

Site Number: MD-T21.42
 Site Name: Castle Cliff

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT (this "**Agreement**"), dated 2/19/25, is entered into by **Montgomery County, Maryland**, a body politic and corporate and political subdivision of the State of Maryland, having a mailing address of 101 Monroe Street, Rockville, Maryland 20850 (the "**Landlord**"), and **Network Towers II, LLC**, a Maryland limited liability company, having a mailing address of 6095 Marshalee Drive Suite 300 Elkridge, Maryland 21075 (the "**Tenant**"). For purposes hereof, the term "**Party**" shall refer singularly to Landlord or Tenant and the term "**Parties**" shall collectively refer to Landlord and Tenant.

BACKGROUND

Landlord owns that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at **14335 Cape May Road**, in the County of Montgomery, State of Maryland, as described on **Exhibit 1** attached hereto and incorporated herein (the "**Property**"). Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement. Tenant desires to acquire an option to lease the Property from Landlord, the Parties have reached an agreement regarding the terms, conditions and provisions with respect to: (i) the hereinafter defined Option; and (ii) the leasehold interest in the event the Option is exercised by Tenant in accordance herewith, and the Parties are executing this Agreement to memorialize the terms, conditions and provisions regarding such agreement and understanding.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties and intending to be legally bound hereby as of the Effective Date, the Parties agree as follows:

OPTION TERMS

1. OPTION TO LEASE.

(a) Landlord hereby grants to Tenant an exclusive option (the "**Option**") to lease a certain portion of the Property containing approximately Fourteen Hundred and forty square feet (1,440 S.F.) (30' x 48') plus Three hundred and seventy five square feet (375 S.F.) for propane tanks, including the air space above that portion of the Property, together with non-exclusive unrestricted pedestrian and vehicular access to and from the nearest public right-of-way along the Property to and from the Premises, as such premises and such unrestricted access way are more particularly described on **Exhibit 2**, attached hereto and incorporated herein (collectively, the "**Premises**").

(b) During the Initial Option Term (hereinafter defined) and any Renewal Option Term (hereinafter defined), as applicable, and during the Lease Term (hereinafter defined), Tenant and its agents, employees, clients, contractors, engineers, surveyors and other representatives, at their sole risk and expense, shall have the right, with 24 hours notice, to enter upon the Property, to inspect, examine, survey, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, construction permits and any other permits or approvals (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary and appropriate in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property, and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party in connection with any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by the Tests. Tenant will restore the Property to substantially the same condition as it existed at the commencement of the Option Term (as defined below), reasonable wear and tear, casualty or damage not caused by Tenant excepted. In addition, subject to the terms of this Agreement, Tenant shall indemnify, defend or the option of Landlord pay

for the defense of, and hold Landlord harmless from and against any and all injury, loss, damage or claims, including reasonable attorney's fees and costs, arising directly out of the Tests.

(c) In consideration of Landlord granting the Option to Tenant, Tenant agrees to pay Landlord the sum of One thousand and No/100 Dollars (\$1,000.00) (the "**Option Fee**") within thirty (30) business days following the Effective Date at the address and contact information of Landlord set forth below. The Option granted hereunder will commence on the Effective Date and expire on the first (1st) anniversary thereof (the "**Initial Option Term**"), unless Tenant exercises one or more of the Renewal Options set forth in this subparagraph. The Initial Option Term may be renewed and extended by Tenant (a "**Renewal Option**") for a maximum of two (2), additional one (1)-year option terms (a "**Renewal Option Term**") upon written notification to Landlord prior to the expiration date of the then current Initial Option Term or Renewal Option Term, as applicable. The exercise by Tenant of each Renewal Option will require the payment of an additional Option Fee in the amount of One thousand and No/100 Dollars (\$1,000.00) (the "**Renewal Option Fee**") to be sent to Landlord prior to the expiration date of the then Current Option Term. Landlord agrees that the Option Fee and any renewal Option Fees shall be applied to Rent upon the Commencement Date of this Agreement. For purposes hereof, the Initial Option Term and any Renewal Option Term exercised by Tenant hereunder shall be collectively referred to as the "**Option Term**".

(d) Notwithstanding anything herein to the contrary, the Option may be sold, assigned or transferred at any time by Tenant subject to review and approval rights not to be unreasonably withheld upon notice to Landlord. Provided that the buyer, assignee, or transferee agrees to be subject to the terms hereof, then from and after the date the Option has been sold, assigned or transferred by Tenant, Tenant shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due automatically and without any further action by either Party.

(e) At any time prior to the expiration of the Option Term, Tenant may exercise the Option by giving Landlord written notice (the "**Exercise Notice**") that Tenant desires to exercise the Option and lease the Premises in accordance with this Agreement. Upon the giving of the Exercise Notice, (i) this Agreement shall be deemed for all purposes a legally enforceable lease between Landlord, as lessor, and Tenant, as lessee, granting a leasehold to Tenant, and (ii) Landlord hereby leases and demises the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Option Term, this Agreement will terminate and the Parties will have no further rights or obligations hereunder, except for any obligations that expressly survive termination and the provisions set forth below entitled "LEASE TERMS FOLLOWING OPTION EXERCISE" shall terminate.

(f) If during the Option Term or during the Lease Term (hereinafter defined) if the Option is exercised by Tenant as set forth above, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, Property, or any of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**"), Landlord shall immediately notify Tenant in writing of such material change ("**Material Change**"). Notwithstanding anything herein to the contrary, in all cases, any sale, lease, assignment, finance, encumbrance, development and/or other disposition of the Property (or any portion thereof) (a "**Transfer**") shall be subject to Tenant's rights under this Agreement, including, without limitation, the ROFR (hereinafter defined below). Landlord agrees that during the Option Term, or during the Term of this Agreement if the Option is exercised, Landlord shall not initiate, impose or consent (and, in all cases, Landlord shall object to and protest) any Material Change or impose or consent to any other restriction that would prevent or limit Tenant from using the Premises for the Permitted Use intended by Tenant as hereinafter set forth in this Agreement.

LEASE TERMS FOLLOWING OPTION EXERCISE

2. PERMITTED USE.

(a) Tenant and its clients, customers, licensees, subtenants and other designees (collectively, the "**Tenant Parties**") may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of Tenant's communications fixtures and related equipment, cables, fiber optic cables, accessories and improvements of every nature and every kind, which may include a suitable support structure, tower, associated antennas, I beams, equipment shelters or cabinets, fencing, and to improve present utilities on the Premises (including but not limited to the installation of

emergency power generators) and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify, remove, and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 2** (the "**Facility Concept**") will not be deemed to limit Tenant's Permitted Use. If the Facility Concept includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of the Facility Concept. Tenant has the right to install and operate transmission cables from the equipment shelter(s) or cabinet(s) to the antennas, electric lines from the main feed to the equipment shelter(s) or cabinet(s) and communication lines from the main entry point to the equipment shelter(s) or cabinet(s), and to make Property improvements, alterations, upgrades or additions appropriate for Tenant's use ("**Tenant Changes**"). Tenant Changes include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises. A non-exclusive, unimpaired landscape easement for the purposes of providing Tenant with a right to install vegetation and screening around the Leased Premises as necessary to meet the applicable landscaping and buffering requirements of the respective governing jurisdiction's regulations, statutes, codes, ordinances and/or conditions of approval; if and when such placement should ever be required (the "**Landscape Easement**"). Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement.

(b) Tenant will be allowed to make such alterations to the Property in order to accomplish Tenant's Changes or insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, and Tenant requires an additional portion of the Property (the "Additional Premises") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by an amount equal to the annual per square foot rate then payable under the terms of the lease. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant. As a material and integral term of this Agreement, Landlord agrees that the Permitted Use described shall be exclusive to Tenant, and therefore, Landlord shall not lease, license or permit any remaining occupant of the Property to undertake any activities or construct improvements which compete directly or indirectly with the Permitted Use or to any other person or entities for the purposes of developing a Communication Facility on the balance of the Property during the Lease Term.

