

## **Fiscal Year 2025**

### **Warrant Article 25**

#### **Ratification of Lease Agreement between the Board of Selectmen and Cellco Partnership d/b/a Verizon Wireless**

Shall the Town of Hudson vote, pursuant to RSA 41:11-a, to ratify a Lease Agreement between the Board of Selectmen and Cellco Partnership d/b/a Verizon Wireless (“Verizon”) according to which Verizon will be leasing a portion of the South Water Tank property located at 12 Groves Farm Road (Tax Map 235-012-001) for communications equipment. The initial term of the lease shall be five (5) years, and may be extended for four (4) additional five (5) year terms (total 25 years). Rental payments during the first year of the lease shall be \$28,800.00, and thereafter increase by 2% annually. Copies of the full text of the Lease Agreement are available at the Town Clerk’s office.

No tax rate impact.

Recommended by the Board of Selectmen 4-0

## LEASE AGREEMENT

This Lease Agreement (the "Lease" or "Agreement") made this \_\_\_\_ day of \_\_\_\_\_, 2024, between the TOWN OF HUDSON, with its mailing address at 12 School Street, Hudson, New Hampshire 03051, hereinafter designated LESSOR, and CELLCO PARTNERSHIP d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

### WITNESSETH

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

1. **PREMISES.** LESSOR is the owner of certain real property located at 12 Groves Farm Road, Hudson, Hillsborough County, New Hampshire, and shown on the tax map of the Town of Hudson as Parcel No. 235-012-001 with a water tower ("Tower") and improvements thereon (the Tower, the improvements, and such real property are hereinafter collectively referred to as the "Property"). LESSOR hereby leases to LESSEE approximately 240 square feet at the Property for communications equipment, which space is shown on Exhibit "A" attached hereto and made a part hereof ("Equipment Space"), together with that certain space on the Tower for antennas and other improvements, which space is generally depicted on Exhibit "A" attached hereto and made a part hereof ("Antenna Space"), and that area where LESSEE's conduit, wires, cables, cable trays and other necessary connections (hereinafter collectively referred to as "Cabling Space") are located to connect LESSEE's equipment in the Equipment Space and antennas and related equipment on the Antenna Space to any currently existing electrical and communication utility sources at the Property, together with the non-exclusive right of ingress and egress from a public right-of-way, during regular business hours, 8:00 a.m. – 4:30 p.m. Monday through Friday, except in cases on an emergency, over the Property to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of LESSEE's communications facility, which right of way includes a portion of Parcel 235-011-000 over which LESSOR has an easement dated August 16, 2016 and recorded in the Office of the Hillsborough County Registry of Deeds in Book 7726, Page 864; provided that LESSEE has provided its own determination that LESSEE's use of the easement is within the permissible scope of the easement. LESSOR makes no such representation. LESSOR shall provide two (2) sets of keys in order to provide such access. The Equipment Space, Antenna Space and Cabling Space are hereinafter collectively referred to as the "Premises" and are as generally shown on Exhibit "A" attached hereto and made a part hereof. In connection with electric, gas and telephone utility sources located on the Property that LESSEE requires for its installation, LESSOR agrees to grant the local utility provider the right to install its equipment or other improvements on, over and/or under the Property necessary for LESSEE to operate its communications facility, and LESSOR shall cooperate in connection therewith, including without limitation, executing any documents, permitting any testing and performing any work such utility provider requires in connection with same.

In addition to the foregoing, LESSOR grants LESSEE a temporary license during the construction, repair, reconstruction and/or removal of the Antenna Facilities to enter onto portions of the Property outside the Premises in connection with the performance of such work, provided, however, that LESSEE shall not block or interfere with LESSOR's use of the Property and/or operation of its business on the Property, LESSEE shall minimize its encroachment outside the Premises to the minimum extent reasonably required for LESSEE's work and such temporary license shall expire upon LESSEE's completion of its work.

2. DELIVERY. LESSOR shall deliver the Premises to LESSEE on the Commencement Date, as hereinafter defined, in a condition ready for LESSEE's construction of its improvements and clean and free of debris.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the initial term shall be for five (5) years and shall commence on the first (1st) day of the month following the date LESSEE receives a building permit for the installation of its communications equipment at the Premises from the governmental agency charged with issuing such permits in the jurisdiction in which the Property is located ("Commencement Date"), at which time rental payments for first year of the initial term will be due at a total annual rental of \$28,800.00 and the annual rental for second and each subsequent year shall be equal to 102% of the annual rental payable during the immediately preceding year. All rental due under this Agreement shall be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at the address above, or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least sixty (60) days in advance of any rental payment date in accordance with Paragraph 23 herein. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE. LESSOR and LESSEE acknowledge and agree that initial rental payments may not actually be sent by LESSEE until sixty (60) days after the Commencement Date. The initial term and any extensions shall be collectively referred to herein as the "Term".

