

Site: Carver Street  
Site Address: 1701 Cole Mill Road  
Durham, NC 27705

## CELL TOWER LEASE AND LICENSE AGREEMENT

THIS CELL TOWER LEASE AND LICENSE AGREEMENT ("Agreement") is made this 30 day of May 2014 by and between the City of Durham (hereinafter referred to as the "Licensor" or "the City") and Alltel Communications, LLC d/b/a Verizon Wireless (hereinafter referred to as the "Licensee").

### 1. USE:

Licensor, subject to the terms and conditions hereof grants to Licensee the non-exclusive license to install, maintain and operate the radio communications equipment described in Exhibit 1 attached hereto (hereinafter referred to as the "Equipment") on Licensor's tower located at 1701 Cole Mill Road, Durham, North Carolina 27705 (hereinafter referred to as the "Tower") and the right to construct and use an equipment storage area in which may be placed an equipment shelter and/or outdoor cabinets together with other ground equipment of Licensee (hereinafter referred to as the "Storage") located at Licensor's facility described in Exhibit 2 attached hereto (hereinafter referred to as the "Site"). Licensee shall have an exclusive license to locate its equipment on the specific location on the Tower and on the specific location for the Storage shown in Exhibit 1 or as otherwise specified herein.

Licensor also grants to Licensee the non-exclusive right 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, to the Storage; and together with any further rights of way over and through Licensor's property between the Storage and Licensee's space on the Tower for the installation and maintenance of utility wires, poles, cables, conduits, and pipes.

Should the Licensor determine, in its sole discretion, that the performance of this Agreement interferes with the primary function of the Tower, the Licensor may terminate this agreement with one hundred eighty (180) days written notice to Licensee. Licensee shall have the right during said one hundred eighty (180) day period to cure the interference problem to the satisfaction of the Licensor, provided, however, that if said cure is not achieved in the reasonable judgment of the Licensor, Licensor must notify Licensee of such failure in writing, and Licensee must have completely vacated the Tower within twenty (20) days after receipt of said written notice. If Licensee determines, of its sole judgment, that the operation of the Tower by the Licensor is creating interference with Licensee's use and operation of its facility at the Tower, or Licensee determines, for any reason whatsoever, that the radio frequency propagation from the Tower does not meet the needs of its system, Licensee may terminate this Agreement by giving the Licensor ninety (90) days' written notice. Licensee's right to terminate this Agreement is subject to all of the terms hereof regarding Licensee's obligation to remove the Equipment and Storage at the expiration or

termination of this Agreement. Licensor shall also have the right to terminate this Agreement for health and safety concerns upon three hundred sixty-five (365) days written notice to Licensee.

2. TERM:

This Agreement shall commence on November 1, 2013 (the "Commencement Date") and shall be for a period of ten (10) years.

3. FEE AND RENTAL:

a. During the first year of this Agreement, the Licensee shall pay to Licensor a non-cancelable fee and rental in the sum of thirty-six thousand and 00 dollars (\$36,000.00) dollars per annum. Payments shall be increased by three (3% percent per year compounded annually during each year of the term. The first payment shall be due within thirty (30) days of the Commencement Date and payments for subsequent years shall be due prior to the anniversary of the Commencement Date. All payments shall be made directly to Real Estate Manager, General Services Department, City of Durham at 101 City Hall Plaza, Durham, NC 27701, and these payments shall be exclusive of charges for the furnishing of any utilities such as, but not limited to, electricity, gas, water, sewer or telephone.

b. Licensee shall have a separate electric meter to measure Licensee's electric consumption and Licensee shall pay directly to the public utility company for the installation of the meter and for any electricity used by Licensee's Equipment. Licensee shall be permitted to install, maintain and/or provide access to and use of, as necessary (during any power interruption), a temporary power source, and all related equipment and appurtenances within its exclusive Storage space or elsewhere on Licensor's property in such location as reasonably approved by Licensor. Licensee shall have the right to install conduits connecting the temporary power source.

c. Licensor acknowledges that, if Licensee terminates this Agreement under the provisions of paragraph 1, Licensee shall be entitled to a refund of 90% of any prepaid rent, prorated to the date of termination. Licensee agrees to return the Site to its original, or better, condition upon vacating the premises, reasonable wear and tear accepted. Should the Licensor, in its sole discretion, decide to accept the Site with any equipment or property of Licensee's remaining on the Site or in the Storage area; such equipment shall become the property of Licensor upon execution of a bill of sale by the parties.