3. TERM OF LEASE.

(a) Provided that Tenant has exercised the Option set forth above, the initial lease term will be ten (10) years (the "**Initial Lease Term**"), commencing on the date upon which Tenant has delivered the Exercise Notice (the "**Lease Term Commencement Date**") and terminating on the tenth (10th) anniversary of the Lease Term Commencement Date unless this Agreement is extended in accordance with the Lease Extension Terms below.

(b) The term of this Agreement will automatically renew for three (3), additional, five (5)-year term(s) (with each five (5)-year term being defined as an "**Lease Extension Term**"), upon the same terms and conditions of the Initial Lease Term unless Tenant notifies Landlord in writing of Tenant's election to terminate this Agreement (at the end of the then current Initial Lease Term or Lease Extension Term, as applicable, which shall be referred to as the "**Current Term**"), at least thirty (30) days prior to the expiration of the Current Term (the "**Termination Notice**").

(c) In addition to the Lease Extension Term(s) described above (and provided that Tenant has not previously sent a Termination Notice), then the Term shall continue in full force and effect upon the same terms and conditions set forth in this Agreement for a further term of one (1) year, and for annual one (1)-year terms thereafter until terminated by either Party by giving to the other Party written notice of its intention to terminate at least six (6) months prior to the end of any such annual term ("**Annual Extension Terms**"). Monthly rental during

any Annual Extension Terms shall be equal to the rent paid for the last month of the tenth (10th) extended term. If Tenant remains in possession of the Premises after the expiration of the Term, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Lease Term, any Lease Extension Term, any Annual Extension Terms and any Holdover Term are collectively referred to as the Term ("**Term**").

4. RENT.

Commencing on the first day of the first calendar month following the date upon which: (i) Tenant has obtained any and all Government Approvals; and (ii) Tenant commences construction of the Tenant's anticipated improvements (the "**Rent Commencement Date**"), Tenant will pay Landlord a monthly rental payment in the amount of Twenty four hundred and No/100 Dollars (\$2400.00) (the "**Rent**"), at the address set forth below, on or before the fifth (5th) day of each calendar month during the Term in advance. Tenant shall pay Landlord One thousand and No/100 Dollars (\$1,000.00) in additional monthly rent for each sublease tenant after the 1st. In partial months occurring after the Rent Commencement Date, Rent will be prorated for such partial month. The Option Fee(s) paid by Tenant shall be applied to the initial monthly installment of Rent until the entire amount of the Option Fee(s) has been fully credited. The Rent shall increase by three percent (3%) upon the immediately-preceding rent amount on the fifth (5th) anniversary of the Rent Commencement Date and every fifth (5th) anniversary thereafter. If Tenant has not received the Government Approvals or Tenant has not commenced the installation of the Communication Facility on the Premises as of the Exercise Date, then the monthly installment of Rent shall be fixed at Fifty and 00/100 Dollars (\$50.00) (the "**Initial Fixed Rent**") from the Exercise Date until the Rent Commencement Date. As a condition precedent to payment by Tenant, Landlord agrees to provide Tenant with a completed IRS Form W-9 upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant, in its capacity as Landlord and without any costs to Landlord, with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Tenant's choice. In the event Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory, Tenant will have the right to terminate this Agreement upon notice to Landlord.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals. Landlord, in its capacity as Landlord, shall (if necessary), without charge therefor, cooperate fully, and request others to cooperate fully with Tenant, in obtaining the Government Approvals, including the taking of any appeals or such proceedings that may be necessary and appropriate in connection therewith; provided, however: (i) that nothing herein shall be deemed to require that any applications for such permits or approvals be made in the name of Landlord on Tenant's behalf, unless local law or practice requires such application be made in the name of the legal owner of record, and (ii) such applications for permits or approvals shall be without cost or risk to Landlord. Landlord does hereby agree not to unreasonably withhold any approvals and/or consents, in its capacity as Landlord, being requested by Tenant as long as in compliance with or contemplated under the terms and provisions of this Agreement.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by Tenant upon written notice to Landlord, if Tenant or the Tenant Parties: (i) are unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant, including, without limitation, the Government Approvals; or (ii) determine in Tenant's sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(b) by Tenant upon written notice to Landlord for any reason, at any time prior to the Rent Commencement Date;

(c) by Tenant upon sixty (60) days prior written notice to Landlord for any reason, so long as Tenant pays Landlord a termination fee equal to one (1) month Rent, at the then current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of Paragraphs 5(b) Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 6(d) FCC, 8 Interference, 11(d) Environmental, 18 Severability, 19 Condemnation or 20 Casualty of this Agreement; or

(d) by Tenant if Tenant or the Tenant Parties are unable to occupy and utilize the Premises due to an action of the Federal Communication Commission or any other applicable federal, state or local governmental agency, including but not limited to, a take back of channels or change in frequencies.

7. **INSURANCE.**

(a) Tenant will carry and maintain during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of One Million Dollars (\$1,000,000.00) combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law. The coverage afforded by Tenant's commercial general liability insurance shall apply to Landlord as an additional insured, but only with respect to Landlord's liability arising out of its interest in the Property.

(b) The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or 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.

(c) Tenant shall have the right to self-insure with respect to any of the above insurance requirements.

8. **INTERFERENCE.**

(a) If there are existing radio frequency user(s) on the Property on the Effective Date, Landlord shall provide Tenant with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference prior to the Effective Date. Tenant shall undertake a good-faith, due diligent effort to prevent Tenant's use of the Premises from interfering with any existing radio frequency user(s) on the Property (provided that such existing radio frequencies have been disclosed by Landlord to Tenant prior to the Effective Date), as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) After the Effective Date, Landlord shall not interfere with the use and enjoyment of the Premises by Tenant or the Tenant Parties and shall not grant any lease, license or any other right to any third party for the use of the Property or modification of existing equipment, if such use may in any way adversely affect or interfere with the Communication Facility, operations on the Premises or the rights of Tenant or the Tenant Parties under this Agreement. Landlord shall obtain Tenant's prior written consent prior to installing, modifying or operating any

communication equipment on the Property and prior to granting any third party the right to install, modify, and operate communications equipment on the Property.

(c) Landlord shall not use or permit its employees, clients, contractors, tenants, licensees, invitees, agents or other representatives to use, any portion of the Property in any way which interferes with the Communication Facility, the operations of or the rights of Tenant or the Tenant Parties under this Agreement. Landlord shall cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period then the Parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's breach of this Agreement, to elect to enjoin such interference or to terminate this Agreement upon notice to Landlord.

9. INDEMNIFICATION.

(a) By Tenant. The Tenant agrees to indemnify, defend or the option of Landlord pay for the defense of, and hold the Landlord harmless from all claims, actions, damages, liability and expense (including reasonable attorneys' fees) arising from or out of the occupancy or use of the Premises by the Tenant (unless caused by or arising out of or in connection with the negligence or wrongful acts of the Landlord or its agents, employees or contractors), or occasioned by any negligence or willful misconduct of the Tenant, its agents, contractors and employees. If the Landlord, without fault on its part, is made a party to any litigation commenced by or against the Tenant, the Tenant shall pay, and hold the Landlord harmless from, all actual, reasonable and documented costs and expenses, including reasonable attorneys' fees, incurred by the Landlord in connection with such litigation.

(b) By Landlord. The Landlord agrees to indemnify, defend and hold the Tenant harmless from all claims, actions, damages, liability and expense (including reasonable attorneys' fees) arising from or out of the ownership, operation, management, maintenance or repair of the Property by the Landlord (unless caused by or arising out of or in connection with the negligence or willful misconduct of the Tenant or its agents, contractors and employees) or occasioned by any negligence or willful misconduct of the Landlord, its agents, contractors and employees. If the Tenant, without fault on its part, is made a party to any litigation commenced by or against the Landlord, the Landlord shall pay, and hold the Tenant harmless from, all actual, reasonable and documented costs and expenses, including reasonable attorneys' fees, incurred by the Tenant in connection with such litigation.

(c) Survival. The provisions of this Paragraph 9 shall survive the expiration of the Term or earlier termination of this Agreement.

