier of (i) the first day of the month after LESSEE begins installation of LESSEE's communications equipment; or (ii) January 1, 2021 (either, the "Commencement Date"). The Parties agree to acknowledge the Commencement Date in writing. LESSOR and LESSEE

acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until sixty (60) 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, February 1 and March 1 by March 1. Notwithstanding the foregoing regarding the Commencement Date, the Parties hereby agree that, in the event that LESSEE has not yet begun construction (i.e., the Commencement Date trigger has not occurred) and LESSOR receives a good-faith, bona fide offer from another potential collocator that desires to install its equipment at the same location on the Water Tower that LESSEE is leasing under this Agreement, then in such case LESSEE shall have six (6) months from the date LESSOR gives LESSEE documentation of such third-party offer for LESSEE either (i) to begin construction and commence the Term of this Agreement or (ii) to amend this Agreement to set the Commencement Date as six (6) months from the date LESSEE receives the bona fide offer from LESSOR. Otherwise, such third-party collocator shall have the right to proceed with installation at LESSEE's mount height and LESSEE shall have the right to utilize an alternate location on the Water Tower, which the Parties would memorialize in an amendment to this Agreement.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 25.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE.

c. LESSOR shall, at all times during the Term, provide electrical service access (at LESSEE's Cost) within the Premises (LESSEE to secure its own telephone service access). If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. All invoices for power consumption shall be sent by the local utility company to LESSEE at Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375. LESSEE shall be permitted at any time during the Term, 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. LESSOR shall not be liable to LESSEE for damages because of any interruptions in utility services caused by third parties.

4. EXTENSIONS. Provided that this Agreement is in full force and effect and free of defaults by LESSEE (beyond any applicable notice and cure periods) on the day any extension term begins, this Agreement shall automatically be extended for four (4) additional five (5) year terms (each an "Extension Term") unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. The initial term and all Extension Terms shall be collectively referred to herein as the "Term".

5. RENTAL INCREASES. Immediately upon each anniversary of the Commencement Date, the Rent shall increase by an amount equal to two percent (2%) of the Rent in effect during the immediately preceding lease year, including during any Extension Terms. Such annual increase shall be effective automatically without further notice or demand by LESSOR.

6. ADDITIONAL EXTENSIONS. Intentionally Omitted.

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

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.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term, provided however, in no event shall any such replacements, additions or modifications increase the size of the Premises in either the Tower Space or the Land Space and provided, further that after LESSEE's initial installation in accordance with the Plans and Specifications, LESSOR's consent (which shall not be unreasonably withheld, conditioned or delayed) shall be required in connection with any alterations, additions or improvements made to the Tower Space or the Land Space by LESSEE. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. 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 the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnify Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees,

contractors or agents. The 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.

The indemnity obligations under this Paragraph will survive termination of this Agreement. LESSEE shall not subject LESSOR'S interest in the Premises or the Property to any mechanic's lien or any other lien whatsoever. If any mechanic's lien or other lien, charge or order for payment of money shall be filed as a result of the act or omission of LESSEE, LESSEE shall cause such lien, charge or order to be discharged or appropriately bonded or otherwise reasonably secured ("Secured") within thirty (30) days after notice from LESSOR thereof. If LESSEE shall fail to cause the lien or encumbrance to be Secured within the thirty (30) day period, then LESSOR shall be entitled but not obligated to, discharge or bond same. LESSEE shall indemnify and save LESSOR harmless from all liabilities and costs to the extent resulting directly from LESSEE'S failure to timely secure same.

10. INSURANCE.

a. The Parties agree that at their own cost and expense, each will maintain commercial general liability insurance with limits \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$2,000,000 for damage or destruction to the structure in any one occurrence. LESSEE will use commercially reasonable efforts to ensure that cancellation will not occur without at least 15 days prior written notice to LESSOR, and shall list LESSOR and LESSOR'S mortgagee (as identified by LESSOR from time to time in notice to LESSEE) as additional insureds as their interests may appear under this Agreement. LESSEE shall provide LESSOR insurance certificates prior to entering the Premises, and thereafter in each subsequent year during the Term LESSEE shall provide LESSOR current insurance certificates. 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 the Property, resulting from any fire, or other casualty which is insurable under "Causes of Loss – Special Form" property damage insurance or for 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, even if any such fire or other casualty shall have been caused by the fault or negligence of the other Party. 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.

b. LESSOR shall obtain and keep in force during the Term a Causes of Loss – Special Form commercial property insurance policy or policies insuring against loss or damage to the structure with full replacement valuation, as the same shall exist from time to time without a coinsurance feature.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 9 and 31, 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.

