

CORDRY-SWEETWATER CONSERVANCY DISTRICT

RESOLUTION NO. 2010- 8

201000003195
Filed for Record in
BROWN COUNTY, IN
SANDY CAIN, COUNTY RECORDER
10-29-2010 At 10:51 am.
RESOLUTION .00
DR Book 161 Page 1341 - 1360

**RESOLUTION AUTHORIZING EXECUTION OF LAND LEASE AGREEMENT WITH
SOUTHERN INDIANA RSA LIMITED PARTNERSHIP d/b/a VERIZON WIRELESS**

WHEREAS, the Cordry-Sweetwater Conservancy District is an Indiana Conservancy District organized pursuant to I.C.14-33; and,

WHEREAS, Southern Indiana RSA Limited Partnership d/b/a Verizon Wireless is a provider of commercial mobile service (as defined in 47 U.S.C. 332); and,

WHEREAS, Senate Enrolled Act No. 110 was enacted at the second regular session of the 116th Indiana General Assembly of 2010 and subsequently signed into law by the Governor of the State of Indiana, said Act having an effective date of July 1, 2010; and,

WHEREAS, Senate Enrolled Act No. 110 authorizes the Board of Directors of an Indiana Conservancy District to lease land to a provider of commercial mobile service (as defined in 47 U.S.C. 332) to allow for the construction, use and maintenance of a tower that is used for telecommunication purposes; and,

WHEREAS, Southern Indiana RSA Limited Partnership d/b/a Verizon Wireless has requested that the Cordry-Sweetwater Conservancy District lease a portion of the Conservancy District's real estate to Southern Indiana RSA Limited Partnership d/b/a Verizon Wireless for the purposes of constructing, using, and maintaining a tower to be used for telecommunication purposes. The real estate to be leased is as described in EXHIBIT "A" attached to this Resolution; and,




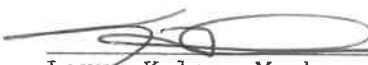
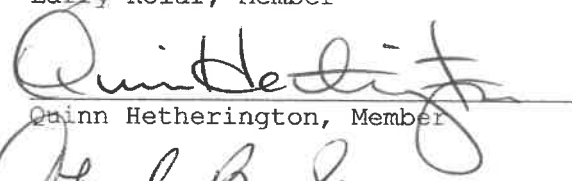

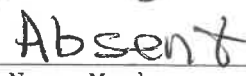
WHEREAS, the Board of Directors of the Cordry-Sweetwater Conservancy District has examined the proposed Land Lease Agreement to be entered into between the Cordry-Sweetwater Conservancy District as Lessor and Southern Indiana RSA Limited Partnership d/b/a Verizon Wireless as Lessee, and finds said Lease to be in proper form, and further, that the terms and conditions of said Lease are reasonable and confer substantial benefits to the freeholders of the Cordry-Sweetwater Conservancy District.

NOW BE IT THEREFORE RESOLVED by the Cordry-Sweetwater Conservancy District that:

1. The Land Lease Agreement to be entered into between the Cordry-Sweetwater Conservancy District as Lessor and the Southern Indiana RSA Limited Partnership d/b/a Verizon Wireless as Lessee, as set forth in EXHIBIT "B", should in all respects be approved.
2. The President of the Cordry-Sweetwater Conservancy District is authorized and empowered to execute said Lease on behalf of the Cordry-Sweetwater Conservancy District.
3. The effective date of this Resolution shall be July 1, 2010.

Adopted this 28th day of June, 2010.