4. OPERATION OF EQUIPMENT:

a. Licensee shall operate its Equipment during the term hereof in compliance with all present and future rules and regulations imposed by any local, state, or Federal authority having jurisdiction with respect thereto including, without limitation, the rules and regulations of the Federal Communication Commission (hereinafter referred to as the "FCC"), and the Federal Aviation Administration (hereinafter referred to as the "FAA"). Prior to installation of its equipment or making any modifications or changes to its Equipment, if any, Licensee shall comply with the following:

- i. Licensee shall submit all plans, or a summary of changes if there are no plans, for Licensor's approval; and
  - ii. Prior to commencement of any work, Licensee shall obtain Licensor's written approval and any required approvals of all Federal, state, and local agencies; and
  - iii. All of the installations, modifications or changes to Licensee's Equipment shall conform with Licensor's design specifications and Licensor's requirements, including weight and wind load requirements, and shall not interfere with any other radio communications system and equipment located in and upon the Site at the time of Licensee's installation or modification, and shall be in compliance with all applicable local, state, and Federal government requirements including but not limited to zoning, FAA, and FCC specifications; and
  - iv. All of Licensee's Equipment shall be clearly marked to show Licensee's name, address, telephone number and the name of the person to contact in case of emergency, and shall also display Licensee's FCC call sign, frequency(s) and location. All coaxial cable shall be identified in the same manner at the bottom and at the top of each transmission line.
- b. In all matters where Licensor's approval is required and Licensor should determine in its reasonable discretion that a possibility of a threat of interference or other disruption with the business of the Licensor or existing equipment of other licensees exists, Licensor shall have the absolute right to withhold consent.
- c. Licensee shall, at its sole cost and expense, obtain its electrical power supply directly from the public utility company. Licensee hereby agrees that all power lines installed by Licensee shall be located as directed by Licensor.
- d. In the event that Licensee requires telephone service, Licensee, at its sole cost and expense, shall obtain such telephone service. Any work performed in connection with the telephone service shall comply with the provisions of subparagraph (a) hereof. Licensee hereby agrees that any telephone lines installed by Licensee shall be located as directed by Licensor.
- e. In the event a zoning variance, special use permit or other similar governmental approval is required in connection with the installation or any proposed modification of Licensee's Equipment, Licensee shall be solely responsible for obtaining the appropriate approval.
- f. In order to ensure Licensee's compliance with the provisions of this Agreement, the plans and specifications for Licensee's Equipment and any modifications thereto shall be submitted to the Licensor for review and approval by the Licensor, or engineers and/or consultants selected by Licensor. Licensee shall reimburse Licensor for Licensor's reasonable expenses, not to exceed One Thousand and 00/100 Dollars (\$1,000.00), incurred in connection with such review and approval. All work performed at this Site in connection with the installation and modification of Licensee's Equipment shall be performed by contractors selected by Licensee, at Licensee's expense.

g. Licensee represents that, upon the execution of this Agreement, Licensee shall apply for all approvals, consents or access rights necessary for the initial installation of its Equipment or Storage.

h. If, after execution of this Agreement, Licensee is unable to satisfy any of the conditions set forth in this Section 4, or is unable to obtain any of the approvals required under this Section 4, including, but not limited to, approvals from the Licensor, Licensee shall have the right, upon thirty (30) days prior written notice to Licensor to terminate this Agreement, whereupon one hundred percent (100%) of any prepaid rent, prorated to the date of termination shall be refunded to Licensee and neither party shall have any further liabilities or obligations hereunder. Licensee agrees to return the Site to its original, or better, condition upon vacating the premises, reasonable wear and tear accepted. Should the City, in its sole discretion, decide to accept the Site with any equipment or property of Licensee's remaining on the Site or in the Storage area; such equipment shall become the property of the City upon execution of a bill of sale by the parties.

## 5. EQUIPMENT

a. The installation and operation of Licensee's Equipment shall not interfere electrically or in any other manner whatsoever, with Licensor or any other party or licensee presently operating and maintaining radio communications systems and other equipment at the Site, or with any City systems or equipment. All repeater systems at the Site shall be equipped with, at a minimum, a single stage isolator and a bandpass/reject type duplexer. No notch type duplexers will be allowed. Except as otherwise provided in subparagraph (b) below, it is expressly understood and agreed that if the installation or operation of Licensee's Equipment shall interfere with other radio communications systems and equipment at any time, Licensee shall upon receipt of written notice regarding such interference, immediately suspend its operation of the interfering equipment except for intermittent testing to resolve the interference issue, and take all other commercially reasonable steps to eliminate or remedy such interference. If the interference cannot be rectified within sixty (60) days following Licensee's receipt of notice as specified above, then Licensor may at its option immediately and with notice terminate this Agreement and Licensee shall remove all of Licensee's Equipment within thirty (30) days. The Licensee will be responsible for notifying Licensor of interference created by future licensees at the Tower, and Licensor agrees that all future licensees will execute License Agreements requiring them to terminate their occupancy of the facility if they cause interference and such interference cannot be resolved.