12. ANNUAL 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 annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

13. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment; provided that: (i) LESSEE agrees to provide LESSOR with at least forty-eight (48) hours' telephonic notice (at (302) 629-8307 or such other number as LESSOR may provide LESSEE from time to time) for non-emergency, routine site work; (ii) for emergency access LESSEE will provide as much prior telephonic notice to LESSOR as is practical under the circumstances and if not possible to so notify LESSOR beforehand than LESSEE shall notify LESSOR as soon as is practicable thereafter; and (iii) LESSEE agrees to provide LESSOR with the names of those engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision who are authorized to access the site and all such personnel shall carry due identification at all times when on the Property.

14. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 35 below). The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances. Any installation shall not affect the safety equipment of the Tower and shall impair safe access and climbing of the structure.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Not later than fifteen (15) days following the execution of this Agreement, LESSOR shall supply to LESSEE, to the extent in LESSOR'S possession, copies of all structural analysis reports that have been done with respect to the Tower and throughout the Term, LESSOR shall supply to

LESSEE copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same.

Upon request of the LESSOR, and on no more than one (1) occasion per ten (10) years (except for emergency repairs to the Tower), LESSEE agrees to relocate its equipment on a temporary basis (a "Temporary Relocation") for the purpose of LESSOR performing maintenance, repair or similar work at the Property or on the Tower provided:

- a. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;
- b. LESSEE pays all costs incurred for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination;
- c. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate;
- d. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- e. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSEE.

15. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance. Nothing herein shall prohibit LESSOR from permitting other parties to install and operate cellular communication antennae at the Property of which the Premises is a part, subject to the foregoing restrictions on interference.

16. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE 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 this 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 such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

17. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be equal to double the rent applicable during the month immediately preceding such expiration or earlier termination.

18. RIGHT OF FIRST REFUSAL. Intentionally Omitted.

19. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale 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 under the terms of this Agreement.

20. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

21. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

22. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE

in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. 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 under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

23. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

24. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, 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 LESSEE shall constitute an assignment hereunder.

25. NOTICES. 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 Seaford
414 High Street
Seaford, Delaware 19973

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, or in the case of U.S. First Class Mail, within three (3) business days after mailing.

26. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

27. SUBORDINATION AND NON-DISTURBANCE. Intentionally Omitted.

28. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

29. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach (provided, however, that LESSOR shall not be obligated to give such notice for monetary defaults more than twice in any calendar year). After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph. Upon a default by LESSEE which remains uncured following the applicable notice and cure period LESSOR may pursue any remedies available to it against LESSEE under applicable law, including, but not limited to, the right to terminate this Agreement. In addition to the foregoing, in lieu of terminating this Agreement due to breach thereof by LESSEE, without waiving its rights hereunder based on any breach by LESSEE, LESSOR may, but need not, cure any breach by LESSEE and may charge the reasonable cost thereof, together with interest at the per annum rate of 12%, (the "Default Rate") to LESSEE as additional rent, which sums shall be due and payable along with the next installment of monthly rent.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Upon a default by LESSOR which remains uncured following the applicable notice and cure period LESSEE may pursue any remedies available to it against LESSOR under applicable law, including, but not limited to, the right to terminate this Agreement. In addition to the foregoing, in lieu of terminating this Agreement due to breach thereof by LESSOR, without waiving its rights hereunder based on any breach by LESSOR, LESSEE may, but need not, cure any breach by LESSOR and may charge the reasonable cost thereof, together with interest at the per annum rate of 12%, (the "Default Rate") to LESSOR, which sums shall be due and payable within 90 days after receipt of an invoice for same.