CORDRY-SWEETWATER CONSERVANCY
DISTRICT BOARD OF DIRECTORS

	<u>Aye</u>	<u>Nay</u>
 Jerry Fenwick, Chairman	✓	—
 Thomas Dziennick, Vice Chairman	✗	—
 David Moebs, Secretary	✓	—
 Larry Kolar, Member	✗	—
 Quinn Hetherington, Member	✓	—
 Cheryl Boyle, Member	✗	—
 Norman Noe, Member	—	—

ATTEST:


David Moebs, Secretary

REVISIONS			<p>CELLULAR TOWER SITE SURVEY</p> <p>PREPARED FOR: Southern Indiana NSA Limited Partnership d/b/a Verizon Wireless</p> <p>SITE NAME: SWEET WATER LAKE SITE I.D.:</p> <p>LOCATED IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 10 NORTH, RANGE 4 EAST HAMILTON TOWNSHIP, FRANKLIN COUNTY, INDIANA</p>	<p style="text-align: center;">Southern Indiana NSA Limited Partnership d/b/a</p> <p style="text-align: center;">verizon wireless</p>	<p style="text-align: center;">DRAWN TNU</p> <p style="text-align: center;">CHECKED TCC</p>	<p style="text-align: center;">DATE 07/27/2009</p>	<p style="text-align: center;">PROJECT NO. 20080168</p>
REV NO	DATE	DESCRIPTION					
1	DESIGN	POWER AGREEMENT					

SITE NAME: SWEETWATER LAKE
PROJECT SITE NUMBER: 2009360974
ATTY/DATE: RLB 06172010

EXHIBIT "B"

LAND LEASE AGREEMENT

This Agreement, made this _____ day of _____, 20____ between Cordry Sweetwater Conservancy District, with its principal offices located at 8377 Cordry Drive, Nineveh, Indiana 46164, hereinafter designated LESSOR and Southern Indiana RSA Limited Partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. **PREMISES.** LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located on Centerlake Road, Nineveh, Brown County, Indiana, and being described as a 75' by 75' parcel containing five thousand six hundred twenty five (5,625) square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a thirty (30') foot wide right-of-way extending from the nearest public right-of-way, Sunset Drive, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. The Property is also shown on the Tax Map of the Brown County as Parcel 07-01-08-300-120.186-001 and is further described in Deed Book 102 at Page 275-276 as recorded in the Office of the Brown County Recorder.

In the event any public utility is unable to use the Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

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

3. **TERM; RENTAL.**

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Fifteen Thousand Four Hundred and no/100 Dollars (\$15,000.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. The Agreement shall commence based upon the date

LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

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

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

4. EXTENSIONS. This Agreement shall automatically be extended for five (5) 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 six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental for the first (1st) five (5) year extension term shall be increased to Sixteen Thousand Eight Hundred Eighty and no/100 Dollars (\$16,880.00); the annual rental for the second (2nd) five (5) year extension term shall be increased to Eighteen Thousand Nine Hundred Ninety and no/100 Dollars (\$18,990.00); the annual rental for the third (3rd) five (5) year extension term shall be increased to Twenty One Thousand Three Hundred Sixty and no/100 Dollars (\$21,360.00); the annual rental for the fourth (4th) five (5) year extension term shall be increased to Twenty Four Thousand and Thirty and no/100 Dollars (\$24,030.00); and the annual rental for the fifth (5th) five (5) year extension term shall be increased to Twenty Seven Thousand and Thirty and no/100 Dollars (\$27,030.00).

6. ADDITIONAL EXTENSIONS. If at the end of the fifth (5th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".

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

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or

partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). 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 satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the 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.

10. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

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. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

13. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then

existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except footings), 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 the building, antenna structure, fixtures and all personal property are completed.

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 the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

16. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the 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 of sale or transfer on the same terms and conditions of such 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 Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

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 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 Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. 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 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 to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no 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 which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

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 or in a written acknowledgment in the case provided in Paragraph 3. 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. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties,

this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto. If LESSEE subleases any portion of the ground space located in Leased Premises, LESSEE shall pay LESSOR an additional Six Thousand Dollars annually (\$6,000) in equal monthly installments due and payable at the same time as the monthly rental payments described in Paragraph 3(a) hereto. These funds shall be considered additional rent to LESSOR with the first payment being made to LESSOR within thirty (30) days of the receipt of the first payment from a new sublessee. LESSOR shall be entitled to additional rent of Six Thousand Dollars (\$6,000) annually (in equal monthly installments) for each sublessee who leases ground space from the LESSEE on the Leased Premises.