Licensor acknowledges and agrees that the foregoing obligation of Licensee to correct interference problems or remove its Equipment shall apply only to interference with the City's equipment or the equipment of any licensee which exists at the Site prior to the date of Licensee's installation or modification. It shall be the obligation of any other licensee installing equipment which interferes with then-existing equipment of Licensee to adjust its equipment or operations to remedy the interference or remove its interfering equipment. Licensee shall not be required to modify its Equipment or adjust its operations to correct interference problems resulting from subsequently installed equipment by another licensee at the Site.

b. The installation and operation of Licensee's equipment shall not interfere in any manner whatsoever with Licensor's use of the premises for its primary function as a Communications

Tower. During the term of this Agreement and subject to the terms hereof, Licensor agrees that Licensee or its agents shall have free access to the Tower and the remainder of the Site at all times for purposes of operating, inspecting, maintaining, removing, repairing and replacing Licensee's Equipment.

c. Licensee understands and agrees that Licensor will perform corrective maintenance and preventive maintenance when required as determined by Licensor. If maintenance by the Licensor is likely to cause interruption to the operation of Licensee's equipment, Licensor will give Licensee ninety (90) days written notice, and Licensee shall make adjustments as needed including removal of Licensee's equipment from the Tower on a temporary basis. In the event of emergency repairs by the Licensor to the Site or Tower, Licensee's operations may be interrupted without prior notice from Licensor, provided Licensor notifies Licensee at its earliest possible convenience. Licensor agrees that, to the extent feasible, Licensee shall have the right to utilize a mobile facility that does not interfere with the maintenance process and complies with all City Ordinances, including Zoning Ordinances.

6. MAINTENANCE AND REMOVAL OF EQUIPMENT:

a. Licensee shall be solely responsible for all costs associated with maintenance of its Equipment and Storage, if any, on the Site, in accordance with all applicable laws, rules and regulations and this Agreement. All maintenance work shall be performed by contractors licensed by the State of North Carolina. If the structural safety of the Tower is impaired as a result of the installation of Licensee's equipment, Licensee shall be solely responsible for all necessary alterations, modifications and repairs. Notwithstanding the foregoing, Licensor shall have the right to replace the Tower at any time during the term of this Agreement. The Licensor will give the Licensee as much advance notice as possible of the replacement, but in no case less than ninety (90) days written notice. Licensee will be allowed to occupy the replacement Tower under the terms of this Agreement, unless such use of the replacement Tower would substantially interfere with the primary function of the Tower, as determined by the Licensor at its reasonable discretion. Further, Licensor will consider allowing Licensee to use mobile facilities at the Site until the replacement is completed, provided it does not interfere with the construction process and all City ordinances, such as the Zoning Ordinance, are complied with fully. The foregoing notwithstanding, if Licensor terminates this Agreement as a result of replacement of the Tower, or Licensee terminates this Agreement because the replacement tower is not suitable for Licensee's purposes, Licensee shall be entitled to a refund of all prepaid rent attributable to future occupancy, and neither party shall have any further liability or obligation hereunder.

b. Upon the expiration or earlier termination of this Agreement and upon the payment of the rental and all other sums due Licensor on such expiration or termination date, Licensee shall remove all its Equipment. Any and all removal of Licensee's equipment shall be performed by a contractor licensed by the State of North Carolina, performed in a workmanlike manner, without any interference, damage or destruction to any other equipment, structures or operations at the Site or any other equipment of other Licensees thereon. Any and all interference or damage caused to the Site or equipment of other licensees by such removal shall be immediately repaired or eliminated by Licensee. If Licensee fails to make such repairs within thirty (30) days after receipt of notice of the occurrence of such damage, injury or interference, Licensor may

perform all the necessary repairs at Licensee's cost and expense, and all costs so incurred by Licensor shall be due from Licensee upon the rendering of an invoice.

7. MISCELLANEOUS REQUIREMENTS:

a. All improvements made to the Site by Licensee will be subject to the City's usual regulatory requirements.

b. Immediately upon completion of the improvements, Licensee shall restore any area disturbed by construction of the improvements to a condition equal to or better than the original condition.

c. All Equipment of the Licensor must operate so as to comply fully with the Noise Control Ordinance of the City of Durham.

d. Licensee shall have 24-hours-a-day, 7-days-a-week access to the Tower, Storage, Equipment and Site at all times during the Initial Term of this License and any Renewal Term, at no charge to Licensee.

e. Licensor shall maintain and repair all access roadways from the nearest public roadway to the Tower and Site in a manner sufficient to allow vehicular and pedestrian access at all times, at its sole expense, except for any damage to such roadways caused by Licensee.

f. Licensor agrees to cooperate with Licensee in executing any documents necessary to protect Licensee's rights in or use of the Tower and Site. A Memorandum of License in substantially the form mutually approved by Licensor and Licensee may be recorded in place of this License by Licensee.

g. In the event the Tower and/or Site is encumbered by a mortgage or deed of trust, Licensor agrees, upon request of Licensee, to obtain and furnish to Licensee a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Licensee.

h. Licensor agrees the Site will comply with applicable federal, state and local laws. Licensee shall comply with (a) all applicable laws relating solely to Licensee's specific and unique nature of use of the Site (other than general office use); and (b) all building codes requiring modifications to the Storage due to the improvements being made by Licensee.