30. REMEDIES. Intentionally Omitted.

31. 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 will not introduce or use, or permit the introduction or use of by any agent or contractor of LESSEE, any such Hazardous Substance on the Premises or the Property in violation of any 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 agrees that LESSEE is not responsible for any pre-existing conditions. LESSOR shall indemnify and hold harmless LESSEE for claims resulting from LESSOR's violation of any applicable EH&S Laws or LESSOR's 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, subject to LESSOR'S consent, 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.

32. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired. If as a result of any casualty the Premises is substantially destroyed, or the Tower on which LESSEE'S equipment is located is substantially destroyed or damaged, then LESSOR may, by written notice to LESSEE within six (6) months after such occurrence, elect to terminate this Agreement, in which event this Agreement shall terminate on the date specified in such notice, and all obligations of the parties hereunder shall be adjusted as of such date.

33. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably

be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

34. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

35. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Tower in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, 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 (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) 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 Tower in general, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

36. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

37. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

38. MOST FAVORED LESSEE. Intentionally Omitted.

39. MAINTENANCE. During the Term, LESSEE will maintain, repair and replace the Tower Space, the Land Space, and LESSEE's equipment located in the Premises and the Right of Way or elsewhere on the Property in good, safe condition, reasonable wear and tear and casualty damage excepted. LESSOR and its representatives may inspect LESSEE'S equipment, at reasonable times and upon reasonable notice, to determine whether LESSEE is in compliance with its obligations under this Agreement, provided LESSOR shall not enter the Premises except as expressly set forth below. If LESSEE does not timely make repairs to its equipment, to any portion of the Premises which it is utilizing, or to the utility lines or systems serving the Premises, and after notice and cure periods, LESSOR may deem LESSEE to be in default, and may pursue any remedies afforded to it under this Agreement or under applicable law. In the event of an emergency situation which poses an immediate threat of substantial harm or damage to persons or property on LESSOR's property and which requires entry onto the Property, LESSOR may enter the Premises and take actions as are reasonably required to protect individuals or personal property from immediate threat of substantial harm or damage; provided that promptly after the entry (and in no event later than 24 hours), LESSOR gives telephonic and written notice to LESSEE of LESSOR'S entry onto the Premises. Upon delivering at least 30 days prior written notice to LESSEE, LESSOR may enter and visually inspect the Premises provided that (i) LESSOR shall not access the Premises unless a representative from LESSEE is present (or LESSEE has waived, in writing, its right to have a representative present), and (ii), excluding instances when LESSOR accesses the Premises because of an emergency situation, LESSOR shall not access the Premises more than one (1) time in any calendar year. Except in the event of an emergency situation, LESSOR agrees that it will not enter the Premises without a representative of LESSEE being present.

40. PAYMENT UPON LESSEE'S TERMINATION. Except for termination at the end of a given five (5) year term, termination by LESSEE in the event of LESSOR's default and expiration of applicable cure period(s), termination due to casualty or condemnation as hereinafter provided or termination by LESSEE pursuant to Paragraphs 8(i) through 8(v), LESSEE shall be required to pay LESSOR a one (1) time, lump sum and non-refundable termination fee that is equal to six (6) months' rent under the current term, such termination fee to be considered as "additional rental".

41. LIABILITY. There shall be no personal liability of LESSOR or any partner, stockholder, officer, director or other principal of LESSOR in connection with this Agreement. LESSEE agrees to look solely to LESSOR's insurance and to the interest of LESSOR in the Property for the collection of any judgment or other judicial process requiring the payment of money by LESSOR in the event of any default or breach by LESSOR with respect to this Agreement or in any way relating to the Premises. No other assets of LESSOR or any principal of LESSOR shall be subject to levy, execution or other procedures for the satisfaction of LESSEE's remedies.