10. WARRANTIES.

(a) Tenant and Landlord each represent and warrant to the other that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the Party set forth as signatory for the Party below.

(b) Landlord represents to Tenant that: (i) Landlord solely owns the Property as a legal lot in fee simple, and has the sole right to enter into this Agreement without any additional consents or approvals; (ii); (iii) as long as Tenant is not in default under this Agreement (beyond any applicable notice and cure period), then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; and (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord.

(c) Notwithstanding any provisions of this Agreement to the contrary, the subordination of this Agreement to any Security Instrument which in or hereafter encumber or otherwise affect the Property shall be expressly conditioned upon the Tenant's receipt from the beneficiary or holder of such Security Instrument of a non-disturbance agreement, in form and substance reasonably satisfactory to the Tenant, which shall provide that so long as the Tenant is not in default under this Agreement (after receiving the requisite notice and the expiration of any applicable cure period), such beneficiary or holder shall not disturb the Tenant's possession of the Leased Premises hereunder or seek to limit, impair or terminate any other rights of the Tenant under this Agreement in the event that such beneficiary or holder exercises any of its remedies under the Security Instrument or accepts a deed in lieu thereof.

11. ENVIRONMENTAL.

(a) Landlord represents to Tenant that the Property is free of hazardous substances as of the Effective Date, and, to the best of Landlord's knowledge, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, to the extent that are now or were related to that Party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to indemnify, defend (not in the case of Landlord), and hold harmless the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying Party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) the indemnifying Party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property and activities conducted by the Party thereon, unless the environmental conditions are caused by the other Party.

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

(d) Subject to the limitations applicable to Landlord set forth in Section __, the indemnifications of this Paragraph 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority, including without limitation reasonable attorney's fees. The provisions of this Paragraph 11 shall survive the expiration or termination of this Agreement.

(e) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of government action, intervention or third-party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, clients, customers, agents, contractors, subcontractors, sublessees, representatives, Tenant Parties and invitees will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to and over the Property, from an open and improved public road to the Premises,

for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. Landlord shall provide such access to the Premises across Landlord's adjacent property, and over all paved or unpaved roads owned or controlled by Landlord, to allow Tenant, or its sublessees, to use, maintain and repair the improvements located on the Premises. Landlord grants to Tenant an easement for such access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. In the event any public utility is unable to use the access or easement provided to Tenant then Landlord agrees to grant additional access or an easement either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.

13. REMOVAL/RESTORATION.

(a) All portions of the Communication Facility brought onto the Property by Tenant will be and shall remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during the Term.

(b) Within one hundred twenty (120) days after the termination of this Agreement, Tenant will remove all of Tenant's above-ground improvements and Tenant will, to the extent reasonable, restore the Premises to substantially the same condition prior to Tenant's installation of its equipment, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Property any foundations below two feet (2') or underground utilities.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements and casualty excepted. Landlord will maintain and repair the Property and access thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be responsible for paying on a quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises to the extent not separately metered or submetered. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from Landlord. When submetering is necessary and available, Landlord will read the meter on a quarterly basis and provide Tenant with the necessary usage data in a timely manner to enable Tenant to compute such utility charges. Failure by Landlord to perform this function will limit utility fee recovery by Landlord to a 12-month period. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to Tenant in mutually agreeable locations. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after Tenant's receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after Tenant's receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist with regard to a non-monetary breach if Tenant has commenced to cure such breach within the applicable cure period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) Landlord's failure to perform any term, condition or other provision of this Agreement or the breach of any warranty or covenant under this Agreement which is not corrected within forty-five (45) days after receipt of written notice from Tenant specifying the default, shall be considered a default by Landlord hereunder. Provided that any such default shall not materially interfere with Tenant's ability to utilize the Premises in accordance with this Agreement, no such default/failure will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant.

16. **ASSIGNMENT/SUBLEASE.** Tenant will have the right assign, sublease or otherwise transfer the Premises, or any portion thereof, and its rights herein, in whole or in part, without the prior written consent of Landlord. Tenant will have the right to assign this Agreement, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement provided that the assignee has assumed Tenant's obligations under this Agreement. Additionally, Tenant may mortgage or grant a security interest in this Agreement, the leasehold created hereunder and/or the Communication Facility, and may assign this Agreement, the Premises and the Communication Facility to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "**Secured Parties**"). If requested, Landlord shall execute such consent to leasehold financing in a form approved by Landlord, as may reasonably be required by Secured Parties. Landlord agrees to notify Tenant and Tenant's Secured Parties (to the extent Tenant has supplied Landlord with Secured Parties contact information at the time of any Tenant default) simultaneously of any default by Tenant and to give Secured Parties the same right to cure any default as Tenant except that the cure period for any Secured Party shall not be less than ten (10) days after the receipt of the default notice. Notwithstanding, any failure by Landlord to provide a default notice to a Secured Party shall not impair Landlord's rights with regard to a Tenant default per the terms of this Agreement. If a termination, disaffirmance or rejection of the Lease pursuant to any laws (including any bankruptcy or insolvency laws) by Tenant shall occur, or if Landlord shall terminate this Agreement for any reason, Landlord will give to the Secured Parties (to the extent Tenant has supplied Landlord with Secured Parties contact information at the time of any such termination, disaffirmance or rejection of the Lease) prompt notice thereof and Landlord will give the Secured Parties the right to enter upon the Premises during a thirty (30)-day period commencing upon the Secured Party's receipt of such notice for the purpose of removing the Communication Facility. Landlord acknowledges that the Secured Parties shall be third-party beneficiaries of this Agreement.

17. **NOTICES.** Any notice, request, approval, demand, instruction or other communication to be given to either Party hereunder, shall be in writing, and shall be conclusively deemed to be delivered when personally delivered or when (a) sent by e-mail at the e-mail address set forth below, with confirmation of receipt and confirmed by overnight delivery or (b) deposited for overnight delivery with an overnight courier such as Federal Express, DHL, United Postal Service or other overnight courier service, and such notices are addressed to the following addresses:

If to Tenant: Network Towers II, LLC
 Attn: Legal (NB+C)
 6095 Marshalee Drive, Suite 300
 Elkridge, Maryland 21075
 (410) 712-7092

RE: (Site Number: MD-T21.42 Site Name: Castle Cliff)

If to Landlord: Montgomery County, Maryland
 Department of General Services
 Office of Real Estate

101 Monroe Street, 9th Floor
Rockville, Maryland 20850
Attn: Director

With a copy (that does not constitute notice) to:

Office of County Attorney
101 Monroe Street, 3rd Floor
Rockville, MD 20850
Attn: DGS ORE Counsel

Either Party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

18. **SEVERABILITY.** If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the Parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either Party on ten (10) business days prior written notice to the other Party hereto.

19. **CONDEMNATION/EMINENT DOMAIN.** In the event Landlord receives notification of any eminent domain or condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a taking or condemning authority takes the entire Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The Parties will each be entitled to pursue their own separate awards in the eminent domain or condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a pro-rata basis. Tenant shall not be entitled to any condemnation award granted to Landlord as owner of the Property and Premises, nor shall Tenant be entitled to recover from Landlord any capital expenditures for improvements and betterments made by the Tenant to the Property or Premises at Tenant's expense.

20. **CASUALTY.** Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight (48) hours of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. If notice of termination is given, or if Landlord or Tenant undertake to rebuild the Communications Facility, Landlord agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until such time as Tenant is able to secure a replacement transmission location or the reconstruction of the Communication Facility is completed.