8. LIABILITY AND INDEMNIFICATION:

a. Licensee hereby assumes the risk of the inability to operate as a result of any power failure at the Site or any failure of Licensee or Licensee's Equipment for any reason whatsoever and agrees to indemnify and hold Licensor harmless from all damages and costs of defending any claim or suit for damages of any kind asserted against Licensor by reason of such failure, including, but not limited to, business interruption, damage to other Licensee's equipment, or attorney's fees.

- i. To the maximum extent allowed by law, Licensee shall defend, indemnify, and save harmless Licensor and its officers, officials, independent contractors, agents and employees (hereinafter referred to as "Indemnitees") from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of Licensee or any one directly or indirectly employed by Licensee or anyone for whose acts any of them may be liable, except to the extent the same result from the negligence or willful misconduct of Licensor. In performing its duties under this subsection "a", Licensee shall at its sole expense defend Indemnitees' with legal counsel of its choice.
- ii. As used in this Section 8, "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, obligations, fines, penalties, royalties, settlements, and expenses. Included without limitation within "Charges" are also interest and reasonable attorneys' fees assessed as part of any such item, and amounts for alleged violations of sedimentation, pollution or other environmental or pollution laws and regulations, including but not limited to any such alleged violation that arises out of the handling, transpiration, deposit, or delivery of the items or materials that are the subject of this contract.
- iii. Limitations of Licensee's Obligation: this Section 8 shall not require the Licensee to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence or willful misconduct, in whole or in part, of Indemnitees.
- iv. Nothing in this Section 8 shall affect any warranties in favor of the Licensor that are otherwise provided in this contract. This Section 8 is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract.
- v. Licensee shall not be responsible for any environmental conditions, contamination or other damages or expenses except to the extent resulting from the activities of Licensee or those acting on Licensee's behalf.

#### 9. DAMAGE TO OR DESTRUCTION OF THE SITE:

In the event the Site or any part thereof is damaged or destroyed by the elements or by any other cause, Licensor may elect to repair, rebuild, or restore the Site, or any part thereof, to the same condition as it was immediately prior to the casualty. In such event, the payments required herein shall cease as of the date of casualty until the Site, in Licensee's opinion, is restored to a usable condition for Licensee's operation. If the site is unusable for more than thirty (30) days in any calendar year, the rent payment for the year in which such damage or destruction occurs shall be rebated by 1/365 for each day the Site is unusable. If Licensor chooses not to repair, restore or rebuild the Site, Licensor shall terminate this Agreement by giving written notice thereof to Licensee within thirty (30) days of the casualty. If Licensor fails to give Licensee notice of its intention to repair the Site within such thirty (30) day period, or in the event that Licensor fails to repair the Site in full within ninety (90) days after the date of the casualty, Licensee may terminate this Agreement by giving written notice thereof to Licensor within five (5) days of the expiration of such thirty (30) day or ninety (90) day period, as the case may be. If this Agreement is terminated under the

provisions of this paragraph, the payments required herein shall terminate as of the date of casualty. Licensor shall not be responsible or liable to Licensee in any amount beyond the already paid rental fee for any loss, damage or expense that may be occasioned by, through, or in connection with, any acts or omissions of other licensees or tenants occupying the Site, for any structural or power failure at or of the Site, or for the destruction of, or any damage to, the Site. The foregoing notwithstanding, Licensee shall have the right to terminate this Agreement upon any destruction or substantial damage to the Tower by giving Licensor written notice thereof within thirty (30) days after the date the damage or destruction occurs. If Licensee terminates this Agreement as a result of damage or destruction to the Tower, Licensee shall be entitled to a refund of all rent prepaid for any period beyond the termination date, and neither party shall have any further liability or obligation hereunder except for Licensee's obligation to remove its equipment from the Tower and return the Site to its original, or better, condition upon vacating the Site.

#### 10. INSURANCE:

a. Licensee shall keep in full force and effect during the Term of this Agreement a commercial general liability insurance policy, including blanket contractual and completed operations coverage with limits of liability of at least two million dollars (\$2,000,000.00) in respect to bodily injury, including death, arising from any one occurrence, and two million dollars (\$2,000,000.00) in respect of damages to property arising from any one occurrence. Said insurance policy shall be endorsed to include Licensor as an additional insured and shall provide that Licensor will receive at least thirty (30) days prior written notice of any cancellation or reduction in coverage required herein in such insurance policy. Licensee shall, prior to the installation of the Equipment, furnish to Licensor a certificate of insurance confirming that the insurance coverage as specified herein is in full force and effect.

b. Notwithstanding the foregoing insurance requirements, the insolvency, bankruptcy, or failure of any insurance company carrying insurance for Licensee, or the failure of any such insurance company to pay claims accruing, shall not be held to waive any of the provisions of this Agreement or relieve Licensee from any obligations under this Agreement.

