

This Lease Agreement is made this ____ day of _____, 2017, ("Lease Agreement") by and between the City of Lee's Summit, Missouri, a municipal corporation, ("Lessor") and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) ("Lessee").

WITNESSETH THAT:

WHEREAS, Lessor is the owner in fee simple of a parcel of land in the City of Lee's Summit, Jackson County, State of Missouri, legally described on the attached Exhibit A, which is incorporated by reference as if fully set forth herein, ("Property"); and

WHEREAS, a water tower, including an equipment shelter area antenna mounts, owned by Lessor, (collectively "Tower Facilities") is located on the Property; and

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, a portion of the Property and Tower Facilities (collectively "Leased Premises") for the purpose of constructing, installing, maintaining, operating, and removing at its expense, a directional antenna, connecting cables, support structures and related site equipment for communication facilities ("Site Equipment").

NOW THEREFORE, The parties hereto agree as follows.

1. DESCRIPTION AND USE OF PROPERTY

Lessee agrees to lease from Lessor, and Lessor agrees to lease to Lessee, the following property (collectively "Leased Premises"):

- a. A non-exclusive easement of reasonable access to the Tower Facilities across the property located in the City of Lee's Summit, Jackson County, State of Missouri more particularly described in legal description attached and incorporated herein as **Exhibit A**. For the purposes of this Lease Agreement, reasonable access shall be shall be access between 7:00 AM and 3:30 PM. Monday through Friday, except on City Holidays as designated in Section 2-2 of the Lee's Summit code of Ordinances. Such access shall be granted upon 4 hours' notice to the Lee's Summit Water Utilities Department. In the event of an emergency necessitating access to the Leased Premises outside the times of access stated above, at any time day or night, by Lessee, Lessee shall call Lee's Summit Water Utilities at 816-969-7407, for access, access to the Leased Premises during such emergencies shall not be unreasonably withheld by Lessor. Lessee shall provide Lessor with a list of Lessee's agents and employees authorized to access the equipment located on the Leased Premises. Lessor shall not be responsible for monitoring access to Lessee equipment.
- b. A tract of land located on the Property which is more specifically described in **Exhibit D**, attached hereto and incorporated herein by reference.
- c. The right to construct, install, maintain, operate, and remove the Site Equipment on that part of the Tower Facilities more particularly described in the site plan attached and incorporated herein as **Exhibit B**. This right shall be exercised in accordance with the plans and specifications for the Site Equipment attached hereto and incorporated herein as **Exhibit C**, and all other provisions of this Lease Agreement. Further, this right includes the ability to replace Site Equipment with equipment that is exactly the same as the equipment that is being

replaced and which is in all respects in accordance with the plans and specifications contained in Exhibit C.

This Lease Agreement is non-exclusive and the Lessor reserves the right to lease vacant space on the Tower Facilities to third parties. It is also recognized by the Lessee that there may be communications facilities owned by third parties already located on the Leased Premises.

2. TERM

The Initial Term of this Lease Agreement shall be for ten (10) years, commencing on (i) February 1, 2018 or (ii) the first day of the month after Lessee begins installation of Lessee's communications equipment, whichever occurs first ("Commencement Date"). This Lease Agreement shall be automatically renewed for three (3) additional terms, (each a "Renewal Term") of five years each, unless the Lessee provides the Lessor with written notice of intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term; or Lessee is in default as provided in Paragraph 19 of this Lease Agreement; or this Lease Agreement is terminated as provided in paragraph 27.

3. RENT

Lessee agrees to pay the Lessor, for the Leased Premises, rents paid annually in advance beginning on the Commencement Date and on each anniversary of the Commencement Date. The annual rent for the first year of the initial term of this Lease Agreement shall be \$27,000.00. Thereafter, the rent due hereunder will be increased on each anniversary of the Commencement Date to an amount equal to the amount of the annual installment of rent payable during the preceding year increased by 3%.

All annual rent installments are to be paid at Lee's Summit City Hall, 220 SE Green Street, P.O. BOX 1600, Lee's Summit, Missouri 64063, or at such other place as Lessor may designate from time to time. Any rental payment which is beyond thirty days in default, and continues to be in default ten (10) days after Lessor has send notice in writing to Lessee of said default, shall have interest thereon at 9 percent per annum.

The first rent installment shall be due within 45 days after the commencement date.

Prior to Lessee's execution of this Lease Agreement, Lessor shall provide Lessee documentation necessary for Lessee to comply with tax and information return reporting rules of the Internal Revenue Service ("IRS") and state and local governments, including, without limitation, IRS Form W-9 and applicable state and local withholding forms, in a form acceptable to Lessee. Within fifteen (15) days of any requested change in the then-current rent payee, Lessor, or its successors or assigns, shall provide to Lessee the following: (i) documentation acceptable to Lessee, in Lessee's reasonable discretion, evidencing such party's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; and (ii) documentation necessary for Lessee to comply with tax and information return reporting rules of the IRS and state and local governments, including, without limitation, IRS Form W-9 and applicable state and local withholding forms, in a form acceptable to Lessee. If Lessee is unable to deliver any payments to the proposed rent payee as a result of Lessor's, or its successors' or assigns', failure to provide such documentation, Lessee shall not be relieved of its rental payment obligations, but Lessee's failure to deliver such payments to such person or entity shall not be a breach of this Lease Agreement unless Lessee fails to send any deferred payments within forty-five (45) days after Lessee receives such documentation.

