

**COMMON COUNCIL OF THE CITY OF HOBART, INDIANA**

**Resolution Number 2018-21**

**A Resolution Approving and Authorizing Execution of a Ground Lease between the City of Hobart and PI Tower Development LLC for the Demolition of the City Communications Tower and the Construction of its Replacement**

WHEREAS, the Common Council (“Council”) of the City of Hobart, Indiana (“City”), has been advised that the City of Hobart, acting by and through its Board of Public Works and Safety “Board”), issued a Request for Proposals (“RFP”) for the terms of a ground lease of the real estate adjacent to the City’s communications tower, the demolition of the tower, and its replacement by a new tower to be constructed and operated by the lessee; and

WHEREAS, by Board Resolution No. 2017-08 adopted on September 6, 2017, the Board determined that the best proposal received in response to the RFP was that submitted by Lend Lease Corporation Limited f/k/a Parallel Infrastructure and awarded the project to Lendlease Corporation Limited f/k/a Parallel Infrastructure; and

WHEREAS, the City entered into negotiations on such ground lease, and said negotiations have been completed and a proposed Ground Lease between the City and PI Tower Development LLC, an instrumentality of Lendlease Corporation, has been tentatively agreed to by the parties, subject to the approval of the Council; and

WHEREAS, said Ground Lease, which is attached to this Resolution as an Exhibit, proposes a term of five years renewable at the option of the lessee for four additional five-year terms, and calls for the demolition of the old tower and the construction of the new one, at the lessee’s expense, requires the payment of rent at the initial rate of \$1,200.00 per year, allows the City an annual royalty payment of ten percent applying to rental income received from the rent of co-location space on the new tower to communications companies mounting their equipment on the tower after the first company to do so, and allows the City to place its communication equipment on the tower at no charge; and

WHEREAS, a lease of this kind for a period longer than three years cannot take effect until its approval by the City’s fiscal body pursuant to I.C. §36-1-11-10; and

WHEREAS, the Council, being duly advised, believes that the terms of the proposed ground lease are in the best interest of the City, and desires to approve said lease and authorize its execution by the Mayor and attestation by the Clerk Treasurer through this Resolution.

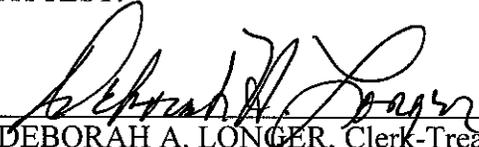
THEREFORE, BE IT RESOLVED by the Common Council of the City of Hobart as follows:

That the form of Ground Lease by and between the City of Hobart and PI Tower Development LLC, which is attached hereto, is approved in all respects and the Mayor of the

City and the Clerk-Treasurer are authorized to execute and attest to the execution thereof, or one substantially similar, forthwith.

ALL OF WHICH is adopted as the Resolution of the Common Council of the City of Hobart on this 19th day of September, 2018.

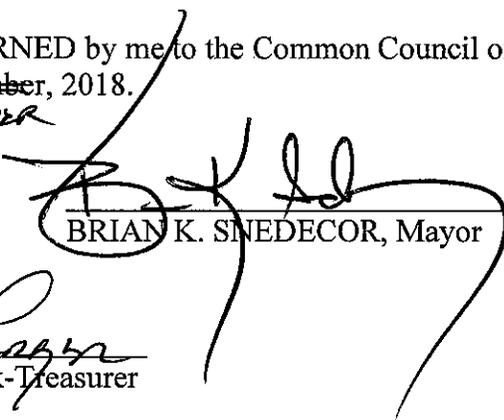
  
\_\_\_\_\_  
PRESIDING OFFICER

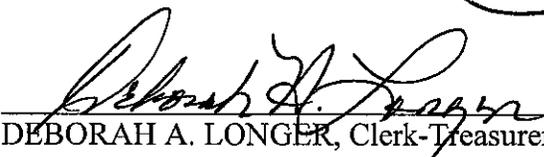
ATTEST:  
  
\_\_\_\_\_  
DEBORAH A. LONGER, Clerk-Treasurer

PRESENTED by me to the Mayor of the City of Hobart on the 25<sup>th</sup> day of September, 2018 at the hour of 8:15 Am.