21. **LIENS.** Neither party shall directly or indirectly cause, create, incur, assume or allow to exist any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature (each a "Lien") on or with respect to the Premises, Improvements, and/or property of which they are part, including any buildings or other improvement located thereon. Tenant shall immediately notify Landlord (Montgomery County, Maryland) of the existence of any such Lien following discovery of same, and shall immediately, and in all events within thirty (30) days, cause the same to be discharged and released of record without cost to Montgomery County, Maryland; provided however that each indemnifying Party has the right to contest any such Lien, so long as said Party provides a statutory

bond to Montgomery County, Maryland of payment that either removes such Lien from title to the Premise, Improvements, and/or property of which they are part, or assures, to the satisfaction of Montgomery County, Maryland, in its sole discretion, that any adverse judgment with respect to such Lien shall be paid without affecting title to the Premise and/or property of which it is part, including any buildings or other improvement located thereon. Each Party shall indemnify Montgomery County, Maryland from and against any and all claims, losses, damages, liabilities and expenses resulting a breach of its and/or their obligations set forth herein . Tenant and any future sub-tenants, acknowledges and agrees that in the event of a breach that creates a lien against the property of the County being filed by any contractor or vendor associated with the Communication Facility, Montgomery County, Maryland reserves the right, but not the obligation, to pay and discharge any Lien on such Party's account, expense and cost, which payment shall be immediately reimbursed to Montgomery County, Maryland upon written demand, and in all event within fifteen (15) days thereof..

e Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

22. TAXES. s Agreement. Tenant shall be responsible for payment of all documented increases in personal property, real estate taxes and assessments proven to be directly attributable to the Communication Facility, only for so long as this Agreement remains in effect. Landlord shall provide Tenant with copies of all assessment notices on or including the Communications Facility immediately upon receipt, but in no event less than seven (7) business days after receipt by Landlord. . Tenant shall have the right to contest, in good faith, the validity or the amount of any personal property tax or assessment levied against the Property by such appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Communications Facility. Landlord shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefore. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant. During any such contest, Tenant shall (by the payment or bonding off of such disputed tax or assessment, including potential interest and penalties thereon, if necessary) prevent any foreclosure of or any divesting thereby of Landlord's title, reversion or other interest in or to the Property and Premises, and will further (by the payment or bonding off of such disputed tax or assessment, including potential interest and penalties thereon, if necessary) prevent the public sale or foreclosure of any lien for any such tax or assessment. Tenant's right to contest any tax or assessment shall not be exercised in such a manner as to expose Landlord to any civil penalties. Tenant shall prosecute such contest or defense diligently and expeditiously.

23. SALE OF PROPERTY. Landlord shall not sell, lease, transfer or otherwise allow any property owned, occupied, leased, or controlled by Landlord, or any of Landlord's owners, affiliates, members, or subsidiaries, within a radius of three (3) miles from the Site for construction of a tower or for use as a communications facility or for the operation of an antenna site leasing business which competes directly or indirectly with Tenant without Tenant's prior written consent. Should Tenant consent to such a use, Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion, any such testing to be at the expense of Landlord or Landlord's prospective purchaser, and not Tenant. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment. Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property for non-wireless communication use. In the event the Property is transferred, .

24. RIGHT OF FIRST REFUSAL (PROPERTY).

(a) Landlord does hereby grant to Tenant during the Term, a right of first refusal to accept any Transfer or Sale (as defined below) of the Property (the "**Property Right of First Refusal**") which is accepted by Landlord during the Term, as evidenced by a fully-executed contract of sale for the purchase thereof. If Landlord accepts during the Term a bona-fide, written offer from a third party for the Property or any part thereof (a "**Property Offer**"), Landlord shall promptly furnish a true copy of such Property Offer to Tenant. For a period of fifteen (15) days following the receipt by Tenant of such Property Offer (the "**Acceptance Period**"), Tenant, or any affiliate of subsidiary entity of Tenant designated by Tenant, shall have the exclusive right and option to purchase the Property (or any part thereof) at the same price, and otherwise on the same terms and conditions as are set forth in such Property Offer.

(b) In order to properly exercise the Property Right of First Refusal, Tenant must notify Landlord, in writing, of such exercise within the Acceptance Period by executing two original counterparts of the Property Offer and delivering to Landlord any deposits required in connection therewith (the "**Accepted Contracts**"). If Tenant exercises its Property Right of First Refusal, settlement for the Property shall be made within the same time and upon the same terms and conditions as are set forth in the Property Offer. In addition, if Tenant does not exercise its Property Right of First Refusal as set forth herein, and: (i) the Landlord does not otherwise sell or transfer the Property as contemplated in the Property Offer, then the Property Right of First Refusal as set forth herein shall remain in full force and effect to any subsequent offers to purchase the Property or any part thereof, or (ii) if for any reason the Landlord materially amends or modifies the terms of the Property Offer (hereinafter "**New Property Offer**"), then such New Property Offer shall be resubmitted to the Tenant for acceptance in accordance with the provisions of Paragraph 24(a) above.

(c) It is understood and agreed that the Property Right of First Refusal granted herein shall apply to any proposed Transfer or Sale of the Property to a purchaser in fee simple. For purposes hereof, the term "**Transfer**" or "**Sale**" shall mean any transfer or sale by Landlord of its interest in the Property. For purposes of this Paragraph, any Transfer or Sale of Landlord's interest in the Property as a result of the death of Landlord, whether by will or intestate succession, shall not be considered a sale of the Property for which Tenant has a Right of Refusal.

25. RIGHT OF FIRST REFUSAL (PREMISES/LEASE).

(a) If at any time after the Effective Date, Landlord receives an offer or letter of intent to purchase fee title, an easement, a lease, a license, or any other interest in the Premises or any portion thereof or to acquire any interest in this Agreement, including any assignment of all or any part of the rental stream associated with this Agreement, or an option for any of the foregoing (each, a "**Transaction Offer**") from any person or entity that is, or will be as a result of consummating the transactions contemplated in the Transaction Offer, in either the business of owning, managing or operating communications facilities or the business of acquiring landlord interests in agreements relating to telecommunications facilities (an "**Offeror**"), Landlord shall provide written notice to Tenant of said Transaction Offer ("**Landlord's Notice**"). Landlord's Notice shall include the Offeror's name, the purchase price and/or other consideration being offered, and the other terms and conditions of the offer, a description of the portion of and interest in the Premises and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to Landlord by the Offeror.

(b) Tenant shall have the right of first refusal to meet any Transaction Offer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms (the "**Transaction Right of First Refusal**"). If Tenant fails to provide written notice to Landlord that Tenant intends to so meet a Transaction Offer within 45 days after receipt of Landlord's Notice, Landlord may proceed with the proposed transaction in accordance with the terms and conditions of such Transaction Offer, in which event this Agreement shall continue in full force and effect and the Transaction Right of First Refusal described in this Paragraph shall survive any such conveyance to a third party. If Tenant provides Landlord with written notice of Tenant's intention to meet a Transaction Offer within 45 days after Tenant's receipt of Landlord's Notice, then if Landlord's Notice describes a transaction involving greater space than the Premises, Tenant may elect to proceed with a transaction covering only the Premises and the purchase price shall be pro-rated on a square foot basis. Further, Landlord acknowledges and

agrees that if Tenant exercises this right of first refusal, Tenant may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the Transaction Offer. Tenant may elect to amend this Agreement to effectuate the proposed financial terms of the Transaction Offer rather than acquiring fee simple title or an easement interest in the Premises. For purposes of this Paragraph, any transfer, bequest, or devise of Landlord's interest in the Premises or this Agreement as a result of the death of Landlord whether by will or intestate succession, or any conveyance to Landlord's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a transaction for which Tenant has any Transaction Right of First Refusal.

26. **CONFIDENTIALITY.** Landlord agrees that the terms of this Agreement shall be strictly confidential and that Landlord shall not disclose any of the terms hereof to any third party, except with Tenant's prior written consent and except as required by law including the Maryland Public Information Act. Notwithstanding the foregoing, Landlord is permitted to disclose the terms of this Agreement to its attorneys, financial consultants, accountants and lenders.

27.

28. **TEMPORARY ANTENNA FACILITIES.** Upon full execution of this Agreement, Tenant and its successors, sublessees and assigns, shall have the right to install, operate and maintain on the Property, at Tenant's sole discretion, temporary antenna facilities or a cell on wheels (collectively, herein referred to as "**Temporary Facility**"). Tenant and its successors, sublessees and assigns shall have the right to install, operate or maintain a Temporary Facility during initial construction of the Communication Facility and, as required, upon any repair, modifications, maintenance or additions to the Communication Facility, including, but not limited to, damage to the Communication Facility caused by natural disaster or sabotage, throughout the Term of this Agreement. Any Temporary Facility placed on the premises, in accordance with this Paragraph 28, will be in place only for so long as the Communication Facility is not fully operational.