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 23. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement,

any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSOR shall, at all times during the Term, provide electrical and communication service access within the Premises as such may exist as of the Effective Date of this Agreement. In connection with furnishing such utilities to the Premises for LESSEE's facility, LESSOR shall permit any testing that such utility provider requires and perform any work resulting from such testing, subject to LESSOR's prior approval, which approval shall not be unreasonably withheld, delayed or conditioned. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install a direct meter at the Premises for the measurement of electrical utilities used by LESSEE's installation. In the alternative, LESSEE shall furnish and install a sub-meter at the Premises for the measurement of electric usage used by LESSEE's installation. In the event of such sub-meter, LESSEE shall pay LESSOR as reimbursement for its own power consumption used at the rates charged to LESSOR by the public utility companies thirty (30) days after receipt of an invoice and supporting documentation from LESSOR indicating the actual usage amount and rates. In the event LESSOR shall not submit any documentation within thirty (30) days of end of each quarter, LESSOR shall not be entitled to any reimbursement. LESSOR shall submit such monthly invoices and supporting documentation for payment of such electrical and gas charges to LESSEE at the following address: Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375, e-mailed to [livebills@engieinsight.com](mailto:livebills@engieinsight.com), (the contact telephone number for Ecova is 866-322-4547), or to such other address as LESSEE may direct by notice from time to time. Notwithstanding anything stated herein, in the event that LESSEE has installed a submeter for the measurement of electric and any other utilities provided to the Premises, LESSEE shall have the right to cause its meter reading company, Power Design & Supply Co. or any other meter reading company selected by LESSEE, to remotely read the meter and send LESSEE monthly invoices for LESSEE's electric usage to Verizon Wireless, Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375, e-mailed to [livebills@engieinsight.com](mailto:livebills@engieinsight.com), or to such other address as LESSEE may change from time to time, in connection with same. The monthly invoices shall be calculated as follows: actual monthly electricity used by LESSEE at the Premises times the then current building rate established by the applicable utility company equivalent thereto, or if such rate is no longer utilized, then such other similar rate as may be established by the utility. Within thirty (30) days after LESSEE's receipt of the monthly invoice from the meter reading company, LESSEE shall pay such amount to LESSOR as reimbursement for LESSEE's utility usage and LESSEE shall provide LESSOR with a copy of the meter reading company's invoice. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then-current term by giving LESSOR written notice of the intent to terminate at least thirty (30) days prior to the end of the then current term.

5. RENTAL INCREASES. As provided hereinbefore in Paragraph 3(a), the annual rental for the second and each subsequent year of this Agreement throughout the Term hereof shall be equal to 102% of the annual rental payable during the immediately preceding year such increases to take effect on the first and each subsequent anniversary of the Commencement Date.

6. INTENTIONALLY OMITTED.

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

8. MAINTENANCE.

a. During the Term, LESSEE will maintain the non-structural portions of the Premises in good condition, reasonable wear and tear and casualty damage excepted, but excluding

any items which are the responsibility of LESSOR pursuant to Paragraph 8.b below.

b. During the Term, LESSOR shall maintain, in good operating condition and repair, the structural elements of the Tower and the Premises.

9. **INDEMNIFICATION.** Subject to Paragraph 10, LESSEE shall indemnify and hold LESSOR harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim covered by this indemnification; provided that any failure of the indemnified Party to provide any such notice, or to provide it promptly, shall not relieve the indemnifying Party from its indemnification obligation in respect of such claim, except to the extent the indemnifying Party can establish actual prejudice and direct damages as a result thereof. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party.

10. **INSURANCE.** LESSEE agrees to maintain during the Term of this Agreement the following insurance policies:

a. Commercial general liability in the amount of \$2,000,000.00 per occurrence for bodily injury and property damage and \$4,000,000.00 in the annual aggregate. LESSOR shall be included as an additional insured as its interest may appear under this Agreement on the LESSEE's insurance policy.