4. ACCESS TO LEASED PREMISES AND SITE EQUIPMENT

Lessee agrees to provide prior written notice to Lessor of the date and time that all work pursuant to this Lease Agreement will occur, along with a list of the names of all Lessee employees, or Lessee engineers, contractors, subcontractors, and agents or employees thereof, who will be performing work on behalf of Lessee pursuant to this Lease Agreement. Lessor shall obtain directly from said employees, engineers, contractors, subcontractors and agents any personal information (including, but not limited to, social security numbers) necessary for Lessor to perform a criminal background check and pre-authorize such parties. Such information shall be provided by said employees, engineers, contractors, subcontractors and agents to Lessor's designated contact, who shall be designated to Lessee in writing by Lessor. It is agreed that only those employees, engineers, contractors, subcontractors and agents who have submitted to a criminal background check and are pre-authorized by Lessor will be permitted to enter the Leased Premises.

5. CONSTRUCTION STANDARDS AND PERMIT REQUIREMENTS

Lessee shall, at its own cost construct, install, operate and maintain the Site Equipment upon the Leased Premises. Lessee's construction and installation of Site Equipment shall be done according to plans and specifications approved by the Lessor and attached in **Exhibit C**. The Lessee may, at its expense, make such improvements on the Tower Facilities as are necessary for the operation of the transmission site for voice and data communications in accordance with the plans and specifications in **Exhibit C**. Construction shall be completed no later than six (6) months from the Commencement Date.

Lessee shall obtain all necessary permits, permissions, sanctions, and approvals necessary to construct, install, operate and maintain the Site Equipment. Lessee shall construct, install, operate and maintain the Site Equipment in accordance with site standards, state statutes, ordinances, rules and regulations now in effect or that thereafter may be issued by the Federal Communications Commission or any other governing body. In the event that any alteration of the Property; Tower Facilities, or Site Equipment is required to fulfill the covenants of this paragraph, it shall be done in accordance the alteration procedures of Paragraph 13 of this Lease Agreement. Any damage done to the Property or Tower Facilities during the construction, installation, maintenance, operation and/or removal of the Site Equipment shall be repaired or replaced within ten (10) days, or within a reasonable period approved by Lessor, at Lessee's expense and to Lessor's sole satisfaction. In addition, if Lessor experiences an interruption of existing City services relating to Lessor's use of the Property or Tower Facilities as a result of actions or omissions of the Lessee under this Lease Agreement, Lessee agrees to timely rectify any such interruption and pay all reasonable costs associated with the loss, repair and restoration of such City services.

6. REMOVAL OF SITE EQUIPMENT

Lessee has the right to remove the site Equipment at its sole expense on or before the expiration or earlier termination of this Lease Agreement, and shall repair any damage to the Leased Premises caused by such removal. Lessee shall remove the Site Equipment from the Leased Premises within 30 days of the date of termination or expiration of this Lease Agreement and shall repair any damage to the Leased Premises caused by construction, installation, operation, maintenance or removal of the Site Equipment, normal wear and tear excepted. Any property that is not removed within 60 days of the date of termination or expiration of this Lease Agreement shall become the property of the Lessor.

7. LIENS OR ENCUMBRANCES

The Lessee shall not suffer the Property, Tower Facilities, or any construction or improvements thereon to become subject to any lien, charge, or encumbrance whatsoever, and shall indemnify the Lessor against all such liens, charges, and encumbrances; it being expressly agreed that the Lessee shall have no authority, express or implied, to create any lien, charge, or encumbrance upon the Leased Premises.

8. ASSIGNMENTS

- A. The Lessee may assign this Lease Agreement to its Principal, Affiliates, Subsidiaries of its Principal or to any entity which acquires all or substantially all of Lessee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization, with 30 days advance written notice to the Lessor, all other parties shall be considered "third parties." The Lessee may assign this Lease Agreement to third parties only with written approval from the Lessor. Such approval may not be unreasonably withheld. However, if the Lessee assigns this Lease Agreement to a third party, the Lessor has an option, within the Lessor's sole discretion, to renegotiate the terms of this Lease Agreement with the proposed assignee. Lessee may not sublease any portion of the Leased Premises.
- B. No change of stock ownership, partnership interest or control of Lessee or transfer upon partnership or corporate dissolution of Lessee shall constitute an assignment hereunder.
- C. The terms Principal, Affiliate and Subsidiary as used in this section shall have the following meanings:

"Affiliate: means, with respect to Lessee, an entity that lawfully and directly or indirectly Controls, is Controlled by, or is under common Control with Lessee (which for these purposes shall include without limitation an entity with respect to which Lessee or Lessee's parent or subsidiary is a general partner or manager or occupies a similar position of Control, regardless of ownership interest).

"Principal" means any entity serving as the general partner or manager, or in any other position of Control, regardless of ownership interest.

"Subsidiary" means any entity that is Controlled by at least a 50% or more ownership interest.