29. **MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of Landlord and an authorized agent of Tenant. No provision may be waived except in a writing signed by both Parties.

(b) **Memorandum/Short Form Lease.** Either Party will, at any time upon fifteen (15) business days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Option and Lease. Either Party may record this Memorandum or Short Form of Option and Lease at any time, in its absolute discretion.

(c) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the Parties, their respective heirs, executors, administrators, successors and assigns.

(d) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the Parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

(e) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law. The Parties agree that the venue for any issue arising under this Agreement is the District or Circuit Court for Montgomery County, Maryland. The parties waive all rights to trial by jury in any action or proceeding initiated by either Party on issues directly pertaining to this Agreement.

(f) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a Party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms

"termination" or "expiration" are interchangeable; and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods. This Agreement has been carefully reviewed and negotiated by both Parties and it shall be given fair and reasonable interpretation in accordance with the words contained in it without any weight being given to whether a provision was drafted by one Party or its counsel.

(g) **Estoppel.** Either Party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such Party's knowledge, any uncured defaults on the part of the other Party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises

(h) **No Electronic Signature/No Option.** The submission of this Agreement to any Party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. .

(i) **Tree and Lumber Removal.** Tenant shall have the right but not the obligation to remove any trees, shrubs or bushes that are within twenty (20') feet, the ("**Buffer Zone**"), of the Premises for a safety factor. The removal of such trees, shrubs or bushes will be at Tenant sole expense.

(j) **Brokers.** Landlord and Tenant represent and warrant that they have not engaged the services of, and are not liable to, any real estate agent, broker, finder or any other person or entity for any brokerage or finder's fee, commission or other amount with respect to this Agreement. Landlord and Tenant each agree to indemnify, defend and hold the other harmless against all loss, liability and expense, including reasonable attorneys' fees and related legal costs, suffered by either Party due to a breach of the foregoing representation, covenant and warranty.

(k) **Documents.** Landlord shall cooperate with Tenant in executing any documents necessary to protect Tenant's rights under this Agreement or Tenant's use of the Premises and the Easement(s), and to take such action as Tenant may reasonably require to effect the intent of this Agreement.

(l) **Compliance with Laws.** Landlord shall maintain the Property in compliance with all applicable laws, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, 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).

(m) **Effective Date.** For purposes hereof, the Effective Date shall mean and refer to the date upon which both Parties have executed this Agreement and Tenant has received a fully-executed counterpart hereof.

(n) **Appropriations.** All indemnifications and other obligations of Landlord under this Agreement are subject to, limited by, and contingent upon the appropriation and availability of funds by the Montgomery County Council.

[SIGNATURES APPEAR ON THE NEXT PAGE]

EXHIBIT 1

DESCRIPTION OF PROPERTY

A **30** ' by **48** ' parcel of land for the tower and associated tower and equipment compound being located around the base of the tower, plus 15' x 25' for propane tanks all being a portion of the parent tract (see attached deed for legal description of parent tract, if available).

Tax Parcel I.D. # of parent tract: 02257822

Physical Address of parent tract: 14335 Cape May Road, Silver Springs, MD 20904

The Property (parent tract) is described as follows:

(INSERT DEED OR LEGAL DESCRIPTION OF PROPERTY)

LIBER 5685 FOLIO 105

IN THE CIRCUIT COURT FOR MONTGOMERY COUNTY, MARYLAND

| | | |
|---|---|---------------|
| MONTGOMERY COUNTY, MARYLAND | * | |
| Plaintiff | * | |
| v. | * | Law No. 53235 |
| GOTHAM INVESTMENT LIQUIDATING TRUST, et al. | * | |
| Defendants | * | |

I N Q U I S I T I O N

Inquisition made and taken at Bar in the Circuit Court for Montgomery County, Maryland, in the matter of the Petition of Montgomery County, Maryland v. Gotham Investment Liquidating Trust, Gilbert M. Eisner, Sara (Sarah) Eisner, Sylvia Eisner Danovitch, Joseph T. Forster, Bernard J. Gurwin, Sidney Klein, (George Klein, Personal Representative), Aaron Nimetz, (Blanche W. Nimetz, Personal Representative), Allen Nimetz, and Sharon Peikin, for the condemnation of the property hereinafter described,

W I T N E S S E T H:

WHEREAS, the parties hereto have agreed that it is necessary for the Petitioner to acquire the land and property located in Montgomery County, Maryland, and more particularly described in the metes and bounds description attached hereto and made a part hereof as "Exhibit "A" (the "Property"), provided that any development of the property shall be governed by the provisions of the Agreement attached hereto and made a part hereof as Exhibit "B", and

WHEREAS, the parties have further agreed that the damages which will be sustained by the Defendants by virtue of the taking of the property is Two Hundred Forty-Five Thousand Dollars (\$245,000.00), provided that any development of the property shall be governed by the provisions of the Agreement attached hereto as Exhibit "B", and

WHEREAS, Plaintiff has agreed that any development of the Property shall be governed by the Agreement attached hereto as Exhibit "B", which Agreement, inter alia, creates a seventy-five

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MONTGOMERY COUNTY, MD

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MONTGOMERY CO. MD

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(75)-foot buffer zone and provides for site plan review by the Montgomery County Planning Board.

NOW, THEREFORE, the Court, upon the consent and agreement of the parties hereto, finds:

1. That the damages sustained by the Defendants are Two Hundred Forty-Five Thousand Dollars (\$245,000.00); and
2. That, upon the payment of said sum to the Defendants and the due recordation of this Inquisition, including all the exhibits hereto, among the Land Records of Montgomery County, Maryland, fee simple title to the Property shall be held and vested in Montgomery County, Maryland, clear and discharged of any claims, liens or demands of the Defendants, except as provided in the Agreement attached hereto as Exhibit "B"; and
3. The Agreement attached hereto as Exhibit "B" shall be deemed to encumber the Property in accordance with the terms of said Agreement; and
4. All costs and expenses of recording this Inquisition, including all exhibits hereto, shall be borne by Plaintiff.

IN WITNESS WHEREOF, the Court hereunto sets its hand and seal this 1st day of April, 1981.



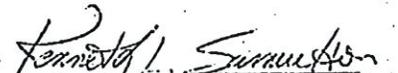
 JUDGE, Circuit Court for
 Montgomery County, Maryland

CONSENTED TO:

JOHN J. MITCHELL



 Stephen P. Elmendorf
 Assistant County Attorney
 Attorney for Plaintiff



 Kenneth L. Samuelson, Esquire
 Attorney for all Defendants

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FILED
HOWARD M. SMITH
CLERK OF COURT
MONTGOMERY CO. MD.

Clerk
Hiland

LIBER 5685, FOLIO 107

APR 14 1981 260817
5-1-262828

All Tax on Instruments certified to the Cd-
Registry, 1/1/81, Montgomery County, Md.
by 4/14/81, The Honorable, Dept. of Finance
Montgomery County, Md. This statement is
for the purpose of providing recognition and
is not absolute. There is no tax on even
for prior transfers. This form is guaranteed satis-
faction of 3-1-1981 on 2/27/81.