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: Cordry Sweetwater Conservation District
8377 Cordry Drive
Nineveh, Indiana 46164
Attn: Infrastructure Manager

LESSEE: Southern Indiana RSA Limited 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. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain prior to the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage,

deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

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

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. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) 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 five (5) day period and thereafter diligently pursued to completion.

28. REMEDIES. Upon a default, 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 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 terminate the Agreement and/or 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 shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

29. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any

way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

30. CASUALTY. In the event of damage by fire or other casualty to the 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 Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment

as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

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 in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

34. 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.

35. 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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]
[SIGNATURES TO IMMEDIATELY FOLLOW.]

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

LESSOR:

Cordry Sweetwater Conservation District

By: _____

Its: _____

Date: _____

WITNESS

LESSEE:

**Southern Indiana RSA Limited
Partnership d/b/a Verizon Wireless**

**By GTE Wireless of the Midwest
Incorporated, Its General Partner**

By: _____
Beth Ann Drohan

Its: Area Vice President Network

Date: _____

WITNESS

Exhibit "A"

(Sketch of Premises within Property)

NOTE: Denoted location of Center of Tower represents an approximate location of the tower's location within the Lease Area. The approximate location represented on this drawing is not necessarily a final location.



Exhibit B
Survey

NOTE: Denoted location of Center of Tower represents an approximate location of the tower's location within the Lease Area. The approximate location represented on this drawing is not necessarily a final location.

(copied from US640 Record 102, pages 275-278 in the Office of the Recorder of Elkhorn County, Indiana)

subject to any other easements, rights, or rights of way of record affecting said real estate.

Part of the Southwest Quarter of Section 17, Township 10 North, Range 4 East, Hamblen Township, Brown County, Indiana, being also a part of the Southeast Quarter of Section 102, Township 10 North, Range 4 East, Hamblen Township, Brown County, Indiana, being also a part of the Southeast Quarter of Section 102, Township 10 North, Range 4 East, Hamblen Township, Brown County, Indiana, more particularly described as follows:

Commencing at a southeasterly corner of said patent tract which is the Southernmost corner thereof situated on the Eastern right-of-way line at Sunset Drive (formerly Route 2), east corner being also common to real estate adjacent to the South of said patent tract, described in Deed Record 121, pages 448-456 in the Office of the Recorder of Bureau County, thence North 12 degrees 40 minutes 00 seconds East (bearing based on Grid North) on the Eastern right-of-way line of Sunset Drive and the Western line of said Patent tract, a distance of 744 feet; thence south 90 degrees 00 minutes 00 seconds East on said Eastern right-of-way line of Sunset Drive, a distance of 50.07 feet; thence North 48 degrees 58 minutes 23 seconds East on said Eastern right-of-way line of Sunset Drive, a distance of 102.67 feet; thence North 48 degrees 58 minutes 23 seconds East on said Eastern right-of-way line of Sunset Drive, a distance of 102.67 feet; thence North 35 degrees 20 minutes 00 seconds East 208.43 feet; thence North 12 degrees 20 minutes 46 seconds East 64.00 feet; thence North 80 degrees 00 minutes 00 seconds East 35.00 feet; to the POINT OF BEGINNING; thence south 90 degrees 00 minutes 00 seconds East 45.00 feet; thence North 80 degrees 00 minutes 00 seconds East 75.00 feet; thence South 90 degrees 00 minutes 00 seconds West 75.00 feet; thence South 90 degrees 00 minutes 00 seconds West 75.00 feet; thence North 00 degrees 00 minutes 00 seconds East 75.00 feet; thence South 90 degrees 00 minutes 00 seconds West 75.00 feet; to the Point of Beginning, containing 5.625 square feet, or 0.129 ac more or less and subject to easements and right-of-way of road.

of the above-mentioned tract, containing 10 acres, Range 4 East, Township 10 North, Range 10 West, Brown County, Indiana, being also a part of the tract described in Deed Record 102, pages 275-278 (hereinafter referred to as "parent tract") in the Office of the Recorder of Brown County, Indiana, more particularly described as follows:

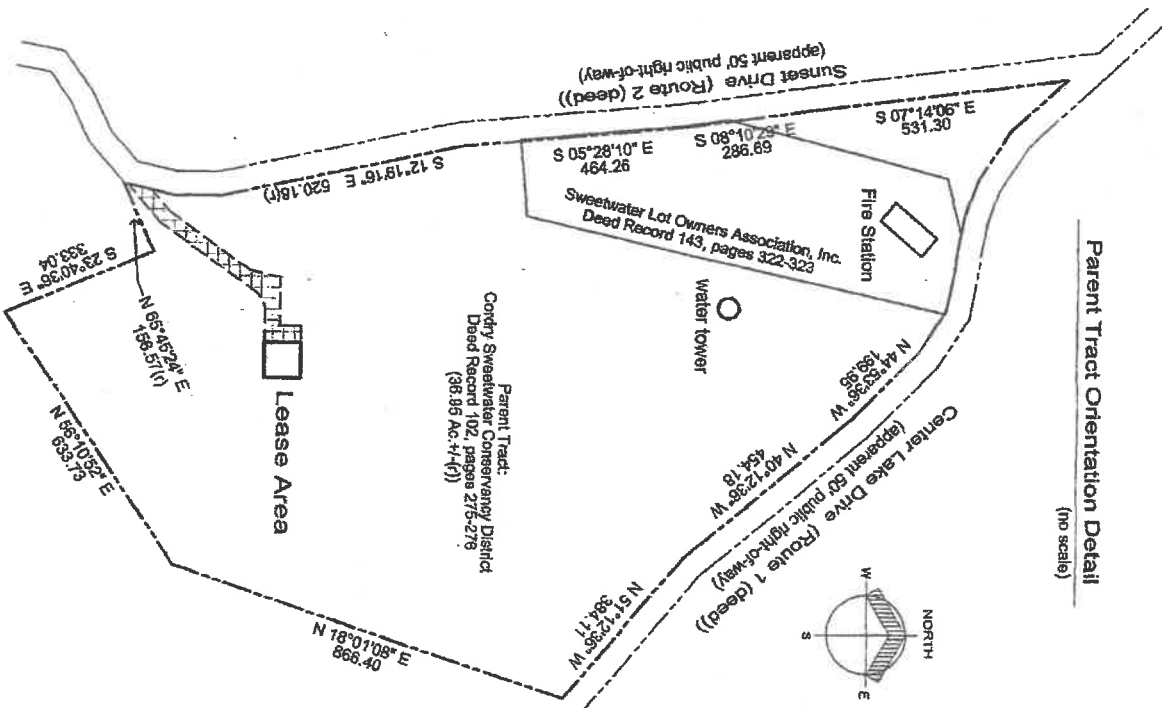
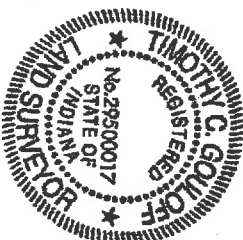
commencing at a solid, stationary corner of said parent tract which is the Southerly most corner thereof that lies on the Easleary right-of-way line of Sunset Drive (formerly Route 2), said corner being said tract common to said estate adjacent to the South of said parent tract, described in Deed Record 1921, pages 465-469 in the Office of the Recorder of Brown County; thence North 12 degrees 40 minutes 05 seconds East (bearing based on "Grid North") on the Easleary right-of-way line of Sunset Drive and the Western line of said parent tract, a distance of 7.34 feet to the POINT OF BEGINNING; thence continuing North 12 degrees 40 minutes 05 seconds East on said Easleary right-of-way line and the Western line of said parent tract, a distance of 50.67 feet; thence North 48 degrees 26 minutes 45 seconds East on said Easleary right-of-way line and the Western line of said parent tract, a distance of 50.67 feet; thence North 12 degrees 26 minutes 45 seconds East 23 seconds East 61.27 feet; thence North 35 degrees 00 minutes 08 seconds East 208.43 feet; thence North 12 degrees 26 minutes 45 seconds East 23 seconds East 61.27 feet; thence North 35 degrees 00 minutes 08 seconds East 102.57 feet; thence North 00 degrees 00 minutes 00 seconds East 46.00 feet; thence North 80 degrees 00 minutes 00 seconds East 30.00 feet; thence South 00 degrees 00 minutes 00 seconds East 75.00 feet; thence South 80 degrees 00 minutes 00 seconds West 85.86 feet; thence on a tangent curve to the left, having a radius of 60.00 feet, a length of 41.70 feet and a chord of 46.61 feet, said bearing South 82 degrees 40 minutes 04 seconds West; thence South 35 degrees 20 minutes 04 seconds West 247.23 feet; thence, North 48 degrees 26 minutes 45 seconds West 105.89 feet to the Point of Beginning, containing 16,488 square feet, more or less and subject to easements and rights-of-way (1 record).