  
\_\_\_\_\_  
DEBORAH A. LONGER, Clerk-Treasurer

APPROVED, EXECUTED and RETURNED by me to the Common Council of the City of Hobart on this 30<sup>th</sup> day of ~~September~~, 2018.  
*October*

  
\_\_\_\_\_  
BRIAN K. SNEDECOR, Mayor

ATTEST:  
  
\_\_\_\_\_  
DEBORAH A. LONGER, Clerk-Treasurer



47           **1. Leased Premises.** Lessor hereby leases to Lessee and Lessee hereby leases  
48 from Lessor under the terms and conditions set forth in this Lease a portion of that certain parcel  
49 of real property, located at 705 East 4th Street, Hobart, Lake County, Indiana 46342 (the "Site"),  
50 as more particularly described and depicted upon the site plan attached as Exhibit "A" and the  
51 survey or site plan shown on Exhibit "A-1" attached hereto and made a part hereof (the "Leased  
52 Premises"), together with an easement, or easements, for ingress, egress, utilities, and any  
53 purpose which may be required by local governing authorities, including, without limitation, a  
54 landscape buffer, for the duration of the lease on the property which is more particularly  
55 described and depicted upon Exhibit "B" attached hereto and made a part hereof (the  
56 "Easement(s)"). The easement rights herein granted include the right and authority of Lessee to  
57 grant or assign to third parties all or some of the easement rights granted to Lessee herein,  
58 provided that, the Lessee gives written notice of intent to make such assignment at least thirty  
59 (30) days prior thereto to the City Engineer, and the City consents to the assignment, such  
60 consent not to be unreasonably withheld. Lessor agrees and acknowledges that Lessee may, at  
61 Lessee's sole cost and expense, have a metes and bounds survey prepared of the Leased Premises  
62 and the Easement(s), and that the legal description of the Leased Premises and the Easement(s),  
63 as shown on the survey, shall thereafter become the legal description of the Leased Premises and  
64 the Easement(s). Lessor represents and warrants that Lessor has good and marketable title to the  
65 Leased Premises and the Easement(s) free and clear of all liens and encumbrances. Lessor  
66 further represents and warrants that there are no easements, licenses, rights of use or other  
67 encumbrances on the Leased Premises or the Easement(s) which will interfere with or  
68 constructively prohibit Lessee's Intended Use (as herein defined) of the Leased Premises.  
69

70           **2. Lessor's Representations and Warranties.** Lessor represents and warrants  
71 that Lessee's intended use of the Leased Premises as a site for the transmission and receipt of  
72 wireless communication signals and for the construction and maintenance of towers, antennas or  
73 buildings and related facilities ("Intended Use") is not prohibited by any covenants, restrictions,  
74 reciprocal easements, servitudes, subdivision rules or regulations. Lessor further represents and  
75 warrants that (i) the execution of this Lease by Lessor will not cause a breach or an event of  
76 default of any other agreement to which Lessor is a party, (ii) there are no pending or threatened  
77 administrative actions, including bankruptcy or insolvency proceedings under the state or federal  
78 law, suits, claims or causes of action against Lessor or which may otherwise affect the Leased  
79 Premises and the Easement(s), (iii) the Leased Premises and the Easement(s) are not presently  
80 subject to an option, lease or other contract which may adversely affect Lessor's ability to fulfill  
81 its obligations under this Lease, and (iv) Lessor shall not grant an option or enter into any  
82 contract which will affect the Leased Premises or the Easement(s) until this Lease expires or is  
83 terminated be Lessee.  
84

85           **3. Lessee's Representations and Warranties.** Lessee represents and  
86 warrants that Lessee's intended use of the Leased Premises as a site for the transmission and  
87 receipt of wireless telecommunication signals and its designs for the construction of its tower,  
88 antennas, buildings and related facilities have received all necessary approvals and permits of  
89 any regulatory body of the State of Indiana or of the United States which may be applicable; that  
90 its erection of the tower and the transmission of wireless signals shall be duly licensed as may be  
91 required by law, and will not cause undue interference with the reception of signals by FCC  
92 approved radio frequency and other receivers in common use in homes and businesses in the

93 City; that (i) the execution of this Lease by Lessee will not cause a breach or an event of default  
94 of any other agreement to which Lessee is a party, (ii) there are no pending or threatened  
95 administrative actions, including bankruptcy or insolvency proceedings under the state or federal  
96 law, suits, claims or causes of action against Lessee or which may otherwise affect Lessee's  
97 ability to construct and maintain the tower and its related facilities and equipment, and (iii) the  
98 Lessee has all legal right to the intellectual property embodied in the design of the tower and its  
99 related structures and equipment.

100  
101 **4. Lessee's Due Diligence Period.**

102  
103 (a) Within twenty (20) business days following the Commencement Date,  
104 Lessee shall pay to Lessor the amount of Four Thousand and 00/100 Dollars (\$4,000.00) (the  
105 "Due Diligence Fee"), which Due Diligence Fee shall be nonrefundable to Lessee, except in the  
106 event that this Lease is terminated by Lessee prior to the Rent Commencement Date (as  
107 hereinafter defined) due to a default by Lessor. Provided that construction of the Tower  
108 Facilities (as hereinafter defined) has not commenced, it is understood that Lessee shall have the  
109 right to terminate this Lease for any reason or no reason at all, without any further liability or  
110 obligation to Lessor except those obligations which specifically survive the expiration or  
111 termination of this Lease, by delivery of written notice of termination to Lessor prior to the Rent  
112 Commencement Date. Lessee shall be entitled to a credit toward Rent (as hereinafter defined)  
113 due under this Lease equal to the Due Diligence Fee paid to Lessor.