#### 11. TAXES:

Licensee shall pay annually an amount equal to any increase in real estate taxes, if any, directly attributable to the presence or installation of Licensee's Antenna Facilities, only for so long as this License remains in effect. If such tax is paid by Licensor, Licensee shall reimburse Licensor for the amount of any such tax payment within sixty (60) days of receipt of sufficient documentation indicating the amount paid and the calculation of Licensee's pro rata share; such documentation shall be deemed sufficient only if it definitively evidences that portion of the tax increase arising directly out of the improvement such as, by way of example, the relevant tax assessor's designation of the value of such improvement. Upon written request by Licensee, Licensor shall furnish evidence of payment of all taxes. If Licensor receives notice of any personal property or real property tax assessment against Licensor, which may affect Licensee and is directly attributable to Licensee's installation, Licensor shall provide timely notice of the assessment to Licensee sufficient to allow Licensee to consent to or challenge such assessment, whether in a Court, administrative proceeding, or other venue, on behalf of Licensor and/or Licensee.

#### 12. END OF AGREEMENT - EQUIPMENT:

Licensor agrees that no part of the Equipment or improvements constructed, erected or placed by Licensee on the Tower shall be considered as being affixed to or a part of the Tower and further agrees that all Equipment and improvements of every kind and nature constructed, erected or placed by Licensee on the Tower shall be and remain the property of Licensee.

13. STORAGE:

The Licensee may locate one (1) concrete equipment pad on the Site, plus a smaller pad for a future generator. The equipment pad dimensions shall not 336 square feet, and both pads will remain the property of the Licensee at the expiration of this Agreement and must be promptly removed, unless given to and accepted by the Licensor by written agreement. Any equipment building, cabinets or other Storage left at the Site shall be enclosed within a fence, with plans for such fence and facilities approved by the Licensor prior to construction, such approval not to be unreasonably withheld, conditioned, or delayed.

14. NOTICES:

All notices required to be given hereunder shall be given in writing, sent by certified or registered mail or by commercial courier with a tracking number to the respective addresses of the parties as set forth herein, or at such other address as may be subsequently designated in writing by either party. Notice given by mail shall be deemed given three days after the date of mailing.

Licensee's address for notice purposes is:

Alltel Communications, LLC d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, NJ 07921  
ATTN: Network Real Estate

Licensor's address for notice purposes is:

Real Estate Manager  
General Services Department  
City of Durham  
General Services Department  
Real Estate Division  
101 City Hall Plaza  
Durham, NC 27701

15. DEFAULT AND REMEDIES:

In the event of Licensee's default hereunder, including but not limited to (i) the failure to pay fees, additional fees or other payments set forth herein when due, and Licensee's failure to cure same within fifteen (15) days after receipt of notice of such failure from Licensor; (ii) abandonment of either the Equipment or that portion of the Site upon which the Equipment was installed for a period exceeding sixty (60) days after early termination or expiration of this License; (iii) Licensee's failure within sixty (60) days to have any of the following or removed: the filing of any case, proceeding or other action under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for

relief entered with respect to Licensee; or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to Licensee or its debts or (iv) the making by Licensee of an assignment or any other arrangement for the general benefit of creditors under any state statute; or (iv) the failure to comply with any other term or condition of this Agreement, and Licensee's failure to cure the same within thirty (30) days of receipt of written notice of breach, provided Licensee 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 Licensee commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion, Licensor shall be entitled at Licensor's option to terminate this Agreement and Licensee shall have thirty (30) days from the date of the termination notice to remove all of its Equipment, improvements to personal property located at the Site or Licensor may remove all Licensee's Equipment, improvements or personal property located at the Site at Licensee's cost and expense. In the event that Licensor should, as a result of Licensee's default, incur any costs or expenses on behalf of Licensee or in connection with Licensee's obligations hereunder, such sums shall, upon rendering of an invoice, be immediately due from Licensee to Licensor as an additional fee hereunder.

In the event of Licensor's default hereunder, including but not limited to (i) the failure to comply with any other term or condition of this Agreement, and Licensor's failure to cure the same within thirty (30) days of receipt of written notice of breach, provided Licensor 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 Licensor commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion; or (ii) the failure to perform an obligation required to be performed by Licensor if the failure to perform such obligation interferes with Licensee's ability to conduct its business at the Site, and Licensor's failure to cure the same within fifteen (15) days of receipt of written notice of breach, provided, however, that if the nature of Licensor's obligation is such that more than fifteen (15) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such fifteen(15) day period and thereafter diligently pursued to completion, then Licensee shall be entitled to terminate this Agreement.