- \$ 0 TRANSFER TAX PAID
- FARM REZONING
- EXEMPT FROM TRANSFER TAX
- NO CONDEMNATION TRANSFER
- TO FROM GOVERNMENTAL RELIGIOUS OR CHARITABLE ORGANIZATION
- \$ FARM DEVELOPMENT TAX PAID
- \$ CONDOMINIUM TRANSFER TAX PAID
- EXEMPT FROM CONDOMINIUM TRANSFER TAX

BY *[Signature]*

RECORDED AT MONTGOMERY COUNTY
TRANSFER DEPT. # 260817
ASSESSMENT # 260817
TRANSFER DEPT. ASSESSMENT DEPARTMENT
5-1-262828

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 5685, p. 0108, MSA_CE63_5643. Date available 08/08/2005. Printed 01/30/2

LIBER 5685 FOLIO 08



Greenhorne & O'Mara, Inc.
ENGINEERS ARCHITECTS PLANNERS SURVEYORS PHOTOGRAMMETRISTS

622 HUNGERFORD DRIVE, SUITE 20 • ROCKVILLE, MARYLAND 20850 • (301) 762-5340

FEBRUARY 10, 1981

DESCRIPTION OF

PART OF THE PROPERTY OF

GOTHAM INVESTMENT LIQUIDATING TRUST, et al

"COLESVILLE MAINTENANCE DEPOT"

COLESVILLE (5th) ELECTION DISTRICT

MONTGOMERY COUNTY, MARYLAND

Being part of the property conveyed by the following deeds:

1. 12.5% (or 5/40 ths) interest from Blanche Nimetz, Executrix of the Estate of Aaron Nimetz, deceased, to Blanche Nimetz and Allen A. Nimetz, Trustees by deed dated October 11, 1979, and recorded in Liber 5414 at Folio 120.
2. 30% (or 3/10 ths) Interest from Gotham Investment Corporation to Gotham Investment Liquidating Trust by deed dated July 3, 1972, and recorded in Liber 4581 at Folio 119.
3. 7.5% (or 3/40 ths) interest from Max Silverman et ux, to Irving Eisner, Joseph T. Forster and Bernard J. Gurwin (Aaron Nimetz interest having been conveyed in said Liber 5414, Folio 120) by deed dated January 31, 1961, and recorded in Liber 2818 at Folio 167.
4. 20% (or 2/10 ths) interest to Sidney Klein
10% (or 1/10 th) interest to the said Irving Eisner

Exhibit "A"

RIVERDALE, MD. • FAIRFAX, VA. • ANNA ... , PA. • BECKLEY, W. VA. • DENVER, CO.

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MONTGOMERY CO., MD.

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4. Continued

10% (or 1/10 th) interest to the said Joseph T. Forster

10% (or 1/10 th) interest to the said Bernard J. Gurwin (Aaron Nimetz interest having been conveyed in said Liber 5414, Folio 120 and Max Silverman interest having been conveyed in said Liber 2818, Folio 167) all having been conveyed from Jerome S. Murray, et ux, by deed dated April 4, 1956, and recorded in Liber 2189 at Folio 79.

said property being more particularly described as part of Parcel 1 of the said Liber 2189, Folio 79, all recorded among the Land Records of Montgomery County, Maryland.

Beginning for the same at a point on the easterly line of Good Hope Road, fifteen (15) feet from the centerline of said road where said line is intersected by the proposed northerly right of way line of the Intercounty Connector, and running thence with the easterly line of Good Hope Road

1. North 39°44'07" East 566.20 feet; thence leaving Good Hope Road
2. South 50°15'53" East 865.00 feet; thence
3. South 39°44'07" West 498.77 feet to intersect the proposed northerly right of way line of the Intercounty Connector; thence with said proposed northerly line the following three courses and distances:

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MONTGOMERY CO. MD.

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CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic
reproduction.

4. 250.54 feet along the arc of a curve to the left
having a radius of 3669.83 feet and a
chord bearing and distance of North 89°
22'45" West 250.49 feet;
5. 341.91 feet along the arc of a curve to the right
having a radius of 385.00 feet, and a chord
bearing and distance of North 39°54'23"
West 330.79 feet; and
6. 363.75 feet along the arc of a curve to the left
having a radius of 340.00 feet and a chord
bearing and distance of North 45°06'50"
West 346.65 feet to the point of beginning
and containing 514,008 square feet or 11.8000
acres of land.

All according to a survey prepared by the Montgomery County
Department of Transportation.

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Exhibit "B" to the Inquisition
Agreement

WHEREAS, Montgomery County, Maryland (the "County"), and Gotham Investment Liquidating Trust, Gilbert M. Elsner, Sara Elsner, Sylvia Elsner Danovitch, Joseph T. Forster, Sarah Forster, Bernard J. Gurwin, George Klein as Personal Representative of Sidney Klein, Blanche W. Nimetz as Personal Representative of Aaron Neinitz, Allen Nimetz, and Sharon Pelkin (collectively, "Gotham") have made the following agreements with respect to the eleven and eight-tenths (11.800) acres of land constituting the "Property" (as defined in the Inquisition to which this Agreement is attached and as more particularly described in Exhibit "A" thereto); and

WHEREAS, the Property was part of a tract containing approximately 115.8 acres, said tract being part of the real estate owned by Gotham; and

WHEREAS, Gotham continues to own the remaining 104 acres, more or less, of said tract, said remaining part being more particularly described in the metes and bounds description attached hereto and made a part hereof as Exhibit "B-1" and being hereinafter referred to as the "Remaining Tract"; and

WHEREAS, the Property and the "Buffer Strip" (as hereinafter defined) are illustrated on the plat attached hereto and made a part hereof as Exhibit "B-2"; and

WHEREAS, this Agreement is made as a part of, and to be incorporated in, the Inquisition in the case of Montgomery County, Maryland v. Gotham Investment Liquidating Trust, et al., now pending as Law No. 53235 in the Circuit Court for Montgomery County, Maryland.

NOW, THEREFORE, in consideration of the foregoing Recitals and the agreements set forth in the Inquisition, the County and Gotham do hereby covenant and agree as follows:

1. The County agrees that it will never locate or construct, or permit to be located or constructed, for any period of time, in, on, over, under, or across any portion of the Buffer Strip, any kiosk, building, structure, paving, blacktopping, machinery, equipment, fencing, piping, barrels, piles of rocks, oil, gasoline, salt, asphalt or toxic chemicals. The County further agrees that it will not park, or permit, any trucks or other vehicles in the Buffer Strip except as may be necessary in maintaining the same as required under Paragraph 3 hereof.
2. The County agrees that it will never permit any oil, gasoline, salt, asphalt, or toxic chemicals to flow, seep or spill into the Buffer Strip, and, if any such spill does occur by accident, the County will, at its own expense, promptly and completely clean up the same and restore the Buffer Strip.
3. The County agrees that it will plant and maintain trees, shrubs, and grass in the Buffer Strip and that it will not permit any of the land within the Buffer Strip to erode.
4. Any and all improvements ever constructed on the Property, whether by the County or any subsequent owner thereof, shall be subject to site plan review by the Montgomery County Planning Board, or its successors, as a mandatory referral. All such improvements shall be constructed in accordance with any approvals granted, and requirements imposed, by said Board or its successors. Notwithstanding the foregoing, in no event shall such approvals be inconsistent with the requirements of Paragraphs 1, 2, and 3 hereof.

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5. The "Buffer Strip" is hereby defined as a seventy-five (75)-foot strip located totally within the Property all along the north, east, and south sides of the Property as shown in Exhibit "B-2" hereof.

6. Notwithstanding the foregoing, the requirements of Paragraphs 1, 2, and 3 hereof shall not apply to that portion of the Buffer Strip located on the southwest side of the Property (as designated on Exhibit "B-2" hereof) in the event a highway containing four (4) or more lanes for automobile traffic, or the entrance or exit ramps for such a highway, is erected by the Federal, State, County, or municipal government along said southwest side and within one hundred (100) feet thereof.

7. All of the foregoing requirements and the Buffer Strip are for the benefit of the Remaining Tract and the owners, tenants, and occupants thereof from time to time.

8. In the event the Remaining Tract shall be divided into two or more parts by separation of ownership, lease, license, parcel dedication, eminent domain or a sale in lieu thereof, the construction of highways or roads, or otherwise, all such parts shall enjoy the benefit of the rights created by this Agreement.

9. The provisions of this Agreement shall be deemed covenants running with the land and shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and assigns and the duly authorized invitees, tenants, subtenants and licensees of any of the foregoing.