114  
115 (b) Lessee shall have the right, at its cost and expense, to obtain a title report  
116 or commitment for a leasehold title policy covering the Leased Premises and the Easement(s)  
117 from the title insurance company of its choice prior to the Rent Commencement Date. Lessor  
118 shall be obligated to remove only those defects in title which limit or prevent the leased premises  
119 from being used for the purposes stated herein. Lessor shall cooperate in any assignment of the  
120 Lessee's leasehold interest for financing purposes. In the event Lessor shall fail to remove such  
121 defects, Lessee shall have the right to terminate this Lease upon written notice to Lessor.

122  
123 (c) In the event of a termination of the Lease pursuant to subparagraph 4(a) or  
124 4(b) above or Paragraph 9 below, within thirty (30) days of such termination Lessee will file a  
125 release or other appropriate instrument with the local recording office to remove the  
126 Memorandum of Lease from the title record. If said removal is not performed by Lessee within  
127 such thirty (30) day period, Lessee appoints Lessor, as Lessee's agent and at Lessee's cost and  
128 expense, to file the necessary release or other instrument to cause the Memorandum of Lease to  
129 be released from title.

130  
131 **5. Attorney-In-Fact and Cooperation.** Lessor hereby irrevocably appoints  
132 Lessee or Lessee's agent as Lessor's agent to file such applications on behalf of Lessor with  
133 federal, state and local governmental authorities which relate to Lessee's Intended Use of the  
134 Leased Premises, including, but not limited to, land use and zoning applications. Lessor agrees  
135 to cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits required for  
136 Lessee's use of the Leased Premises (the "Governmental Approval"). Lessee shall, at the time of  
137 filing, provide Lessor with copies of all such applications filed on the City's behalf with any  
138 such governmental authorities.

140           **6. Use.** The Leased Premises may be used by Lessee for the transmission and  
141 receipt of wireless communication signals in any and all frequencies and the construction and  
142 maintenance of a communications tower, antennas, buildings, and related facilities and activities.  
143 Lessee may construct additional improvements, demolish and reconstruct improvements, or  
144 restore, replace and reconfigure improvements at any time during the Term (as herein defined) of  
145 this Lease. Lessee shall give written notice to the City Engineer at least thirty (30) days prior to  
146 the commencement of any significant work upon the leased premises.  
147

148           **7. Initial Term.** The initial term of this Lease shall be five (5) years commencing  
149 on the Commencement Date and terminating on the fifth (5th) anniversary of the  
150 Commencement Date ("Initial Term"). The parties agree that a memorandum of lease in the  
151 form attached hereto as Exhibit "D", evidencing the Commencement Date and other matters,  
152 shall be executed and recorded.  
153

154           **8. Renewal Terms.** Lessee shall have the right to extend the Initial Term of this  
155 Lease for five (5) additional five (5) year terms ("Renewal Terms"). Each Renewal Term shall  
156 be on the same terms and conditions as set forth in this Lease, unless otherwise agreed by the  
157 parties in writing. This Lease shall automatically be renewed for each successive Renewal Term  
158 unless Lessee notifies Lessor of Lessee's intention not to renew the Lease at least thirty (30) days  
159 prior to the expiration of the Initial Term or the Renewal Term which is then in effect. The  
160 Initial Term and each Renewal Term shall collectively be referred to herein as the "Term".  
161

162           **9. Rent.** Commencing on the Rent Commencement Date, during the Term of this  
163 Lease, Lessee shall pay to Lessor an annual rental amount of Fourteen Thousand Four Hundred  
164 and 00/100 Dollars (\$14,400.00), to be paid in equal monthly installments of One Thousand Two  
165 Hundred and 00/100 Dollars (\$1,200.00) ("Rent"), which shall be deemed to include any  
166 applicable State, County or local sales or use tax. Rent shall be payable in advance on or before  
167 the fifteenth (15th) day of each calendar month, and shall be remitted to the Office of the Clerk-  
168 Treasurer, City of Hobart, 414 Main Street, Hobart, Indiana 46342, or to such other address as  
169 Lessor may direct by written notice to Lessee. If the Rent Commencement Date or the date of  
170 termination (the "Termination Date") of this Lease is other than the first (1st) day of a calendar  
171 month, Rent shall be prorated. In the event of termination of this Lease for any reason, other  
172 than nonpayment of Rent, all Rent paid in advance of the Termination Date for that period shall  
173 be refunded to Lessee. The "Rent Commencement Date" shall mean the date the Lessee  
174 commences construction of the Tower Facilities; provided, however, in the event that Lessee has  
175 not commenced construction of the Tower Facilities within three (3) years following the  
176 Commencement Date, this Lease shall automatically terminate and the parties shall be released  
177 from further liability or obligation hereunder except those obligations which specifically survive  
178 the expiration or termination of this Lease. The Rent shall increase by ten percent (10%) upon  
179 the fifth (5<sup>th</sup>) anniversary of the Rent Commencement Date and every fifth (5<sup>th</sup>) year thereafter.  
180