"All-Risk" property insurance on a replacement cost basis insuring LESSOR's property with no coinsurance requirement.

11. **LIMITATION OF LIABILITY.** Except for indemnification pursuant to Paragraphs 9 and 29, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. **INTENTIONALLY OMITTED.**

13. **INTERFERENCE.** LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR, now existing or hereinafter installed, or other lessees of the Property which existed on the Property prior to the date this Agreement is executed

by the Parties. In the event any of LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE'S option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that any other tenants of the Property who in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to its equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. LESSEE shall, within ninety (90) days after the expiration or earlier termination of the Agreement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 33 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of its equipment, conduits, fixtures and all personal property are completed. Any claims relating to the condition of the Premises must be presented by LESSOR in writing to LESSEE within thirty (30) days after the termination or expiration of this Lease or LESSOR shall be deemed to have irrevocably waived any and all such claims.

15. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 14 and this Paragraph 15, then LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

16. LIMITED RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Premises or portion thereof to such third person in accordance with the terms and conditions of such third-party offer.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

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

19. TITLE. LESSOR represents and warrants as of the date hereof and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property, has full authority to enter into and execute this Agreement without any other party's approval, and has taken all necessary action under its by-laws or other relevant documentation to approve this Agreement and has authorized the signatories to sign same. LESSOR further represents, covenants and warrants that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions or violations (including, without limitation, electrical violations) which prevent or impede the use of the Property by the LESSEE as set forth above. Furthermore, the Property is not designated a landmark building or in a landmark district and has never been used or permitted to be used for the generation, storage or transfer of or other activity related to any pollutants or hazardous or toxic substances, materials or wastes (collectively, the "Hazardous Materials"), and has never been on any list of a governmental authority requiring clean-up or closure because of contamination by any Hazardous Materials.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

21. GOVERNING LAW; VENUE. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of New Hampshire. Any disputes shall be submitted to the exclusive jurisdiction of the State of New Hampshire Hillsborough County Superior Court Southern Judicial District.



22. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement 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 or any entity which is the successor to LESSEE by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSOR or LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder.

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

LESSOR: TOWN OF HUDSON  
12 School Street  
Hudson, New Hampshire 03051

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

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

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

25. NO MORTGAGE. LESSOR represents that there is no mortgage encumbering the Property as of the date of this Agreement.

26. INTENTIONALLY OMITTED.

27. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have

fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph.

28. REMEDIES. Upon a default beyond all applicable notice and cure periods, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default beyond all applicable notice and cure periods, by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may pursue any remedy now or hereafter available to the non-defaulting Party under the laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR and LESSEE shall use reasonable efforts to mitigate its damages in connection with an uncured default .

29. INTENTIONALLY OMITTED

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

31. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority

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

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

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

34. MISCELLANEOUS. The parties acknowledge that each has had an opportunity to review and negotiate this Lease and have executed this Lease only after such review and negotiation. The parties further agree that this Lease shall be deemed to have been drafted by both LESSOR and LESSEE and the terms and conditions contained herein shall not be construed any more strictly against one party or the other.

35. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally,

any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

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

37. INTENTIONALLY OMITTED.

38. ELECTRONIC SIGNATURES. This Agreement may be executed and delivered by means of (a) one (1) or more signatures transmitted and delivered by e-mail or electronic signature, each of which shall be deemed original signatures duly delivered for the purposes hereof and by which the Parties agree to be bound; and/or (b) separately executed counterparts. Each counterpart of this Agreement, when taken with an original (or deemed original) executed signature page for each and every signatory hereto, shall be deemed a fully executed and complete original counterpart of this Agreement.

39. INTENTIONALLY OMITTED.

40. TAXES. In accordance with the requirements of RSA § 72:23, I (b), the LESSEE and any other entity now or hereafter using or occupying the Property and Premises pursuant to this Agreement shall be responsible for the payment of, and shall pay, all properly assessed real and personal property taxes no later than the due date. The Parties acknowledge and agree that failure of the LESSEE to pay duly assessed personal and real property taxes when due shall be cause to terminate said lease or agreement by the LESSOR.

Furthermore, in accordance with the requirements of RSA § 72:23, I (b), the LESSEE and any other entity using and/or occupying the Property and Premises pursuant to this Agreement shall be obligated to pay real and personal property taxes on structures or improvements added by the LESSEE or any other entity occupying the Property pursuant to this Agreement.