#### 16. REGULATIONS AND ASSIGNMENT BY LICENSEE:

This Agreement is made subject to all local, State of North Carolina and Federal laws, rules and regulations now or hereafter in force, and shall not be modified, extended or terminated (other than as set forth herein) except by an instrument duly signed by Licensor and Licensee. Waiver of a breach of any provision hereof shall not constitute a waiver of any subsequent breach of such provision, or of a breach of any other provision of this Agreement. Licensee will not assign or transfer this Agreement or sublet all or any portion of the Site without the prior written consent of Licensor, which consent shall not be unreasonably withheld, delayed or conditioned, provided, however, Licensee may assign or sublet without Licensor's prior written consent to any party controlling, controlled by or under common control with Licensee or to any party which acquires substantially all of the assets of Licensee within the FCC market where the Site is located. As a condition of any assignment, the assignee must agree in writing in a document reasonably satisfactory to Licensor to assume all of Licensee's obligations under this Agreement.

#### 17. BINDING ON SUCCESSORS:

The covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

18. GOVERNING LAW:

The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

19. ENTIRE AGREEMENT:

All of the representatives and obligations of the parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party, unless it is a subsequent modification agreed to in writing by both parties.

20. HEADINGS:

The headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections or subsections.

21. SEVERABILITY:

If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of the Agreement or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Agreement shall be valid or enforceable to the fullest extent permitted by law.

22. FURTHER ASSURANCES:

Each of the parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm this Agreement in the manner contemplated hereby.

23. QUIET ENJOYMENT:

Licensor covenants that Licensee, on paying the rental and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the premises leased, licensed or otherwise granted to it herein.

24. E-VERIFY COMPLIANCE:

The contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (NCGS). In this E-Verify Compliance section, "contractor," "its subcontractors," and "comply" shall have the meanings

intended by NCGS 160A-20.1(b). The City is relying on this section in entering into this contract. The parties agree to this section only to the extent authorized by law. If this section is held to be unenforceable or invalid in whole or in part, it shall be deemed amended to the extent necessary to make this contract comply with NCGS 160A-20.1(b).

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

LICENSOR:

ATTEST: CITY OF DURHAM

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

preaudit certificate, if applicable \_\_\_\_\_

LICENSEE:

Alltel Communications, LLC  
d/b/a Verizon Wireless

[Signature]  
Witness

By: [Signature]  
Aparna Khurjekar  
Its: Area Vice President Network  
Date: 5.14.14

State of North Carolina

ACKNOWLEDGMENT BY  
LIMITED LIABILITY COMPANY

County of Mecklenburg

I, a notary public in and for said county and state, certify that Aparna Khurjekar personally (1) appeared before me this day, (2) stated that she is Area Vice President of Alltel Communications, LLC d/b/a Verizon Wireless, and (3) acknowledged the due execution of the contract on behalf of the company. This the 14 day of May, 2014.

My commission expires:

KIMBERLY F. ULRICH  
NOTARY PUBLIC  
UNION COUNTY  
NORTH CAROLINA  
MY COMMISSION EXPIRES 12/27/2016

[Signature]  
Notary Public



Verizon Wireless  
8921 Research Drive  
Charlotte, North Carolina 28262  
Phone: 704 510 9500

|  |                |                           |                  |
|--|----------------|---------------------------|------------------|
| <b>Tower Owner :</b>                               | City of Durham | <b>Tenant Applicant :</b> | Verizon Wireless |
| <b>Site Name :</b>                                 | CARVER STREET  | <b>Site Name:</b>         | CARVER STREET    |
| <b>Site Number :</b>                               |                | <b>Site Number :</b>      |                  |
| <b>Date (to be filled in by Verizon Wireless):</b> |                | <b>Contact Name:</b>      | Rose Ann Ahlgren |
|  |                | <b>Phone Number:</b>      | 704-510-8557     |

| Site Information                  |                   |                   |               |
|-----------------------------------|-------------------|-------------------|---------------|
| <b>Site Address:</b>              | 1701 Cole Mill Rd |                   |               |
| <b>County:</b>                    | Durham            |                   |               |
| <b>Existing Structure Type:</b>   | Monopole          |                   |               |
| <b>Existing Structure Height:</b> | 180'              |                   |               |
| <b>Latitude:</b>                  | 36-02-22.03 N     | <b>Longitude:</b> | 78-57-29.06 W |

| Customer Information    |  |                |                        |
|-------------------------|--|----------------|------------------------|
| <b>Company Name:</b>    | Altel Communications, Inc                        |                |                        |
| <b>Billing Address:</b> | 180 Washington Valley Road, Bedminster, NJ 07921 |                |                        |
| <b>RF Engineer:</b>     | David Haughney                                   | <b>E-mail:</b> | david.haughney@vzw.com |