181           **10. Conditions Subsequent.** In the event that Lessee's Intended Use of the  
182 Leased Premises is actually or constructively prohibited by act or omission of the City without  
183 fault of the Lessee, or the Leased Premises or the Easement(s) have been rendered by act or  
184 omission of the City without fault of the Lessee, in Lessee's opinion, unacceptable to Lessee,  
185 then upon notice from Lessee, this Lease shall terminate and be of no further force or effect and

186 Lessee shall be entitled to a refund from Lessor of any deposits or Rent paid in advance to  
187 Lessor.

188  
189 **11. Interference.** Lessee acknowledges that the leased premises is immediately  
190 adjacent to the City's Police Headquarters, and that the City Police Department as well as the  
191 Hobart Sanitary District, which is housed in the same adjacent building, conduct emergency  
192 communications and wireless equipment command and receive sensor signals from the Sanitary  
193 District's lift stations. The Lessee acknowledges that it has received detailed descriptions and  
194 specifications from the City concerning its equipment used by the Police Department and  
195 Sanitary District, and that, as part of the Lessee's due diligence obligation, the Lessee has  
196 approved the placement and use of said equipment on the tower, and has concluded that use of  
197 the City's equipment shall not interfere with the wireless communications operations of the  
198 Lessee. The City shall not replace or repair its equipment installed upon the tower without prior  
199 written notice to the Lessee, and as to any new or replacement equipment to be installed upon the  
200 tower by the City, the City shall, not less than thirty (30) days prior to installing the equipment,  
201 provide the Lessee with written notice of same including all technical specifications and  
202 characteristics of the equipment and shall not install same without the consent of the Lessee  
203 which shall not be unreasonably withheld. Lessor shall not use, nor shall Lessor permit its  
204 lessees, licensees, invitees or agents to use, any portion of adjacent real property owned by  
205 Lessor in any way which interferes with the wireless communications operation of Lessee. Such  
206 interference shall be deemed a material breach of this Lease by Lessor and Lessor shall have the  
207 responsibility to terminate said interference at its sole cost and expense. Likewise, the Lessee  
208 shall not operate its wireless communications operations in such fashion as to interfere with the  
209 above-described communications activity of the City, which are essential to public safety and  
210 environmental control and Lessee shall have the responsibility to terminate said interference at  
211 its sole cost and expense. In the event any such interference does not cease or is not promptly  
212 rectified, the parties acknowledge to each other that continuing interference will cause  
213 irreparable injury to them and that either the Lessor or the Lessee, as the case may be, shall have  
214 the right, in addition to any other rights that they may have at law or in equity, to bring action to  
215 enjoin such interference or to terminate this Lease immediately upon notice to Lessor. Prior to  
216 such termination, the parties shall cooperate in resolving any interference issues by consensual  
217 joint action or agreement.

218  
219 **12. Improvements; Utilities, Access and Other Easements.**

220  
221 (a) Lessee shall have the right at Lessee's sole cost and expense, to erect and  
222 maintain on the Leased Premises improvements, personal property and facilities, including  
223 without limitation, a communications tower, a structural tower base, radio transmitting and  
224 receiving antennas, communications equipment, equipment cabinet and/or shelters, and related  
225 facilities (collectively the "Tower Facilities"). The Tower Facilities shall remain the exclusive  
226 property of the Lessee throughout the Term and upon termination of this Lease, all or any  
227 portion of the Tower Facilities may be removed by the Lessee from the Leased Premises at any  
228 time during the Term. Lessee shall, upon expiration of the Term, or within ninety (90) days after  
229 any earlier termination of the Lease, remove its building(s), antenna structure(s) (except  
230 footings), equipment, conduits, fixtures and all personal property placed thereon by or through  
231 Lessee and restore the Leased Premises to their original condition, reasonable wear and tear and

232 casualty damage excepted. Lessor grants Lessee the right to clear all trees, undergrowth, or other  
233 obstructions and to trim, cut, and keep trimmed and cut all tree limbs which may interfere with  
234 or fall upon Lessee's tower or Lessee's other improvements, communications equipment, or  
235 Easement rights. Lessor grants Lessee a non-exclusive easement in, over, across and through  
236 other real property owned by Lessor as reasonably required for construction, installation,  
237 maintenance, and operation of the Tower Facilities. The Lessor agrees that any property of the  
238 Lessee that remains on the Leased Premises after ninety (90) days following the expiration or  
239 earlier termination of this Lease shall be deemed abandoned by the Lessee and shall be thereafter  
240 owned by the Lessor without further consent of the Lessee.