If the effective date of this Agreement is after April 1 of a given tax year, taxes for the Property and Premises will be prorated for the tax year during which the parties entered into this Agreement.

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

**LESSOR:**  
TOWN OF HUDSON

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

Authorized Signatory

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**LESSEE:**  
CELLCO PARTNERSHIP  
d/b/a Verizon Wireless

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**EXHIBIT "A"**

HUDSON 3 NH

LEASE EXHIBIT

B	05/21/73	FOR SUBMITAL						
A	05/21/73	FOR COMMENT						

Dewberry

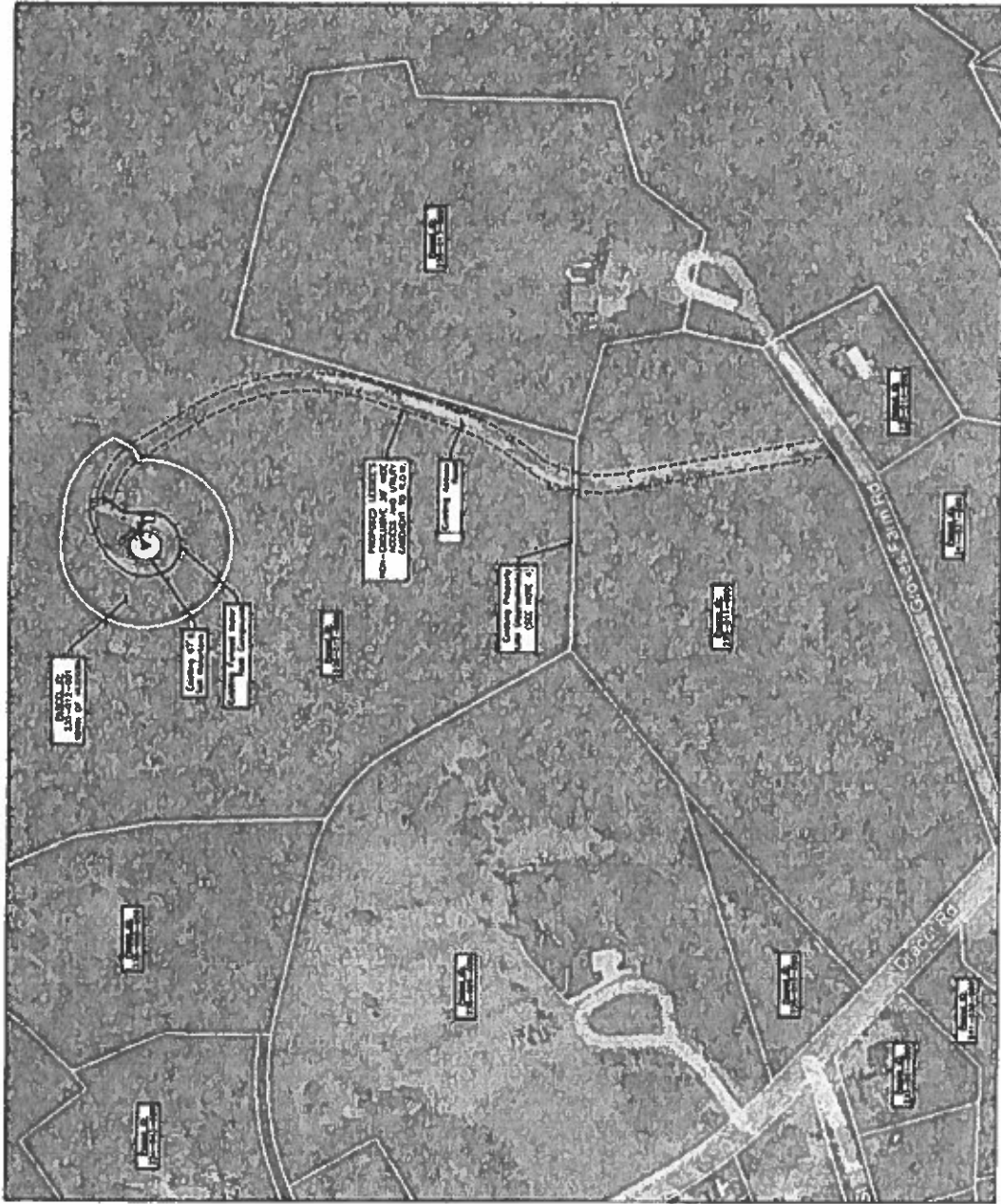
Dewberry Engineers, Inc.  
100 Middle Street  
Boston, MA 02116  
Tel: 617-267-3300  
Fax: 617-267-3300