I, TIMOTHY G. GLOFF, HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED UNDER THE LAWS OF THE STATE OF INDIANA, AND THAT THE INFORMATION SHOWN HEREON IS TRUE AND ACCURATE TO THE BEST OF MY INFORMATION, KNOWLEDGE AND BELIEF.

CERTIFIED THIS 27th DAY OF JULY, 2009.

REVISED THIS 26th DAY OF AUGUST, 2009.

TIMOTHY C. GOULOFF, L.S. (29500017)



ADVANCE		
REV NO.	DATE	DESCRIPTION
1	05/05/99	REVERSE ASSESSMENT

CELLULAR TOWER SITE SURVEY
PREPARED FOR: Southern Indiana NSA
United Partnership d/b/a Verizon Wireless
SITE NAME: SWAMPY WATER LAKE
SITE I.D.:
 LOCATED IN THE SOUTHWEST QUARTER OF
 SECTION 12, TOWNSHIP 18 NORTH, RANGE 4 EAST
 HANDEL TOWNSHIP, INDIANA GOVT. ACRES

GOULOFF - JORDAN
SURVEYING AND DESIGN, INC.
1133 BROADWAY FORT WAYNE, IN 46802
PH (260) 624-5342 FAX (260) 624-4914

**Southern Indiana RRA
Limited Partnership d/b/a**
verizon
wireless

20090168	QANTO	07/27/2009	BRADLEY
----------	-------	------------	---------

CORDRY SWEETWATER CONSERVANCY DISTRICT

8377 Cordry Drive
Nineveh, IN 46164
317-933-2893
CAUSE NO. 4213

201000003528
Filed for Record in
BROWN COUNTY, IN
SANDY CAIN, COUNTY RECORDER
11-24-2010 At 09:51 am.
RESOLUTION .00
OR Book 162 Page 1220 - 1220

Resolution No. 2010-10

Setting Location of the 2011 Annual Meeting

WHEREAS, the Indiana Conservancy Act (Indiana Code 14-33) requires a board resolution to establish the location of the Annual Meeting when the Annual Meeting is not held at the office of the district;

AND WHEREAS, the Board of Directors of the Cordry Sweetwater Conservancy District wishes to hold the 2011 Annual Meeting of the district at the CSLOA Clubhouse within the district;

NOW THEREFORE, BE IT RESOLVED, that the Cordry Sweetwater Conservancy District election for the Board of Directors of the district to fill seats for District Areas 3 and 7 is to be held at the CSLOA Clubhouse within the district on Saturday, January 8, 2011, from 11:30 AM to 12:30 PM. The Annual Meeting of the district will follow at the same location at 1:00 PM.

APPROVED this 16th day of November, 2010, at Nineveh, IN:


Jerry Fenwick, Chairman

☒ Aye ☐ Nay


Quinn Hetherington

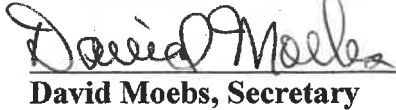
☐ Aye ☐ Nay


Larry Kolar, Vice Chairman

☒ Aye ☐ Nay


Cheryl Boyle

☐ Aye ☐ Nay


David Moebs, Secretary

☒ Aye ☐ Nay


Norman Noe

☒ Aye ☐ Nay

None _____
Open Position

☐ Aye ☐ Nay

Attest:

David Moebs, Secretary