241  
242 (b) Lessee shall have the right to install utilities, at Lessee's expense, and to  
243 improve present utilities on the Leased Premises (including but not limited to the installation of  
244 emergency power generators). Lessee shall have the right to permanently place utilities on (or to  
245 bring utilities across or under) the Easement(s) to service the Leased Premises and the Tower  
246 Facilities. In the event that utilities necessary to serve the equipment of Lessee or the equipment  
247 of Lessee's licensee(s) or sub lessee(s) cannot be located within the Easement(s) for ingress and  
248 egress, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of  
249 utilities on other real property owned by Lessor without requiring additional compensation from  
250 Lessee or Lessee's licensee(s) or sub lessee(s). Lessor shall, upon Lessee's request, execute a  
251 separate written easement to the utility company providing the service for Lessee in a form  
252 which may be filed of record evidencing this right.

253  
254 (c) Lessor represents and warrants to Lessee that Lessee shall, at all times  
255 during this Lease, enjoy ingress, egress, and access from the Leased Premises to an open and  
256 improved public road which presently exists, and which Easement(s) shall be adequate to service  
257 the Leased Premises and the Tower Facilities. If no such public road exists, or ceases to exist in  
258 the future, Lessor will grant an appropriate easement to Lessee and its sub lessees and assigns so  
259 that Lessee may, at its own expense, construct a suitable private access drive to the Leased  
260 Premises and the Tower Facilities. Lessor acknowledges and agrees that any new private access  
261 drive constructed by Lessee will be used exclusively by Lessee and its sub lessees, sub licensees  
262 and assigns. Any use thereof by Lessor, its tenants, licensees, or lessees or other occupants on  
263 the Site shall be subject to Lessee's prior written consent to use such private access drive. Any  
264 attempted use thereof by Lessor, its tenants, licensees or lessees or other occupants of the Site  
265 without Lessee's prior written consent shall be considered a material breach of this Lease. To the  
266 extent such access is across other property owned by Lessor, Lessor shall execute an easement  
267 evidencing this right and Lessor shall maintain access to the Easement(s) in a free and open  
268 condition so that no interference is caused by Lessor or by other lessees, licensees, invitees or  
269 agents of the Lessor which may utilize the Easement(s). Lessor shall provide such access to the  
270 Leased Premises across Lessor's adjacent property, and over all paved or unpaved roads owned  
271 or controlled by Lessor, to allow Lessee, or its sub lessees, to use, maintain and repair the  
272 improvements located on the Leased Premises. Such access shall be provided twenty-four (24)  
273 hours per day, seven (7) days per week.

274  
275 (d) If governmental authorities require a landscape buffer easement or any  
276 other type of easement to grant approval for the construction of the Tower Facilities ("Additional  
277 Easement(s)"), and if such Additional Easements cannot be located within the Leased Premises

278 or the Easement(s) for ingress and egress, Lessor agrees to cooperate with Lessee and to act  
279 reasonably in allowing the location of such Additional Easement(s) on other real property owned  
280 by Lessor without requiring additional compensation from Lessee or Lessee's licensee(s) or sub  
281 lessee(s). Lessor shall, upon Lessee's request, execute a separate written easement for such  
282 Additional Easement(s) in a form which may be filed of record evidencing this right.  
283

284 **13. Termination.** Except as otherwise provided herein, this Lease may be  
285 terminated without any penalty or further liability upon written notice as follows:  
286

287 (a) By either party upon a default of any covenant or term hereof by the other  
288 party, which default is not cured within sixty (60) days of receipt of written notice of default  
289 (without however, limiting any other rights available to the parties pursuant to any other  
290 provisions hereof); provided, that if the defaulting party commences efforts to cure the default  
291 within such period and diligently pursues curing of the default to completion within a reasonable  
292 time period, the non-defaulting party shall no longer be entitled to declare a default;  
293

294 (b) Upon thirty (30) days' written notice by Lessee to Lessor, if Lessee is  
295 unable to obtain or maintain through no fault of Lessee, any license, permit or other  
296 Governmental Approval necessary for the construction and operation of the Tower Facilities or  
297 Lessee's business; or  
298

299 (c) By Lessee for any reason upon one (1) year's advance written notice from  
300 Lessee to Lessor; or  
301

302 (d) By Lessee pursuant to Paragraph 4 of this Lease.  
303

304 **14. Sub lessee's Improvements.** Lessee's licensee(s) and sub lessee(s) shall be  
305 entitled to modify the Tower Facilities and to erect additional improvements on the Leased  
306 Premises, including, but not limited to antennas, dishes, cabling, additional storage buildings or  
307 equipment shelters as are reasonably required for the operation and maintenance of the  
308 communications equipment, together with rights of ingress and egress to the Leased Premises  
309 and the right to install utilities to and on the Leased Premises and Easement(s) as if said licensee  
310 or sub lessee were the Lessee under this Lease.  
311