"Control" or "Controlled by" means the power (directly or indirectly) to direct the management or policies of that entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

9. INSURANCE

- A. **GENERAL PROVISIONS.** Lessee shall file with Lessor evidence of liability insurance with an insurance company licensed to do business in Missouri. At all times while this Lease Agreement remains in effect, and in recognition of the indemnification provisions set forth herein, Lessee shall, at its own cost and expense, maintain a program of commercial general liability insurance and/or self-insurance in the amounts specified below to protect Lessee and Lessor, its officers, agents, employees, elected officials, and attorneys each in their official and individual capacities, from any liability for

bodily injury, death and property damage occasioned by the activities of Lessee, or any person acting on their behalf, under this Lease Agreement, including, but not limited to, Lessee's operations, products, services or use of automobiles or construction equipment. As proof of this compliance, Lessee shall, during the term of this Lease Agreement, keep on file with the Clerk of the City of Lee's Summit a certificate of insurance with an insurance company licensed to do business in the State of Missouri and/or affidavit of self-insurance which shall show the types and amounts of coverage. Any affidavit of self-insurance shall be signed by Lessee, or an employee or officer of Lessee who has knowledge of Lessee's self-insurance program and is authorized to make representations as to the scope of said program, and shall contain a statement making such representations.

B. LIMITS AND COVERAGE

1. Commercial General Liability: Minimum \$5,000,000 each occurrence limit for bodily injury and property damage; \$5,000,000 general aggregate; \$5,000,000 products and completed operations aggregate.
2. Automobile Liability: Minimum \$500,000 combined single limit for bodily injury and property damage; applicable to owned, non-owned and hired automobiles.
3. Workers' Compensation: As required by state statute; if exempt, must submit letter stating the exemption; employer's liability \$2,000,000 each occurrence.
4. Umbrella/Excess Liability: An umbrella or excess liability policy in the minimum amount of \$2,000,000 each occurrence and aggregate; at least as broad as the underlying general liability, automobile liability and employer's liability.

The following shall attach to the policy:

1. The policy shall cover personal injury as well as bodily injury.
2. The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries, and property damage.
3. Lessor shall be included as an additional insured (except for auto and workers comp).
4. Standard form of cross-liability shall be afforded.
5. Upon receipt of notice from its insurer that the policy is being cancelled, Lessee will provide Lessor with thirty (30) days advance written notice of such cancellation.

C. USE OF CONTRACTORS AND SUBCONTRACTORS. Lessee shall not permit any contractors or subcontractors to commence or continue work until they shall have obtained or caused to be obtained all insurance required under this paragraph. Said insurance shall be maintained in full force and effect until the completion of the work performed, and approved thereof by Lessor.

D. WORKERS' COMPENSATION. Lessee shall ensure that all contractors or subcontractors performing work for Lessee obtain and maintain Workers' Compensation Insurance for all employees, and in case any work is sublet, Lessee shall require any subcontractors to provide Workers' Compensation insurance for all subcontractor's employees, in compliance with State laws and to fully protect Lessor from any and all claims of such employees arising out of occurrences during work performed hereunder. Lessee shall provide Lessor with a certificate of insurance indicating Workers' Compensation coverage prior to commencing construction of the Improvements.

10. INTERFERENCE AND STRUCTURAL COMPATIBILITY

Lessee agrees that the construction, installation, maintenance, operation and removal of Site Equipment shall not interfere with other communications systems currently in operation on the Tower Facilities or Property, nor interfere with Lessor's use, or anticipated use, of the Tower Facilities or Property or other tenants existing prior to this Lease Agreement. If Lessee's Site Equipment causes interference, Lessee shall take all measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated within 72 hours, Lessee shall immediately cease operating the Site Equipment until the interference has been eliminated (interference may be eliminated by Lessee shutting off its Site Equipment causing the interference, provided such shut down successfully eliminates the interference). If the interference cannot be eliminated within 60 days, Lessor may terminate the Lease Agreement.

Before approving the placement of the Site Equipment, Lessor may require at the Lessee's expense, any information that will insure that Lessee's use will not interfere with the rights in the Property and Tower Facilities retained by the Lessor or any prior lease. Such information may include, but is not limited to, an intermodulation study to indicate whether the proposed use will interfere with any existing communications facilities, a transition plan approved by the Lessor for continued operation of existing facilities during construction, installation, or maintenance of Lessee's Site Equipment, an engineering study of indicating that the Tower Facility can structurally support the Site Equipment, or a safety study certified by an Industrial hygienist or other equally qualified inspector to ensure that access to the Tower Facility is at all times in compliance "with any applicable safety standards. Any interference test required by the Lessor shall include frequencies provided by the Lessor, for its own exclusive anticipated use, as if they were existing uses.

Lessor agrees that antennas, related site equipment and/or frequencies, installed by other lessee's after the installation of Lessee's Site Equipment, shall not interfere with the operation of Lessee. In the event any such interference occurs, the Lessor shall have the responsibility to coordinate the termination of the interference within 72 hours, if possible. If such interference is not terminated within 72 hours, and Lessee is unable to continue its operation, Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease Agreement immediately upon notice to Lessor. Lessor shall not be responsible for any interruption in Lessee's service associated with the operation and maintenance of the Site Equipment by others.