PROJECT NO.	699369
PROJECT NAME	12 GROVES FARM RD HUDSON, NH 030511
PROJECT NUMBER	10121007
PROJECT ADDRESS	12 GROVES FARM RD HUDSON, NH 030511

12 GROVES FARM RD  
HUDSON, NH 030511

EASEMENT PLAN

LE-1



EASEMENT PLAN  
SCALE: 1" = 100' FOR 31'-0"

- NOTES:**
- 1. PROPERTY LOCATIONS AND DIMENSIONS ARE FOR LEASE ONLY.
  - 2. THIS DRAWING IS NOT A LEGAL INSTRUMENT.
  - 3. ALL DIMENSIONS ARE TO BE VERIFIED BY THE APPLICANT AND CANNOT BE GUARANTEED BY THE ENGINEER.
  - 4. THIS DRAWING IS FOR INFORMATION ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSES.
  - 5. THE ENGINEER HAS NO LIABILITY FOR ANY DAMAGE TO PROPERTY OR PERSONS ARISING FROM THE USE OF THIS DRAWING.



HUDSON 3 NH

LEASE EXHIBIT

0 08/23/23 FOR SUBMITTAL  
A 05/23/23 FOR COMMENT

**Dewberry**

Dewberry Engineers Inc.  
20000 Highway 101  
Suite 100  
Hudson, NH 03051  
Tel: 603.888.1100  
Fax: 603.888.1101

DATE: 05/23/23  
REVISED BY: [blank]  
CHECKED BY: [blank]  
PROJECT NUMBER: 20121487  
JOB NUMBER: 20121487  
SITE LOCATION CODE: [blank]