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Greenhorne & O'Mara, Inc.
ENGINEERS ARCHITECTS PLANNERS SURVEYORS PHOTOGRAMMETRISTS

622 HUNGERFORD DRIVE, SUITE 20 • ROCKVILLE, MARYLAND 20850 • (301) 762-5340

FEBRUARY 24, 1981

DESCRIPTION OF
PART OF THE PROPERTY OF
GOTHAM INVESTMENT LIQUIDATING TRUST, et al
COLESVILLE (5th) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND
(REVISED 3/3/81)

Being part of the property conveyed by the following deeds:

1. 12.5% (or 5/40ths) interest from Blanche Nimitz, Executrix of the Estate of Aaron Nimitz, deceased, to Blanche Nimitz and Allen A. Nimitz, Trustees by deed dated October 11, 1979, and recorded in Liber 5414 at Folio 120.
2. 30% (or 3/10ths) interest from Gotham Investment Corporation to Gotham Investment Liquidating Trust by deed dated July 3, 1972, and recorded in Liber 4581 at Folio 119.
3. 7.5% (or 3/40ths) interest from Max Silverman et ux, to Irving Eisner, Joseph T. Forster and Bernard J. Gurwin (Aaron Nimitz interest having been conveyed in said Liber 5414, Folio 120) by deed dated January 31, 1961, and recorded in Liber 2818 at Folio 167.
4. 20% (or 2/10ths) interest to Sidney Klein
10% (or 1/10th) interest to the said Irving Eisner

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RIVERDALE, MD. • FAIRFAX, VA. • ANN Exhibit "B-1" H, PA. • DECKLEY, W. VA. • DENVER, CO.

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4. Continued

10% (or 1/10th) interest to the said Joseph T. Forster

10% (or 1/10th) interest to the said Bernard J. Gurwin (Aaron Nimetz interest having been conveyed in said Liber 5414, Folio 120 and Max Silverman interest having been conveyed in said Liber 2818, Folio 167) all having been conveyed from Jerome S. Murray, et ux, by deed dated April 4, 1956, and recorded in Liber 2819 at Folio 79.

said property being more particularly described as part of Parcels 1 and 2 of the said Liber 2189, Folio 79, all recorded among the Land Records of Montgomery County, Maryland.

Beginning for the same on the southeast side of Good Hope Road fifteen (15) feet from the centerline of said road where said line is intersected by the northerly right of way line of the intercounty connector and running thence with and binding on the northerly right of way line of said connector, also being the outline of an 11.8000 acre description, the following three courses and distances, viz

1. 363.75 feet along the arc of a curve to the right having a radius of 340.00 feet and a chord bearing of South 45°06'50" East, 346.65 feet,
2. 341.91 feet along the arc of a curve to the left having a radius of 385.00 feet and a chord bearing of South 39°54'23" East, 330.79 feet

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3. 250.54 feet along the arc of a curve to the right having a radius of 3669.83 feet and a chord bearing of South 89°22'45" East, 250.49 feet, thence leaving the intercounty connector and running with the outline of the 11.8000 acre parcel as previously mentioned the following two (2) courses and distances, viz
 4. North 39°44'07" East, 498.77 feet and
 5. North 50°15'53" West, 865.00 feet to the southeast side of Good Hope Road, 30.00 feet wide as aforesaid, thence running with the southeast side of said road the following six (6) courses and distances
 6. North 41° East, 30 feet more or less
 7. North 46°30' East, 230 feet more or less
 8. North 51° East, 310 feet more or less
 9. North 57° East, 140 feet more or less
 10. North 65° East, 120 feet more or less
 11. North 69° East, 90 feet more or less to the outline of Parcel One of that parcel of land which by deed dated April 4, 1956, and recorded among the land records of Montgomery County, Maryland, in Liber 2189 at Folio 79 was granted and conveyed by Jerome S. Murray and Grace D. Murray, his wife, to the Gotham Investment Corporation, et al, thence with said parcel.
 12. South 49 3/4° East, 790 feet more or less
 13. South 66 3/4° East, 17 perches.

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14. South $18\ 1/4^\circ$ East, 132.35 perches
15. South 78° West, 4 perches, thence running with and binding on the seventh (7th) line of that second (2nd) parcel of that land described in the deed mentioned above
16. North $86^\circ 38'$ West, 1870 feet more or less to the outline of that parcel of land which by deed dated January 13, 1972, and recorded among the land records of Montgomery County, Maryland in Liber 4175 at Folio 11 was granted and conveyed by the Gotham Investment Corporation, et al, to the Board of Education of Montgomery County, Maryland, thence running with and binding on the outline of said parcel and binding reversely with the sixth (6th) through the third (3rd) lines of said parcel the following four (4) courses and distances
17. North $16^\circ 53' 23''$ West, 733.04 feet
18. 269.46 feet along the arc of a curve to the left having a radius of 1202.72 feet and a chord bearing of South $45^\circ 25' 06''$ West, 268.90 feet
19. 359.86 feet along the arc of a curve to the right having a radius of 762.50 feet and a chord bearing of South $52^\circ 31' 13''$ West, 356.53 feet
20. South $50^\circ 03' 30''$ West, 95.86 feet, thence running with the outlines of the following three (3) parcels
 - a. 5303/239
 - b. 3357/352

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c. 4066/449; the following two (2) courses and distances, viz

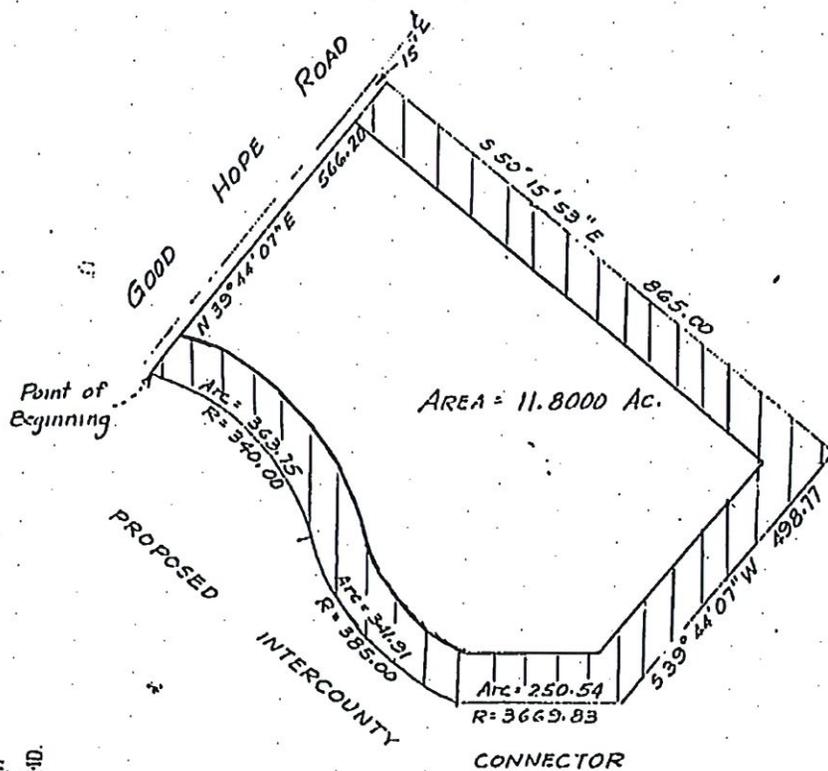
- 21. North 05°35' West, 400 feet more or less
- 22. North 72° West, 270 feet to the east side of New Hampshire Avenue, thence with said east side of avenue
- 23. North 01° West, 130 feet to the southeast side of Good Hope Road as aforementioned, thence with the southeast side of said road
- 24. North 41° East, 440 feet more or less to the place of beginning containing a scaled 104 acres of land, more or less,

The description contained herein has been prepared from deed descriptions only without rotation of bearings to a common meridian, some distances and bearings are scaled, and the description contained herein is for the purpose of describing an area to be benefitted by an easement; it is not for the purpose of conveying the foregoing land.