11. MAINTENANCE AND REPAIRS

The Lessee shall have the sole responsibility to keep the Site Equipment, and any other structure, appurtenance or landscaping required to meet the covenants established by this Lease Agreement, in good condition through consistent maintenance and repair. "Good Condition" shall mean that the Site Equipment, and any other structure or appurtenance shall remain in as good condition as when initially constructed and installed, normal wear and tear excepted and casualty loss excepted. All required landscaping shall be maintained in proper repair and kept free of refuse and debris at all times. Lessee's maintenance shall be exercised consistent with the interference provisions of Paragraph 10 of this Lease Agreement. In the event that Lessee's maintenance involves alteration of the Site Equipment the alteration shall be exercised consistent with the interference provisions of Paragraph 10 of this Lease Agreement and the alteration provisions of Paragraph 12 of this Lease Agreement.

Lessor, at all times during the term of this Lease Agreement, reserves the right to take any action it deems necessary to maintain, alter or improve the Property and Tower Facilities. In the event that

Lessor or any other lessee undertakes maintenance of the Property, Tower Facilities, or other communication facilities, Lessee shall take reasonable measures to protect the Site Equipment.

In the event maintenance and/or repairs to the Leased Premises require Lessee's Site Equipment to be removed, then upon request of Lessor, Lessee, at its sole cost and expense, agrees to relocate its equipment on a temporary basis to another location on the Property, approved by City, hereinafter referred to as the "Temporary Location," for the purpose of City performing maintenance, repair or similar work on the Property or on the Tower. City agrees to give Lessee at least 90 days written notice prior to requiring Lessee to relocate. Lessee's use of the Premises shall not be interrupted or diminished during the relocation and Lessee shall be allowed, if necessary, in Lessee's reasonable determination, to place a temporary installation on the Property during any such relocation, subject to the approval of Lessor, which shall not be unreasonably withheld. Upon completion of any maintenance, repair or similar work by City, Lessee shall be permitted to return to its original location.

12. ALTERATIONS

The Lessee shall not make any alteration, in the external elevation or architectural design of the Tower Facilities or the Property, or injure or remove any of the principle structural supports thereof without the consent in writing of the Lessor, which shall not be unreasonably withheld, conditioned or delayed. Lessor may require plans and specifications or other information consistent with the interference provisions of Paragraph 10 of this Lease Agreement, for any alteration of the Site Equipment deviating from the plans and specifications included in Exhibit C.

13. NEW STRUCTURES

Without prior written approval of Lessor, the Lessee shall not construct or permit to be constructed on the Property any new structures, or make or permit to be made any additions to the Tower Facilities, except in accordance with plan and specifications previously approved by the Lessor.

14. UTILITIES

Lessee shall have the right to install utilities, at Lessee expense, and to improve the present utilities on the Leased Premises as shown on the site plan attached as Exhibit B. Lessee shall, at its expense, separately meter charges for consumption of electricity and other utilities associated with its use of the Leased Premises, and shall timely pay all costs associated therewith.

15. UNLAWFUL USE

The Lessee shall not make or suffer any use or occupancy of the Leased Premises contrary to any law or ordinance now or hereafter in force.

16. TITLE AND QUIET POSSESSION

Lessor warrants that it is the owner of the Leased Premises; that it has the right to enter into this Lease Agreement; that the person signing this Lease Agreement has the authority to sign; and, that Lessee is entitled to access to the Leased Premises over areas agreed to by Lessor (described in Exhibit A and shown on Exhibit B) and to the quiet possession of the Leased Premises consistent with the terms and conditions of this Lease Agreement throughout the initial term and each renewal term unless Lessee is in default as provided in Section 19 of this Lease Agreement. Lessee agrees to quit and deliver possession of the Leased Premises to Lessor or Lessor's assigns, successors or agents, when this Lease Agreement terminates by termination, expiration, default or forfeiture, and Lessee agrees that the

Leased Premises shall be in substantially the same order and in as good condition as received, normal wear and use and damage caused by casualty excepted.

17. INDEMNIFICATION

A. GENERAL. Lessee shall indemnify, release, defend, become responsible for and forever hold harmless Lessor, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, subject to the provisions set forth in the Missouri Sovereign Immunity Statute, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities of any character and from any cause whatsoever, brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property to the extent arising out of or resulting from any act, error, omission, or intentional act of Lessee or its agents, employees or subcontractors, arising out of or in any way connected with the operations expressly authorized herein, including, without limitation, the installation, operation, maintenance, repair and use of the Leased Premises and Site Improvements; provided, however, that Lessee need not save harmless Lessor from lawsuits, suits, actions, costs claims, demands, damages, disability, losses, expenses and other defense costs or liabilities to the extent arising out of the negligence or misconduct of Lessor, its employees, agents, or contractors.

B. NO LIMITATIONS OR WAIVER. The indemnity required hereunder shall survive the termination or expiration of this Lease Agreement and shall not be limited by reason of any particular insurance coverage in this Lease Agreement, or by a limitation of the amount or type of damages or compensation payable by or for Lessee under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Lease Agreement, or the terms applicability or limitation of any insurance held by Lessee. Lessor does not, and shall not, waive any rights against Lessee which it may have by reason of this indemnification, because of the acceptance by Lessor, or the deposit with Lessor by Lessee, of any of the insurance policies described in this Lease Agreement. Except as provided in subpart A above, this indemnification by Lessee shall apply regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages,

C. NOTIFICATION OF CLAIMS. With respect to any claims which are subject to indemnity hereunder, Lessee shall immediately notify Lessor of any and all claims' filed against Lessee or Lessee and Lessor jointly, and shall provide Lessor with a copy of the same.