42. RELOCATION. LESSOR will have the one-time right to relocate the Premises, or any part thereof, to an alternate location on the Property (a "Relocation"); provided, however, that notwithstanding anything to the contrary herein, any relocation will (a) be at LESSOR's sole cost and expense, (b) be performed exclusively by LESSEE or its agents, (c) not result in any interruption of the communications service provided from the then existing Premises, (d) not impair, or in any manner adversely alter, the quality of communications service provided from the then existing Premises (as determined in LESSEE's reasonable discretion), and (e) be subject to receipt of all Governmental Approvals prior to the expiration of the Study Period as well as a satisfactory building structural analysis which will permit LESSEE use of the Premises as set forth above. Upon relocation of the Premises, the access and utility easements provided to LESSEE will be relocated as required, in the reasonable discretion of LESSEE, and at LESSOR's sole expense.

In order to exercise its relocation right, LESSOR must first deliver written notice (the "Relocation Notice") to LESSEE not less than 180 days prior to the proposed date of relocation (the "Relocation Date") setting forth the precise location of a proposed alternative Premises on the Property (the "Proposed Premises"). LESSEE will have 90 days from the date it receives the Relocation Notice (the "Study Period") to evaluate the Proposed Premises, during which period LESSEE will have the right to conduct all tests LESSEE deems necessary or desirable to determine technological feasibility of, and to seek Governmental Approvals for, the Proposed Premises. If LESSEE fails to approve of the Proposed Premises in writing within the Study Period, then LESSEE will be deemed to have disapproved the Proposed Premises. If LESSEE disapproves the Proposed Premises, LESSOR may thereafter propose another Proposed Premises by delivering another Relocation Notice to LESSEE in the manner set forth above. Any Proposed Premises that LESSOR and LESSEE agree upon in writing shall be the "Relocation Premises". If the Parties agree in writing on a Relocation Premises, LESSEE shall have until the Relocation Date to relocate to the Relocation Premises.

In the event of Relocation all references to the Premises in the Agreement will be deemed to be references to the Relocation Premises. Except as expressly provided in this Exhibit, LESSOR and LESSEE hereby agree that in no event will Relocation otherwise affect, alter, modify or change any of the terms and conditions of the Agreement.

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 Seaford

By: _____

Name: _____

Its: _____

Date: _____

WITNESS

LESSEE:

Cellco Partnership d/b/a Verizon Wireless

By: _____

Name: Susan Peluso

Its: Director Network Field Engineering

Date: _____

WITNESS

Exhibit A

VICINITY MAP



PROJECT NOTES

- SITE INFORMATION OBTAINED FROM THE FOLLOWING:
 - EXISTING PLANS TITLED "IMPROVEMENTS TO WATER STORMWATER MANAGEMENT FACILITIES" PREPARED BY CELCO PARTNERSHIP ENGINEER OF SEAFORD, PA, DATED MARCH 1994.
 - LIMITED FIELD OBSERVATIONS BY MASER CONSULTING P.A. ON 04/02/04.
- EXHIBIT "A" AS SUBMITTED IS A CONCEPTUAL REPRESENTATION OF THE PROPOSED PROJECT. FINAL OPERATIONAL DESIGN AND CONSTRUCTION SHALL BE SUBJECT TO THE REVIEW AND APPROVAL OF THE APPLICABLE BUILDING CODES AND ZONING APPROVALS AND WILL SUPPLEMENT EXHIBIT "A".
- THE LOCATION OF LESSEES PROPOSED UTILITIES ARE SUBJECT TO THE REVIEW AND APPROVAL OF THE RESPECTIVE UTILITY COMPANIES AND MAY NEED TO BE RELOCATED.

PROJECT INFORMATION

SITE INFORMATION
 JURISDICTION: TOWN OF SEAFORD

APPLICANT/CELCO PARTNERSHIP
 COMPANY: CELCO PARTNERSHIP #6/4
 ADDRESS: 512 TOWNSHIP LINE ROAD, BUILDING 2, FLOOR 3
 CITY, STATE, ZIP: BLUE BELL, PA 19422