699369

SITE ADDRESS

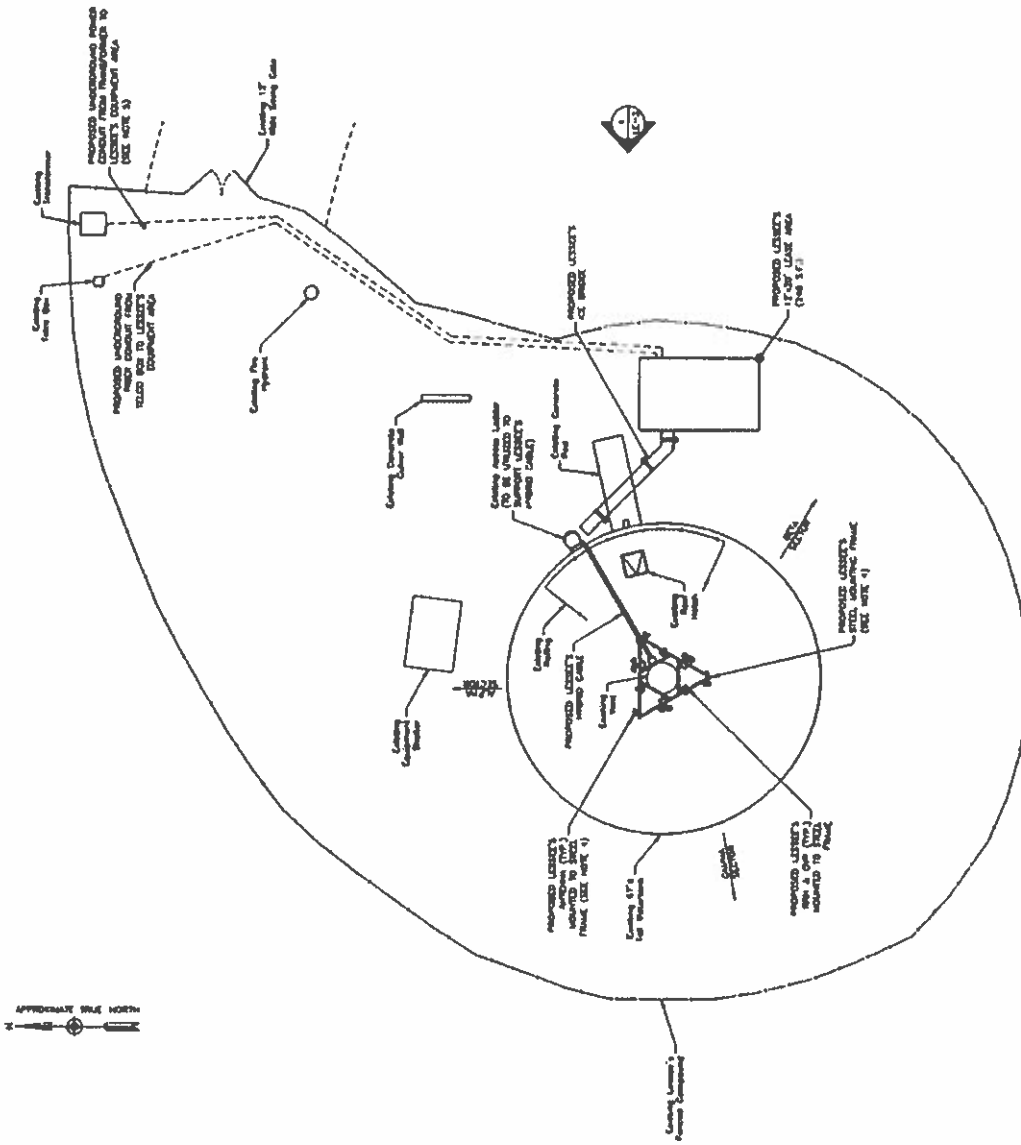
12 GROVES FARM RD  
HUDSON, NH 03051

SHEET TITLE

SITE PLAN

SHEET NUMBER

LE-2



APPROXIMATE TRUE NORTH

SITE PLAN  
SCALE: 1" = 100'  
1  
0 10 20

- NOTES:
1. PROPOSED UNDERGROUND POWER CONDUIT FROM TRANSFORMER TO DISTRIBUTION AND...
  2. EXISTING 15"...
  3. EXISTING 15"...
  4. EXISTING 15"...
  5. EXISTING 15"...



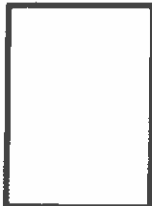
HUDSON 3 NH

LEASE EXHIBIT

D	05/23/73	FOR SUBMITTAL
A	05/23/73	FOR COMMENT



Dowberry Engineers Inc.  
1205 North Street  
Warren, Rhode Island  
02890  
Tel: (401) 261-8100



DRAWN BY:	ES
DESIGNED BY:	WT
CHECKED BY:	BR
PROJECT NUMBER:	80721947
JOB NUMBER:	5016485
SITE LOCATION CODE:	