D. CHALLENGES TO CONTRACT. Lessee shall indemnify, defend and hold harmless Lessor, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, against any and all claims or challenges brought against Lessor with respect to the validity of the terms and conditions of this Lease Agreement.

E. USE OF INDEPENDENT CONTRACTORS. The fact that Lessee carries out any activities under this Lease Agreement through independent contractors shall not constitute an avoidance of, or defense to, Lessee's duty of defense and indemnification under this section.

18. HAZARDOUS SUBSTANCES

Lessor represents that it has no knowledge of any substance, chemical or waste (collectively "substance") on the Leased Premises that is identified as hazardous, toxic or dangerous in any applicable

federal state or local law or regulation. Lessee and Lessor shall not introduce or use any such substance on the Leased Premises in violation of any applicable Law.

19. DEFAULT

Failure on the part of Lessee to pay rent within 30 days after same shall become due and if rent is not paid within 10 days after notice to Lessee of nonpayment of rent, or failure of either party to promptly and faithfully keep and perform every covenant, condition and obligation of this Lease Agreement, other than payment of rent, on the part of either party to be kept and performed for more than twenty (20) days after notice of such default shall have been given to the defaulting party, shall, at the option of the non-defaulting party, cause the forfeiture and termination of this Lease Agreement, without, however, releasing Lessee from liability, as hereinafter provided, and if such default shall not be corrected within the applicable period aforesaid, except that this Lease Agreement shall not be terminated if the default cannot reasonably be cured within such twenty (20) day period and the defaulting party has commenced to cure the default within such twenty (20) day period and diligently pursues the cure to completion, Lessor shall be entitled to and may take immediate possession of the Leased Premises, any other notice or demand being hereby waived if Lessee is in default as stated above. At time of transfer of possession of the Leased Premises, Lessee shall have sixty (60) days to remove the Site Equipment placed on the Tower Facility, and shall be subject to the holdover rental rate as set forth herein. If after sixty (60) days Lessee has not removed the Site Equipment, then pursuant to the rights and obligations of this Lease Agreement, the Site Equipment remaining on the Leased Premises shall become property of the Lessor. If Lessor is in default as stated above, Lessee may terminate the Lease Agreement without further liability, except for continuing obligations under this Lease Agreement. If Lessee terminates the Lease Agreement for Lessor's default, as stated above, Lessee must vacate the premises within 9 months in the same manner, including the obligation for payment of rent while in possession, as is provided for under section 27(b) hereunder.

20. MORTGAGE

This Lease Agreement does not create any ownership interest in the Leased Premises for the Lessee. The Lessee may not use the Leased Premises in any manner as collateral security for a mortgage or lien lease of any kind. However, Lessee may, upon notice to Landlord, mortgage or grant a security interest in this Lease Agreement and the Site Equipment, to any such mortgagees or holders of security interests including their successors or assigns. (hereinafter collectively referred to as "Mortgagees") provided Mortgagees execute an express written assumption of all responsibilities of the Lessee under this Lease Agreement, including annual rental fees. In the event Lessee mortgages or grants a security interest in this Lease Agreement and Site Equipment, Lessor shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Lessor agrees to notify Lessee and Lessee's Mortgagees simultaneously of any default by Lessee and to give Mortgagees the same right to cure any default by Lessee except that the cure period for any Mortgagee shall not be less than ten (10) days after receipt of the default notice.

21. AMENDMENT

Oral agreements are not permitted and shall be without force and effect. All amendments to this Lease Agreement shall be in writing executed by the parties or their respective successors in interest.

22. NOT A FRANCHISE AGREEMENT

Lessor and Lessee agree that this Lease Agreement shall not be considered, construed or deemed in anyway a telecommunication franchise agreement for use of public property within the City of Lee's Summit, Missouri.

23. PARTIAL INVALIDITY

If any terms or conditions of this Lease Agreement or the application thereof to any person or event shall to any extent be invalid and unenforceable, the remainder of this Lease Agreement in the application of such term, covenant or condition to persons or events other than those to which it is held invalid or unenforceable shall not be affected and each term, covenant and condition of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

24. SERVICE OF NOTICE

All notices, demands and communications as provided herein shall be in writing and shall be served by registered or certified United States mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender to the following address or to such other address(es) as Lessor and Lessee may advise each other in writing pursuant to this Paragraph.

LESSOR: City Manager
 City of Lee's Summit
 220 SE Green
 Lee's Summit, MO 64063

LESSEE: Verizon Wireless (VAW) LLC
 d/b/a Verizon Wireless
 Attention: Network Real Estate
 180 Washington Valley Road
 Bedminster, New Jersey 07921

25. MISCELLANEOUS

- a. This Lease Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the Lessor and Lessee.
- b. This Lease Agreement is governed by the laws of the state of Missouri. Venue for any lawsuit arising out of this Lease Agreement will be proper in Jackson County, Missouri.
- c. Lessee shall pay all personal property taxes assessed against the Site Equipment.

