SITE NAME: Wheatland SITE NUMBER: 20130949415 **LOCATION CODE: 275355** ATTORNEY: James M. Strong

DATE: 3/27/2015

Upon Recording, Return to:

James M. Strong, Esquire McNees Wallace & Nurick LLC 100 Pine Street P.O. Box 1166 Harrisburg, PA 17108-1166

Tax Parcel No.: 290-55156-0-0000 2200 Noll Drive East Hempfield Township

COMMONWEALTH OF PENNSYLVANIA) COUNTY OF LANCASTER

MEMORANDUM OF LAND LEASE AGREEMENT

This MEMORANDUM OF LAND LEASE AGREEMENT is made this day of , 2015, between HEMPFIELD SCHOOL DISTRICT with its principal offices located at 200 Church Street, Landisville, Pennsylvania 17538, hereinafter referred to as "LESSOR", and CELLCO PARTNERSHIP d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter referred to as "LESSEE". LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

- 1. LESSOR and LESSEE entered into a Land Lease Agreement (the "Agreement") on September 17, 2015 for an initial term of five (5) years, commencing based upon the date LESSEE commences installation of the equipment on the Premises. The Agreement shall automatically be extended for four (4) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.
- PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of 2. property (the entirety of LESSOR's property is referred to hereinafter as the Property), located at 2200 Noll Drive, East Hempfield Township, Lancaster County, Pennsylvania, and being described as a parcel containing six thousand and fifty (6,050) square feet (the

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"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 twenty (20') foot wide right-of-way extending from the nearest public right-of-way, Mayer Avenue, to the Land Space, and a twenty (20') foot wide right-of-way 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 identified as Tax Parcel No. 2905515600000 and is further described in Record Book A-82 at Page 74 and Record Book A-82, at Page 66 as recorded in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania.

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.

- 3. 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.
- 4. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

WITNESS:	LESSOR: HEMPFIELD SCHOOL DISTRICT
	By: Daniel L. Formy Title: Chief Operating Officer
WITNESS:	LESSEE: CELLCO PARTNERSHIP d/b/a Verizon Wireless
Thorse Impla	By:
	Name: David R. Heverling Title: Area Vice President Network

COMMONWEALTH OF PENNSY	
COUNTY OF Lancaster) ACKNOWLEDGMENT)
acknowledged that (s)he is the Chief DISTRICT, and that (s)he, as Chief foregoing MEMORANDUM OF I SCHOOL DISTRICT.	personally came before me this day and ef Operta Officer of HEMPFIELD SCHOOL Operta Officer, being authorized to do so, executed the LAND LEASE AGREEMENT on behalf of HEMPFIELD starial Seal, this 12 day of, 2015.
	Notary Public
My Commission Expires:	
August 12, 2017	COMMONWEALTH OF PENNSYLVANIA Notarial Seal Kathryn C. Miller, Notary Public East Hempfield Twp., Lancaster County My Commission Expires Aug. 12, 2017 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

COMMONWEALTH OF MASSACHUSETTS)
) ACKNOWLEDGMENT
COUNTY OF WORCESTER)
I. PIANL GAZZOJA a Notary Public	for said County and State, do hereby certify
that DAVID R. HEVERLING personally came b	refore me this day and colonoviladeed that he is
that DAY ID IC THE VENEZUATION PERSONALLY CAME (A Translation of the time day and acknowledged that he is
the Area Vice President Network of CELLCO PA	
that he, as Area Vice President Network, being au	thorized to do so, executed the foregoing
MEMORANDUM OF LAND LEASE AGREE	MENT on behalf of CELLCO
PARTNERSHIP d/b/a Verizon Wireless.	
TIME TO THE TOTAL OF THE TOTAL	A 1
WITNESS my hand and official Notarial S	Seal, this $\frac{1}{2}$ day of $\frac{2}{2}$ day.
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	WWW HIVOU
	Notary Public
My Commission Expires:	
	A. C. C.
1	DIANE GAZZOLA COMMONWEAU COM
/3	COMMONWE AZZOLA
	My Committee MARRA
	NOTORY PUBLIC My Commission Expires November Of

Exhibit "A"

(Sketch of Premises within Property)