312 **15. Taxes.** Lessee shall pay any personal property taxes assessed on, or any portion  
313 of such taxes attributable to, the Tower Facilities. Lessee shall pay, as additional Rent, any  
314 increase in real property taxes levied against the Leased Premises which are directly attributable  
315 to Lessee's use of the Leased Premises (the "Telecom Increase") within thirty (30) days of  
316 receipt of Lessor's written request provided that Lessor agrees to furnish proof of the Telecom  
317 Increase to Lessee within ninety (90) days from the issuance of the tax bill from the local taxing  
318 authority. If the Lessor fails to provide Lessee with such proof of the Telecom Increase within  
319 ninety (90) days of the issuance of the tax bill from the local taxing authority, then Lessee shall  
320 have no obligation to reimburse Lessor for, or to pay such Telecom Increase. In the event that  
321 Lessor fails to pay, when due, any taxes affecting the Leased Premises or the Easement(s),  
322 Lessee shall have the right, but not the obligation, to pay such taxes and deduct the full amount  
323 of the taxes paid by Lessee on Lessor's behalf from future installments of Rent. Lessor hereby

324 represents and warrants that Lessor's property on which the Leased Premises and Easement(s)  
325 are located is not subject to any "Conservation Use Covenant", "Greenbelt Covenant",  
326 agricultural or timberland covenant, or any other conservation use program which restricts or  
327 limits development of Lessor's property. Lessor agrees to be solely responsible for payment of  
328 any penalties, roll-back or additional taxes, special assessments or other monetary amounts now  
329 or hereafter payable to any county, city, state or other party as a result of the breach of any  
330 conservation use tax program affecting the property on which the Leased Premises and  
331 Easement(s) are located or resulting from the change in the nature or character of the use of the  
332 property from its present use to a communications tower facility.  
333

334 **16. Destruction of Premises.** If the Leased Premises or the Tower Facilities are  
335 destroyed or damaged, so as to hinder the effective use of the Tower Facilities in Lessee's  
336 judgment, Lessee may elect to terminate this Lease as of the date of the damage or destruction by  
337 so notifying the Lessor. In such event, all rights and obligations of Lessee to Lessor shall cease  
338 as of the date of the damage or destruction, and Lessee shall be entitled to the reimbursement of  
339 any Rent prepaid by the Lessee. Unless such damage or destruction was caused by an act or  
340 omission of the Lessor, Lessee shall remove and properly dispose of any of its property  
341 destroyed or damaged, and shall leave no structure remaining in a dangerous or unstable  
342 condition.  
343

344 **17. Condemnation.** If a condemning authority takes all of the Leased Premises or  
345 Easement(s), or a portion sufficient in Lessee's determination to render the Leased Premises or  
346 the Easement(s), in the opinion of Lessee, unsuitable for the use which Lessee was then making  
347 of the Leased Premises and Easement(s), this Lease shall terminate as of the date the title vests in  
348 the condemning authority. Lessee shall be entitled to file its own claims against the condemning  
349 authority for the value of its Tower Facilities, moving expenses, prepaid rent and business  
350 dislocation expenses. A sale of all or part of the Leased Premises and/or Easement(s) to a  
351 purchaser with the power of eminent domain, in the face of the exercise of eminent domain  
352 power, shall be treated as taking by condemnation for the purpose of this paragraph.  
353

354 **18. Insurance.** Lessee shall purchase and maintain in full force and effect  
355 throughout the Term, public liability and property damage policies. The policy of general  
356 liability insurance shall provide a combined single limit of \$1,000,000 and shall name Lessor as  
357 an additional insured.  
358

359 **19. Lessee's Environmental Covenants and Indemnity.** As used in this  
360 Lease, the term "Hazardous Materials" shall mean any hazardous or toxic substance, material or  
361 waste which is, or becomes designated as such in the future or is regulated by any agency of the  
362 United States Government or by any local governmental authority having jurisdiction, including,  
363 without limitation, any substance, material or waste that is defined or designated as a hazardous  
364 substance pursuant to the Comprehensive Environmental Response, Compensation and Liability  
365 Act, the Resource Conservation and Recovery Act or the Clean Water Act. During the Term of  
366 this Lease, Lessee shall cause the presence, use, storage and/or disposal of any Hazardous  
367 Material, on or under the Leased Premises by Lessee, its agents, employees, business invitees,  
368 contractors or sub lessees to be in compliance with all applicable laws, rules, regulations and  
369 orders. Lessee shall not install or permit the installation of any underground storage tanks on the

370 Leased Premises. Lessee shall defend, indemnify, protect and hold Lessor harmless from and  
371 against all claims, costs, fines, judgments and liabilities, including, without limitation, reasonable  
372 attorney's fees and costs, arising out of or in connection with the presence, storage, use or  
373 disposal of Hazardous Materials on or under the Leased Premises to the extent caused by the  
374 acts, omissions or negligence of Lessee, its employees, business invitees, contractors or sub  
375 lessees. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.  
376