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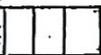
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BUFFER STRIP

COLESVILLE MAINTENANCE DEPOT

1" = 200'

JANUARY, 1981

Exhibit "B-2"

PJS

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EXHIBIT 2

DESCRIPTION OF PREMISES

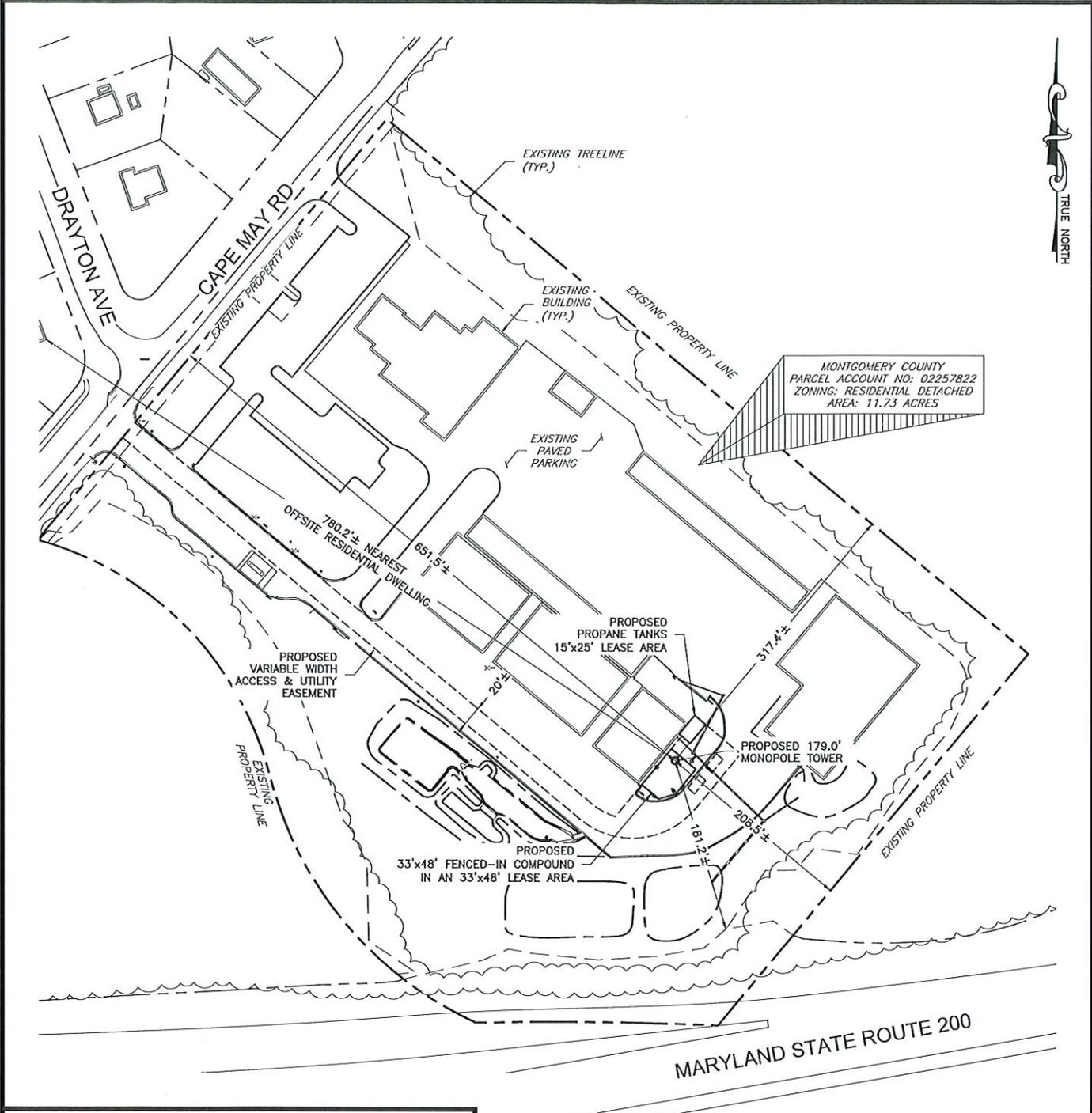
Survey or Site Plan

Location of the Leased Premises shall be determined by survey and upon completion shall replace this **Exhibit 2**.

The Premises are described and/or depicted as follows:

Notes:

1. This Exhibit may be replaced by a land survey and/or the construction drawings of the Premises once received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above and may change at any time, for any reason without notice or amendment to this Agreement or Exhibit..



PROPERTY INFORMATION

OWNER: MONTGOMERY COUNTY
 OWNER ADDRESS: EOB 101 MONROE ST
 ROCKVILLE, MD 20850
 PARCEL ID: 02257822
 ZONING: RESIDENTIAL DETACHED
 AREA: 11.73 ACRES

PROPERTY PLAN



"CASTLE CLIFF"
 (911 ADDRESS TBD)
 14335 CAPE MAY RD.
 SILVER SPRING, MD 20904
 MONTGOMERY COUNTY

SITE INFORMATION

SITE VISIT BY: - DATE: -
 LAT (NAD 83): 39.0897°
 LONG (NAD 83): -76.9963°

SHEET 1

02/14/2025
 BY: OP

EXISTING LIGHT POLE
(ASSOCIATED UNDERGROUND POWER
LINE TO BE RELOCATED BY
NETWORK TOWERS IF REQUIRED.)

MONTGOMERY COUNTY
PARCEL ACCOUNT NO: 02257822
ZONING: RESIDENTIAL DETACHED
AREA: 11.73 ACRES



PROPANE TANKS
15'x25' LEASE AREA

PROPANE TANK
4'x10' AREA

PROPANE TANK
4'x10' AREA

PROPANE TANK
4'x10' AREA

DESIGNATED
9'x18'
PARKING
SPOT

8" HDPE

18" HDPE

33' LEASE AREA & FENCED COMPOUND

11.0'
TOWER
CENTER

22.0' TOWER
CENTER

EXISTING
PAVED
PARKING

7.0'
TOWER
CENTER

PROPOSED 179.0'
MONOPOLE TOWER

DESIGNATED
9'x18'
PARKING
SPOT

AVAILABLE
12'x20'
EQUIPMENT
AREA

AVAILABLE
10'x15'
EQUIPMENT
AREA

PROPOSED ACCESS
& UTILITY EASEMENT

48' LEASE AREA & FENCED COMPOUND

21.0' TOWER
CENTER

RESERVED
12.5'x21'
EQUIPMENT
AREA

PROPOSED
30'x48' FENCED-IN COMPOUND
IN AN 30'x48' LEASE AREA

EXISTING
BUILDING WALL

EXISTING LIGHT POLE
(ASSOCIATED UNDERGROUND
POWER LINE TO BE RELOCATED BY
NETWORK TOWERS IF REQUIRED.)

COMPOUND PLAN



"CASTLE CLIFF"
(911 ADDRESS TBD)
14335 CAPE MAY RD.
SILVER SPRING, MD 20904
MONTGOMERY COUNTY

SITE INFORMATION

SITE VISIT BY: - DATE: -
LAT (NAD 83): 39.0897°
LONG (NAD 83): -76.9963°

SHEET 2

02/14/2025
BY: OP

PROPOSED CARRIER ANTENNAS →

PROPOSED TOP OF MONOPOLE
ELEV.= 179.0' AGL

CARRIER ANTENNA RAD CENTER
ELEV.= 174.0' AGL

PROPOSED
179' MONOPOLE

PROPOSED
FENCED COMPOUND

EXISTING GRADE
ELEV.= 0.0' AGL

ELEVATION



"CASTLE CLIFF"
(911 ADDRESS TBD)
14335 CAPE MAY RD.
SILVER SPRING, MD 20904
MONTGOMERY COUNTY

| SITE INFORMATION | |
|--------------------------|----------------------|
| SITE VISIT BY: - | DATE: - |
| LAT (NAD 83): 39.0897° | |
| LONG (NAD 83): -76.9963° | |
| SHEET 3 | 02/14/2025 BY: OP |

W-9 FORM

[FOLLOWS ON NEXT PAGE]