WATER TANK OWNER
 TOWN: CITY OF SEAFORD
 ADDRESS: 414 HIGH STREET
 CITY, STATE, ZIP: SEAFORD, DE 19773

SITE ACQUISITION
 COMPANY: WIRELESS ACCESS TECHNOLOGIES, INC.
 CONTACT: JEFFREY L. GIBSON
 PHONE: (487) 332-2163

ENGINEER
 COMPANY: MASER CONSULTING P.A.
 ADDRESS: 2000 MID ATLANTIC DRIVE, SUITE 100
 CITY, STATE, ZIP: MT. LAUREL, NJ 08054
 CONTACT: MATT GRAUBART, P.E.
 PHONE: (856) 779-9812
 EMAIL: MGR@MATTGRAUBARTCONSULTING.COM

MASER CONSULTING P.A.
 2000 Mid Atlantic Drive, Suite 100
 Mt. Laurel, NJ 08054
 Phone: (856) 779-9812
 Fax: (856) 779-9813
 Email: info@maserconsulting.com

verizon

CELCO PARTNERSHIP #6/4
 VERIZON WIRELESS
 512 TOWNSHIP LINE ROAD
 BUILDING 2, FLOOR 3
 BLUE BELL, PA 19422

811
 FOR YOUR SAFETY, CALL BEFORE YOU DIG
 www.call811.com

| NO. | AS SHOWN | REVISION |
|-----|---|----------|
| 1 | PROPOSED UNDERGROUND CONDUIT FOR TELCO AND ELECTRIC SERVICE | |
| 2 | PROPOSED CELCO PARTNERSHIP #6/4 FENCED COMPOUND EXPANSION | |
| 3 | PROPOSED UNDERGROUND CONDUIT FOR TELCO AND ELECTRIC SERVICE | |
| 4 | PROPOSED UNDERGROUND CONDUIT FOR TELCO AND ELECTRIC SERVICE | |
| 5 | PROPOSED UNDERGROUND CONDUIT FOR TELCO AND ELECTRIC SERVICE | |
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| 50 | PROPOSED UNDERGROUND CONDUIT FOR TELCO AND ELECTRIC SERVICE | |

SITE NAME:
 DOV NANTICOKE
 295 CEDAR AVENUE
 SEAFORD, DE 19773
 SUSSEX COUNTY

NOTE:
 THE UTILITIES LOCATIONS SHOWN ARE PRELIMINARY AND MAY VARY PENDING THE FINAL R.F. DESIGN.

JEFFREY L. GIBSON
 LICENSED PROFESSIONAL ENGINEER
 No. 100000000
 State of Delaware

SITE PLAN
 LE-1

Exhibit B

- 12 antennas
- 9 radio heads
- 3 distribution boxes
- 3 cables

Exhibit C

NB # 11
4-9-19

MEMORANDUM

TO: Charles Anderson, CM

FR: Berley Mears, DPW

RE: Clean Up Week

DT: April 4, 2019

The City received two bids for the above referenced project. Please see the below table:

| Bidder | Price Per Pull | Total Base Bid |
|-------------------|----------------|----------------|
| Waste Industries | \$175.00 | \$23,250 |
| Republic Services | \$185.00 | \$23,550 |

It is my recommendation that the bid be awarded to Waste Industries, in the amount of \$175.00 per pull; with a total base bid of \$23,250.00 which is over budget. This total base bid amount is derived from an estimated number of pulls and disposal tonnage based off of past clean-up week totals. The base bid is subject to variations pending the number of pulls and tonnage received.

Please present this information to Mayor and Council at the April 9, 2019 meeting for their consideration.

Please contact me should you have any questions.

Thank you.



NB#12
4/9/19

414 High Street | PO BOX 1100
Seaford, DE 19973
302.629.9173
302.629.9307 fax
www.seafordde.com

TO: Charles D. Anderson, City Manager
FROM: Tracy Torbert, City Clerk
DATE: April 5, 2019
RE: Formal Property Tax Appeals

I have spoken with Eric Piner from PTA/DELVAL in reference to setting a date for formal property tax appeals. After discussing dates with him, it was agreed that May 14, 2019 works for his schedule to attend the City Council meeting to hear appeals.

Please present this request to the Mayor and City Council at their regular meeting on April 9, 2019 for approval so that the proper notices can be given.

If you have any questions, please feel to contact me. Thank you for your consideration.

The Perfect Place to Start.