377 **20. Lessor's Environmental Representation and Indemnity.** Lessor shall  
378 indemnify, defend, protect and hold Lessee harmless from and against any and all claims, costs,  
379 fines, judgments, liability, actions, causes of action, liens and expenses, including, without  
380 limitation, penalties and reasonable attorneys' fees, incurred or suffered by or asserted against  
381 Lessee, to the extent arising out of or in any way relating to any one or more of the following  
382 which are not caused by Lessee: (a) the presence of any Hazardous Materials in, on, or under the  
383 Leased Premises; (b) any past, present or threatened release of Hazardous Materials in, on, under  
384 or from the Leased Premises; (c) any activity by Lessor in connection with any actual, proposed  
385 or threatened use, treatment, storage, existence, disposition or other release, production,  
386 manufacturing, management, abatement, removal, handling, transfer or transportation to or from  
387 the Leased Premises of any Hazardous Materials at any time located in, under or on the Leased  
388 Premises; (d) any testing and/or remediation costs in connection with any Hazardous Materials  
389 alleged to be located in, under, on or above the Leased Premises; (e) any past or present non-  
390 compliance with or violations of any environmental laws in connection with the Leased Premises  
391 or operations thereon, including but not limited to, any failure by Lessor to comply with any  
392 order of any governmental authority in connection with any environmental laws; and (f) the  
393 imposition, recording or filing or the threatened imposition, recording or filing of any  
394 environmental lien encumbering the Leased Premises. The foregoing representations and  
395 indemnities shall survive the expiration or earlier termination of this Lease.  
396

397 **21. Mutual Indemnification.** Lessor shall indemnify and hold harmless Lessee  
398 from and against any and all claims, liabilities, loss or damage, penalties or judgments to the  
399 extent arising from injury to person or property sustained by anyone in and about the Leased  
400 Premises and Easement(s) resulting from any act(s) or omissions(s) of Lessor, or Lessor's  
401 officers, agents, servants, employees, contractors, or sub lessees. Further, Lessor shall, at its  
402 own cost and expense, defend any and all suits or actions (just or unjust) which may be brought  
403 against Lessee or in which Lessee may be impleaded with others upon any such matter, claim or  
404 claims, except as may result from the acts described in the following paragraph. This  
405 indemnification obligation shall survive the expiration or earlier termination of the Lease.  
406

407 Lessee shall indemnify and hold harmless Lessor from and against any and all claims,  
408 liabilities, loss or damage, penalties or judgments to the extent arising from injury to person or  
409 property sustained by anyone in and about the Leased Premises and Easement(s) resulting from  
410 any act(s) or omissions(s) of Lessee, or Lessee's officers, agents, servants, employees,  
411 contractors, or sub lessees. Further, Lessee shall, at its own cost and expense, defend any and all  
412 suits or actions (just or unjust) which may be brought against Lessor or in which Lessor may be  
413 impleaded with others upon any such matter, claim or claims, except as may result from the acts  
414 described in the preceding paragraph. This indemnification obligation shall survive the  
415 expiration or earlier termination of the Lease.

416  
417 **22. Notices.** All notices required or permitted under this Agreement shall be in  
418 writing and shall be deemed effective upon personal delivery, or three (3) days after being  
419 deposited in the U.S. Mail, registered or certified, and postage prepaid, or one (1) day after being  
420 deposited with a recognized overnight delivery service. Such notices shall be addressed to the  
421 applicable party at its address shown below, or at such other address or addresses as either party  
422 shall designate to the other in writing in accordance with this paragraph:  
423

424  
425  
426 As to Lessor: City of Hobart, Indiana  
427 Attention: Brian K. Snedecor, Mayor  
428 Hobart City Hall  
429 414 Main Street  
430 Hobart, Indiana 46342

431  
432 With copies to: Phil Gralik, P.E.  
433 Hobart City Engineer  
434 414 Main Street  
435 Hobart, Indiana 46342

436  
437 Anthony DeBonis, Jr.  
438 Hobart City Attorney  
439 214 Main Street  
440 Hobart, Indiana 46342

441  
442  
443 As to Lessee : PI Tower Development LLC  
444 7411 Fullerton Street  
445 Suite 110  
446 Jacksonville, Florida 32256  
447 Attention: Contracts Administrator

448  
449 With a copy to: PI Tower Development LLC  
450 2855 LeJeune Road  
451 4<sup>th</sup> Floor  
452 Miami, Florida 33134  
453 Attention: Legal Department

454  
455  
456 **23. Title and Quiet Enjoyment.** Lessor warrants and represents that (i) it has the  
457 full right, power, and authority to execute this Lease; (ii) it has good and marketable fee simple  
458 title to the Leased Premises and the Easement(s); and (iii) the Leased Premises constitute a legal  
459 lot that may be leased without the need for any subdivision or platting approval. Lessor  
460 covenants that Lessee shall have the quiet enjoyment of the Leased Premises during the Term of  
461 the Lease. Lessor shall indemnify, defend and hold harmless Lessee from and against any loss,