| Antennas                             |  |  |  |
|--------------------------------------|--|--|--|
|                                      | Cellular Sec 1   | Cellular Sec 2   | Cellular Sec 3   |
| <b>Desired Rad Center (Feet AGL)</b> | 170  | 170  | 170  |
| <b>Antenna Quantity</b>              | 1/2/1  | 1/2/1  | 1/2/1  |
| <b>Antenna Manufacturer</b>          | Antel/Amphenol/CSS   | Antel/Ericsson/Antel   | Antel/Ericsson/Antel   |
| <b>Antenna Model (See Exhibit)</b>   | BXA-70063-8CF-2 /<br>(2) WWX063X19G00-T04<br>/X7C-FRO-860-VR4  | BXA-70063-8CF-2 /<br>(2) WWX063X19G00-T04<br>/X7C-FRO-860-VR4  | BXA-70063-8CF-2 /<br>(2) WWX063X19G00-T04<br>/X7C-FRO-860-VR4  |
| <b>Weight (per antenna)</b>          | 24/32/43.4   | 24/32/43.4   | 24/32/43.4   |
| <b>Antenna Dimensions</b>            | 94.7" x 11.2" x 4.5"/75.0 x 12.1 x7.0/<br>96.0 x 14.6 x 8.0 in | 94.7" x 11.2" x 4.5"/75.0 x 12.1 x7.0/<br>96.0 x 14.6 x 8.0 in | 94.7" x 11.2" x 4.5"/75.0 x 12.1 x7.0<br>/96.0 x 14.6 x 8.0 in |
| <b>ERP (watts)</b>                   | 500  | 500  | 500  |
| <b>Antenna Gain</b>                  | 16   | 16   | 16   |
| <b>Orientation/Azimuth</b>           | 30/10/10   | 150/150/150  | 270/270/270  |
| <b>Mechanical Tilt</b>               | 3/0/0  | 7/0/4  | 2/0/2  |
| <b>Technology</b>                    | CDMA   | CDMA   | CDMA   |
| <b>Operational Frequencies</b>       |  |  |  |
| Transmit Tx                          | 869 - 894  | 869 - 894  | 869 - 894  |
| Receive Rx                           | 824 - 849  | 824 - 849  | 824 - 849  |
| Transmit Tx                          | 746 -757   | 746 -757   | 746 -757   |
| Receive Rx                           | 776 - 787  | 776 - 787  | 776 - 787  |
| <b>Feed line Information</b>         |  |  |  |
| <b>Manufacturer</b>                  |  |  |  |
| <b>Model</b>                         | 1 5/8"; 1-5/8" hybrid  | 1 5/8"   | 1 5/8"   |
| <b>Quantity</b>                      | 4 coax per sector; 2 total hybrid lines                        | 4 per sector   | 4 per sector   |
| <b>Connector Type</b>                |  |  |  |
| <b>Length</b>                        |  |  |  |
| <b>Tower Mount Amplifier Weight</b>  |  |  |  |

| Equipment Information: |          |
|------------------------|----------|
| <b>Manufacturer:</b>   | MOTOROLA |

|                             |                |
|-----------------------------|----------------|
| <b>Model Number:</b>        | 4812 MC        |
| <b>Max. Transmit Power:</b> | 25 per carrier |
| <b>ERP/ EIRP (Watts):</b>   | 500            |
| <b>Connector Type:</b>      | DINN           |

| Building Information                 |                 |
|--------------------------------------|-----------------|
| <b>Shelter/ Cabinets:</b>            | Pre-fab Shelter |
| <b>Lease Space: Dimensions</b>       | 12' x 28'       |
| <b>Pad Dimensions if applicable:</b> | 12' x 28'       |

| Power Requirements |  |
|--------------------|--|
| <b>VAC:</b>        |  |
| <b>Phase:</b>      |  |
| <b>Amps :</b>      |  |

| Generator            |              |
|----------------------|--------------|
| <b>Manufacturer:</b> | Cummins-Onan |
| <b>Model Number:</b> | 50DGCA       |
| <b>Size (Kva):</b>   | 50           |
| <b>Fuel Type:</b>    | Diesel       |
| <b>Tank Size:</b>    | 150 gallons  |

| Batteries            |        |
|----------------------|--------|
| <b>Quantity:</b>     | 1      |
| <b>Manufacturer:</b> | GNB    |
| <b>Model:</b>        | 90A-25 |

|                              |                |
|------------------------------|----------------|
| <b>Construction Contact:</b> | Brett Slough   |
| <b>Phone Number:</b>         | (919) 217-9950 |

|                  |   |
|------------------|---|
| <b>Comments:</b> | Verzion is proposing to remove (3)BxA -70063-8CF and install this Final Configuration for this site (12)antenna's, (6)RRU32, (2)large RayCap, (2)Hybrid Cable,(12) 1 5/8" Coax. |
|                  |   |
|                  |   |