26. HOLDING OVER

In the event Lessee continues to occupy the Leased Premises after the last day of the term herein created, or after the last day of any extension of said term, and the Lessor elects to accept rent thereafter, a tenancy from month to month only shall be created and not for any longer period. Holdover rent shall be at the rate of 150% of the rent immediately preceding the expiration or termination creating the tenancy from month to month.

27. TERMINATION

This Lease Agreement may be terminated by:

- a. The Lessee, upon giving 90 (ninety) days prior written notice of the intent to terminate to the Lessor and payment of a termination fee to the Lessor equal to one year's rent at the then current rate. At the end of the 90 day notice period the Lease Agreement will be effectively terminated. Upon termination, all prepaid rent shall be retained by Lessor;
- b. The Lessor, after the initial term of the Lease Agreement, upon giving 90 days prior written notice of its intention to terminate and a vacate period equal to nine (9) months. The vacate period shall run from the end of the 90 day notice period. Upon removal of Lessee's Site Equipment, Lessor shall return a pro-rated portion of the prepaid rent to Lessee equal to the time from when the Lessee's Site Equipment is removed to the time of when the next annual rent is due. At the end of the nine (9) month vacate period the Lease Agreement will be effectively terminated.
- c. The Lessor, if Lessor determines that use of the Leased Premises by Lessee is a threat to health, safety or welfare under applicable laws or regulations or would violate applicable laws or ordinances.
- d. The Lessor, in accordance with the Default provisions of this Lease Agreement.
- e. The Lessor or Lessee, in accordance with the interference provisions of this Lease Agreement.
- f. If Lessor is materially in default of its obligations under this Lease Agreement and after written notice, as provided herein, does not remedy such material default within twenty (20) days, or if the default cannot be cured within twenty (20) days and Lessor has not taken reasonable steps to cure the default, or if any governmental approval issued to Lessee is cancelled, expires, lapses or is otherwise withdrawn or terminated by governmental authority, then Lessee may terminate this Lease Agreement immediately without any termination fee.

Removal of Lessee's equipment upon termination of the Lease Agreement shall be in accordance with Section 6 of this Lease Agreement.

28. WAIVER OF LANDLORD'S LIEN.

Lessor hereby waives any and all lien rights it may have, statutory or otherwise concerning the Tenant Facilities or any portion thereof which shall be deemed personal property for the purposes of this Lease Agreement, whether or not the same is deemed real or personal property under applicable laws. Lessee may remove all or part of the Tenant Facilities in the manner provided under this Lease Agreement. A Mortgagee may do the same provided it has entered into a written assumption of this Lease Agreement in the manner described in paragraph 20 above.

29. CONSENT TO GRANT INTEREST IN THIS AGREEMENT.

While this Lease Agreement or any subsequent renewals are in effect, the Lessor must obtain written consent from Lessee prior to granting to a third party an interest in and to this Lease Agreement, with the exception of the issuance of any bonds.

30. MEMORANDUM OF AGREEMENT.

Lessor agrees to execute a Memorandum of this Lease Agreement which Lessee may record with the appropriate recording officer, at Lessee's sole expense. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or the rent payments. Upon the expiration or termination of this Lease Agreement, Lessee agrees to record a termination of the Memorandum of Lease with the appropriate recording officer, at its own expense within ten (10) days of said expiration or termination.

31. ENTIRE AGREEMENT

This Lease Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties.

(Signature page to follow)

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement on the date first written above.

LESSOR:

City of Lee's Summit, Missouri

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Assistant City Attorney

LESSEE:

Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

By: Reck Goldschmidt

Printed Name: RECK GOLDSCHMIDT

Title: DEPT. VICE PRES. RNCR

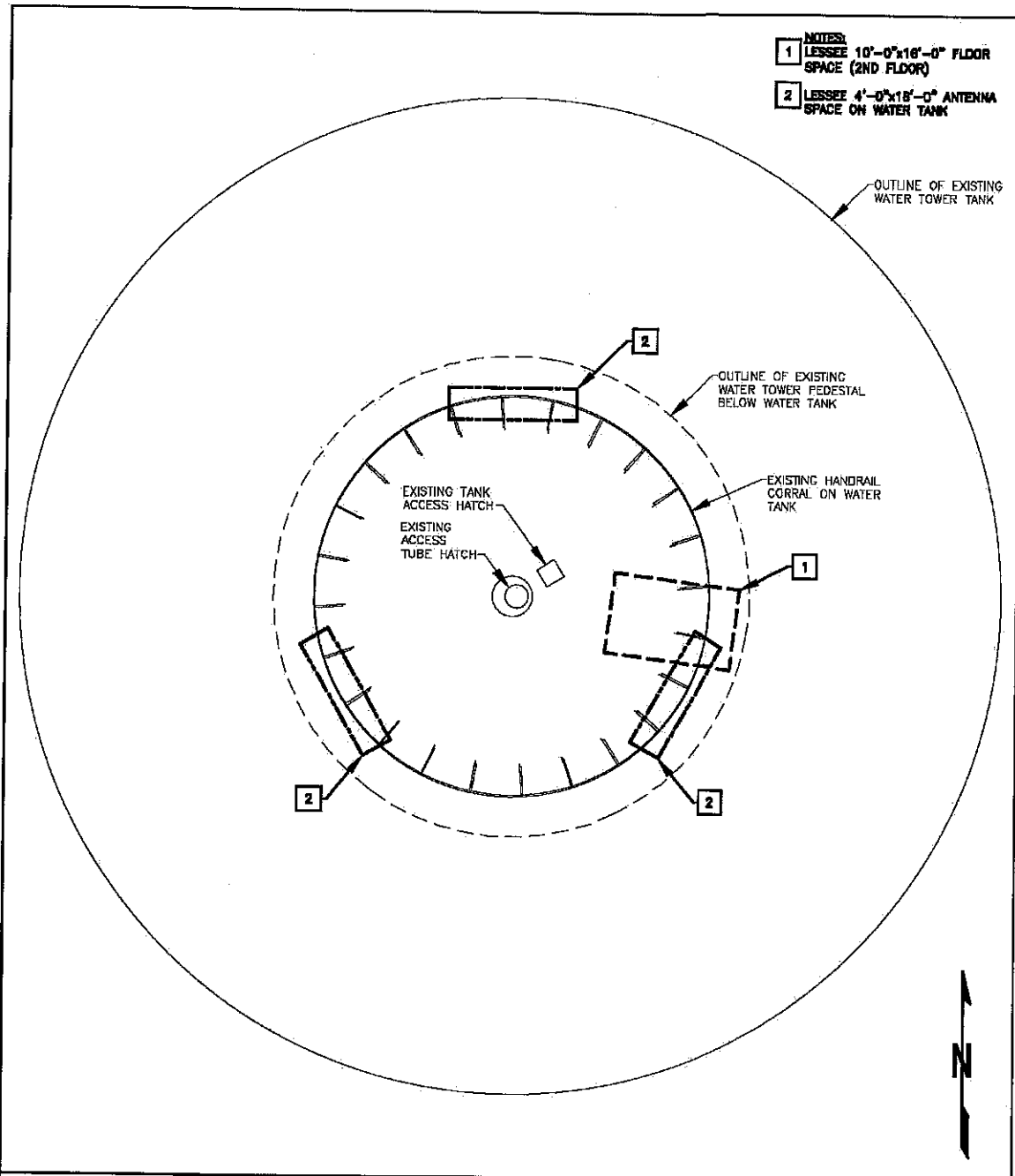
Date: 12/19/17

Exhibit A

Legal Description of Property

LOT 1, BLOCK A, OF LOT 1, HOOK RD. WATER STORAGE TANK, AN
ADDITION IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI.

Exhibit B
Site Plan
(See Attached)