699369

SITE ADDRESS

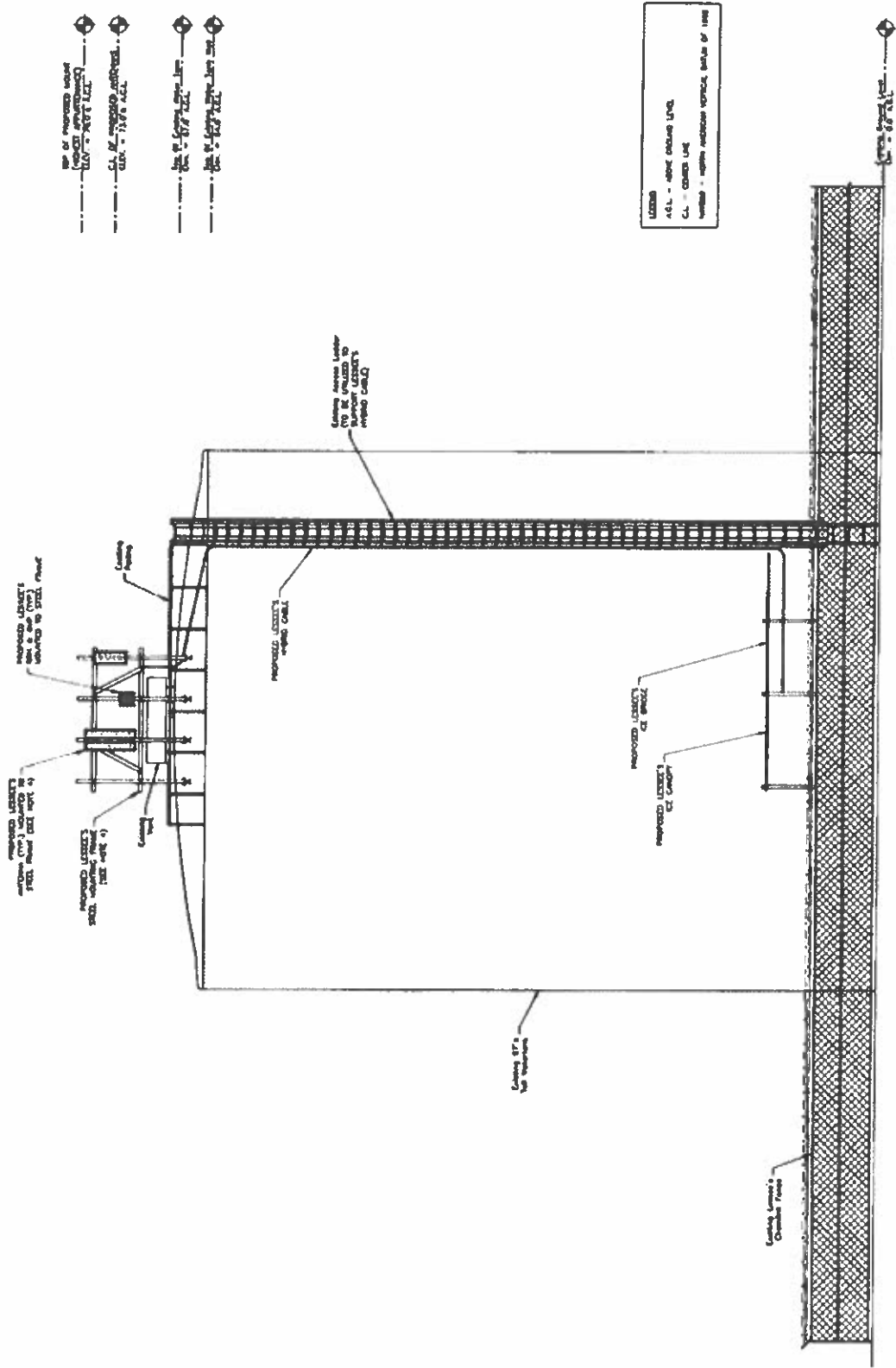
12 GROVES FARM RD  
HUDSON, NH 030511

SHEET TITLE

CONCEPTUAL ELEVATION

SHEET NUMBER

LE 3



PROPOSED LOCKETS  
SHOULDER (TOP) LOCATED IN  
FULL HEIGHT CEEL (REF. 1)

PROPOSED LOCKETS  
SHOULDER (TOP) LOCATED IN  
FULL HEIGHT CEEL (REF. 1)

PROPOSED LOCKETS  
SHOULDER (TOP) LOCATED IN  
FULL HEIGHT CEEL (REF. 1)

PROPOSED LOCKETS  
SHOULDER (TOP) LOCATED IN  
FULL HEIGHT CEEL (REF. 1)

EXISTING LOCKETS CE BRACE

EXISTING LOCKETS CE GIRDERS

PROPOSED LOCKETS CE BRACE

PROPOSED LOCKETS CE GIRDERS

EXISTING LOCKETS CE BRACE

EXISTING LOCKETS CE GIRDERS

EXISTING 4\"/>

- PROPOSED VERTICAL CURVE VERTICALLY ALIGNED ---
- CL. OF PROPOSED VERTICAL CURVE ---
- PROPOSED VERTICAL CURVE ---
- CL. OF PROPOSED VERTICAL CURVE ---

**LEGEND**  
 A.C.L. - ABOVE CURVE LINE  
 C.L. - CENTER LINE  
 VERTICAL - VERTICAL VERTICAL VERTICAL

**CONCEPTUAL ELEVATION**  
 SCALE: 1/4" = 1'-0" FOR 11'-0" TALL  
 1/4" = 1'-0" FOR 12'-0" TALL

- NOTES**
- PROPOSED LOCKETS ARE CONCEPTUAL AND FOR LEASE ONLY PURPOSES ONLY.
  - EXISTING LOCKETS ARE FOR REFERENCE ONLY AND SHOULD NOT BE USED FOR CONSTRUCTION.
  - CONSTRUCTION SHALL BE SUBJECT TO APPROVAL BY THE CONTRACTOR.
  - LOCKETS AND BRACES SHALL BE INSTALLED IN ACCORDANCE WITH THE SPECIFICATIONS AND THE CONTRACT DOCUMENTS.