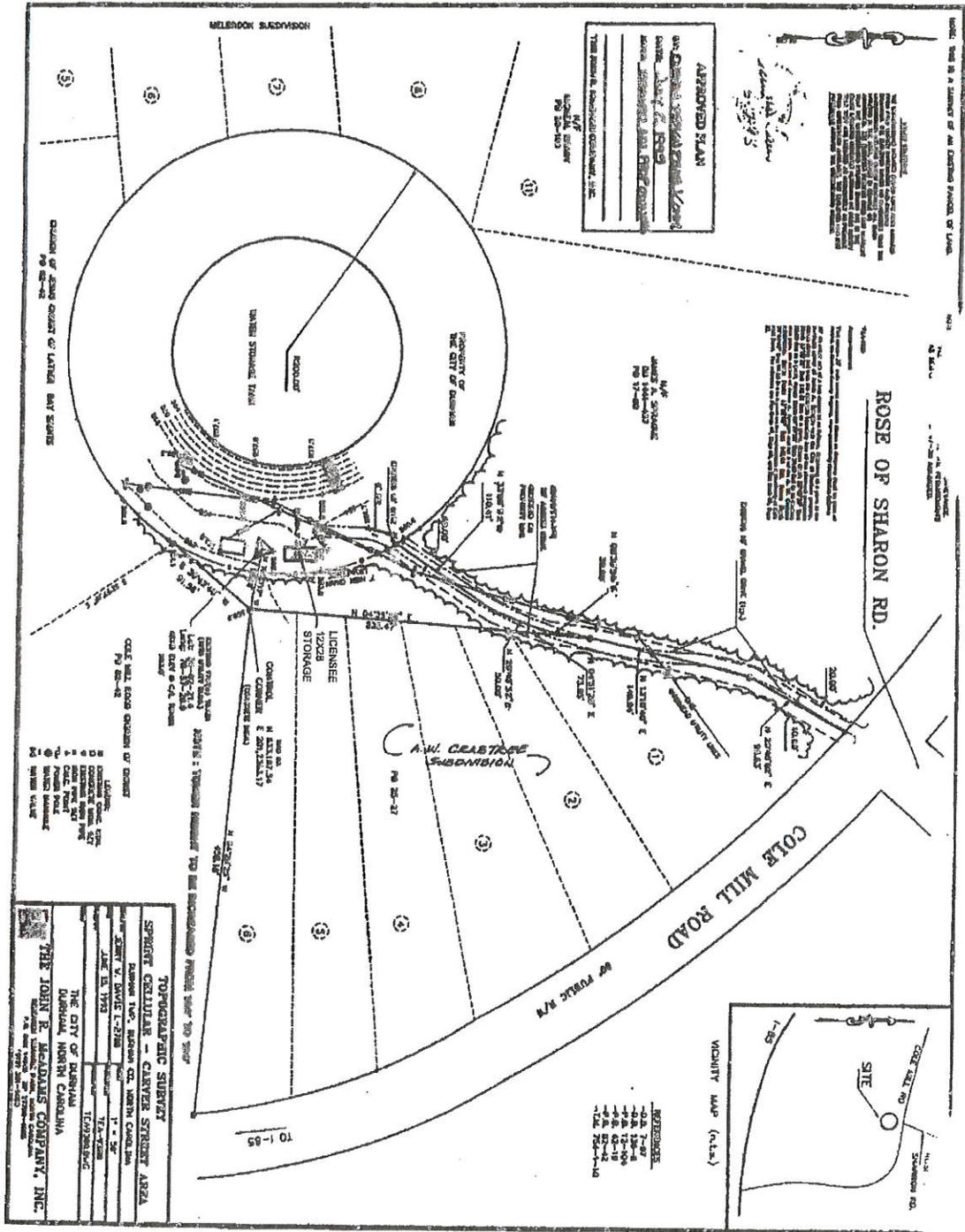


EXHIBIT 2

BEGINNING at an iron pen at the Southeast corner of the original site of the Huckleberry Hill Reservoir of the City of Durham; and running from said iron pen south 41 degrees 31' West 91.6 feet to a point; thence North 58 degrees 13' West 200 feet to a point, which last named point is approximately at the center of a 3,500,000 gallon reservoir above entitled, which last named point is the point of beginning of the description of the property herein and hereby conveyed (the foregoing being for the purpose of fixing the last named point), and from said point of beginning projecting a radius of 200 feet and on and with said radius describing a complete circle, the circumference or distance around said circle being 1256.64 feet, excluding from the area comprised within the aforesaid circle so much of said land as is a portion of the original Huckleberry Hill Reservoir of the City of Durham, which excluded portion is the greater portion of the property described in that deed from William D. Cole and wife, Eliza J. Cole, to Durham Water Company, dated December 1, 1886, and of record in Deed Book 7, at Page 97, of the Registry of Durham County.

The property hereby and herein conveyed is further described as being all of the property comprised in the larger circle of the plat hereinafter referred to, exclusive of so much of said property as is a portion of the area of the parallelogram shown on said plat. For a more detailed description of the aforesaid property reference is hereby made to the map entitled "Map of Durham Water Department Huckleberry Hill Property", which map is dated March 1940, on which map the magnetic bearings are as of 1886, and which plat is now of record in Plat Book 12, at page 104 of the Registry of Durham County.