- NOTES:**
- 1** LESSEE 10'-0" x 16'-0" FLOOR SPACE (2ND FLOOR)
 - 2** LESSEE 4'-0" x 16'-0" ANTENNA SPACE ON WATER TANK

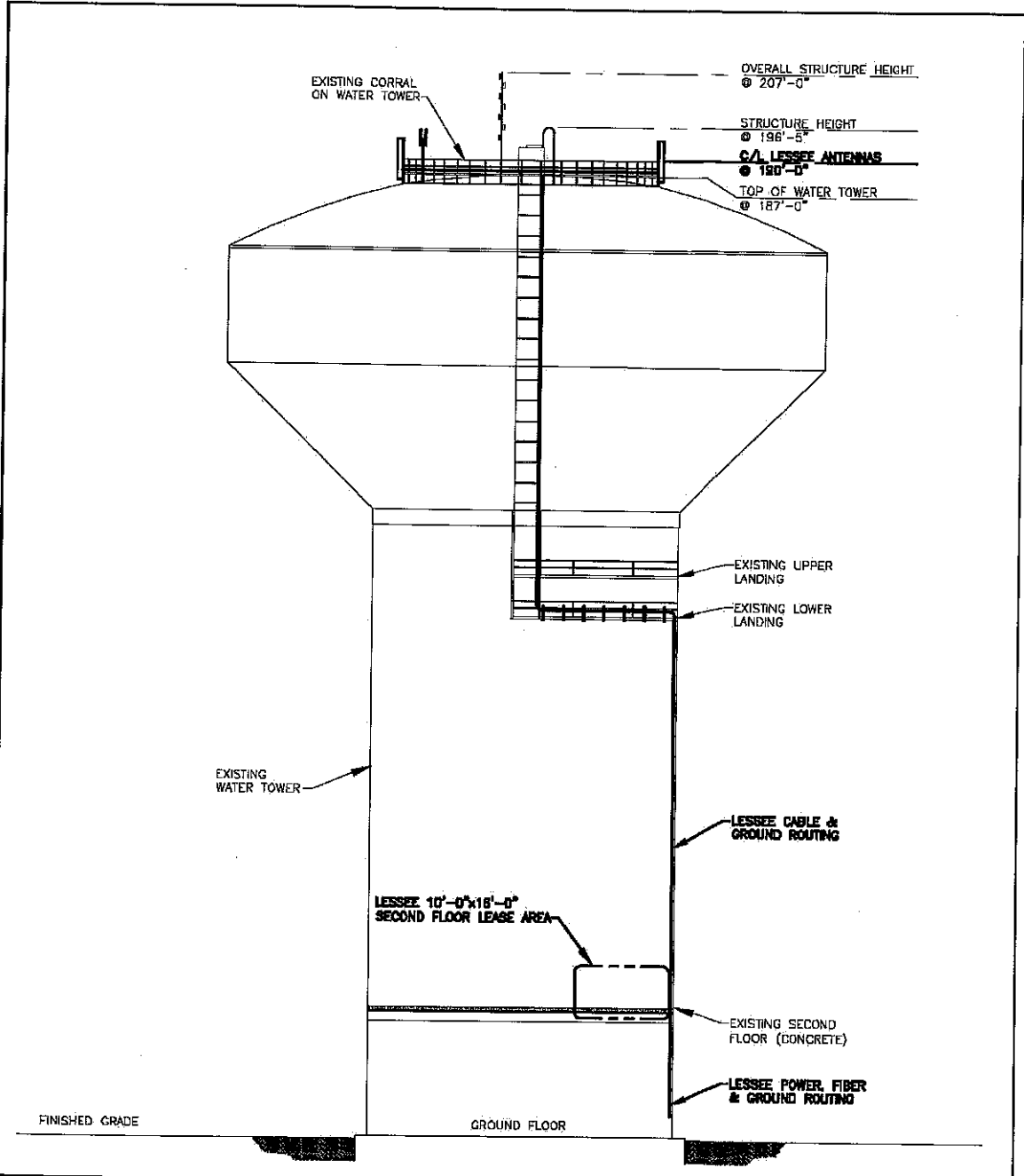
LEASE EXHIBIT

1

LESSOR		
INITIALS	DATE	
LESSOR		
LESSEE		

KCYC HORRIDGE NORTH		
801 SOUTHWEST HOOK ROAD LEE'S SUMMIT, MISSOURI 64082		
REV	DATE	DESCRIPTION
D	10/12/17	ISSUED FOR LEASE EXHIBIT
E	10/16/17	ISSUED FOR LEASE EXHIBIT


 8800 West 102nd Street, Suite 900
 Overland Park, Kansas 66210
 Phone: 913-438-7700
 Fax: 913-438-7777



LESSOR			INITIALS		DATE
LESSOR					
LESSEE					

REV	DATE	DESCRIPTION	RKT
A	04/11/17	ISSUED FOR LEASE EXHIBIT	RKT
B	10/12/17	ISSUED FOR LEASE EXHIBIT	RKT

LEASE EXHIBIT

KCYC HORRIDGE NORTH

801 SOUTHWEST HOOK ROAD
LEE'S SUMMIT, MISSOURI 64082

8900 West 109th Street, Suite 300
Overland Park, Kansas 66210
Phone: 913-438-7700
Fax: 913-439-7777



Exhibit C
Equipment

- (9) Antennas
- (6) RRUs
- (3) Hybriflex cables (1-1/4")
- (3) Large Raycap Box
- (2) GPS Antennas
- (1) GPS Coaxial Cable

Exhibit D

Legal Description

PROPERTY DESCRIPTION: LESSEE NON-EXCLUSIVE ACCESS/UTILITY RIGHT OF WAY

A 20 foot wide Non-Exclusive Access/Utility Right of Way, situated Lot 1, Block A, of LOT 1 HOOK RD. WATER STORAGE TANK, part of the Northwest Quarter of Section 30, Township 47 North, Range 31 West, in Jackson County, Missouri, lying 10.00 feet on each side of the following described centerline:

COMMENCING at the Northwest Corner of said Section 30 (Found 3" Aluminum Cap with Section 30 Stamp); thence along the West line of said Section 30, South 02°18'54" West, a distance of 276.02 feet; thence leaving said West line, South 87°41'06" East, a distance of 1292.36 feet to the POINT OF BEGINNING of said centerline; thence North 24°32'32" East, a distance of 126.95 feet; thence North 01°09'41" East, a distance of 139.78 feet to the South Right of Way line of SW HOOK RD (Public Right of Way) and to the POINT OF TERMINATION.

PROPERTY DESCRIPTION: LESSEE NON-EXCLUSIVE UTILITY RIGHT OF WAY

A 15 foot wide Non-Exclusive Utility Right of Way, situated Lot 1, Block A, of LOT 1 HOOK RD. WATER STORAGE TANK, part of the Northwest Quarter of Section 30, Township 47 North, Range 31 West, in Jackson County, Missouri, lying 7.50 feet on each side of the following described centerline:

COMMENCING at the Northwest Corner of said Section 30 (Found 3" Aluminum Cap with Section 30 Stamp); thence along the West line of said Section 30, South 02°18'54" West, a distance of 276.02 feet; thence leaving said West line, South 87°41'06" East, a distance of 1292.36 feet; thence South 47°13'13" East, a distance of 19.48 feet to the POINT OF BEGINNING of said centerline; thence North 33°23'34" East, a distance of 112.80 feet; thence North 00°00'00" East, a distance of 143.44 feet to the South line of an existing 10 foot Utility Easement described in Document Number 2003I0074328 and to the POINT OF TERMINATION.