462 cost, expense or damage, including attorney fees associated with a breach of the foregoing  
463 covenant of quiet enjoyment. This Lease shall be an estate for years and not a usufruct.  
464

465 **24. Subordination and Non-Disturbance.** This Lease shall be subject to and  
466 subordinate to any mortgage or deed to secure debt (collectively referred to as a "Mortgage")  
467 made by Lessor which may now or hereafter encumber the Leased Premises and Easement(s),  
468 provided that no such subordination shall be effective unless the holder of every such Mortgage  
469 shall in a separate agreement with Lessee agree that in the event of a foreclosure, or conveyance  
470 in lieu of foreclosure of Lessor's interest in the Leased Premises and Easement(s), such holder  
471 shall recognize and confirm the validity and existence of this Lease and that Lessee shall have  
472 the right to continue its use and occupancy of the Leased Premises and Easement(s) in  
473 accordance with the provisions of this Lease as long as Lessee is not in default of this Lease  
474 beyond applicable notice and cure periods. Lessee shall execute in timely fashion such  
475 instruments as may reasonably be requested to evidence the provisions of this paragraph. As of  
476 the Commencement Date, the Leased Premises and Easements are unencumbered by any  
477 mortgage or other security instrument of any kind.  
478

479 **25. Assignments and Subleases.**  
480

481 (a) Lessee may, upon notice to Lessor, mortgage or grant a security interest in  
482 Lessee's leasehold estate and the Tower Facilities (but not including any City equipment  
483 installed upon the tower or housed within the leased premises), and may make a conditional  
484 assignment of this Lease and the Tower Facilities (but not including any City equipment installed  
485 upon the tower or housed within the leased premises) to any such mortgagees or holders of  
486 security interests, including their successors and assigns (hereinafter, collectively referred to as  
487 "Secured Parties"). In such event, Lessor shall execute such consent to leasehold financing as  
488 may reasonably be required by any Secured Party. Lessor agrees to notify Lessee and Lessee's  
489 Secured Parties simultaneously of any default by Lessee, and to give to the Secured Parties the  
490 same right to cure any default as Lessee except that the cure period for any Secured Party shall  
491 not be less than thirty (30) days after the receipt of the default notice; provided, however, that for  
492 non-monetary defaults, Lessor shall not terminate the Lease for so long as a Secured Party is  
493 diligently pursuing a cure of the default, and if curing such non-monetary default requires  
494 possession of the Leased Premises and Easement(s), then Lessor agrees to give Secured Party a  
495 reasonable time to obtain possession of the Leased Premises and Easement(s) and to cure such  
496 default. If a termination, disaffirmation or rejection of the Lease, pursuant to any laws (including  
497 any bankruptcy or insolvency laws), by Lessee shall occur, or if Lessor shall terminate this Lease  
498 for any reason as provided for in Paragraph 13, herein, Lessor will give the Secured Parties  
499 prompt notice thereof and Lessor will give each Secured Party the right to enter upon the Leased  
500 Premises during a thirty (30) day period commencing upon such Secured Party's receipt of such  
501 notice for the purpose of removing any Tower Facilities. In addition, if this Lease is terminated  
502 for any reason, or otherwise rejected in bankruptcy, Lessor shall, upon request, enter into a new  
503 lease with a Secured Party on the same terms as those contained in this Lease provided such  
504 Secured Party pays all past due amounts within thirty (30) days of notice of such termination.  
505 Lessor waives any lien, interest, claim, right or title in the Tower Facilities which Lessor now  
506 has or may hereafter acquire, whether by statute, agreement or otherwise, and agrees that the  
507 Tower Facilities shall remain personal property and shall not constitute fixtures, notwithstanding

508 any attachment to real property or any other applicable law or doctrine relating to fixtures. A  
509 Secured Party shall have all of the rights of Lessee under the Lease, including, but not limited to,  
510 the right to exercise any renewal option(s) or purchase option(s) set forth in this Lease. Lessor  
511 acknowledges that the Secured Parties shall be third-party beneficiaries of this Lease.

512  
513 (b) Lessee shall have the right to license, sublease or assign its rights under  
514 this Lease, without the consent of Lessor, upon any of the following conditions:

- 515  
516 i. any conditional assignment of this Lease to a Secured Party as described  
517 in subparagraph (a) above;
- 518  
519 ii. any license or sublease of a portion of the Tower Facilities in the ordinary  
520 course of Lessee's business;
- 521  
522 iii. an assignment or sublease to an affiliate entity of Lessee; or
- 523  
524 iv. an assignment to an entity in the business of developing or owning  
525 telecommunication towers, provided that any such assignee shall have a net worth  
526 equal to or greater than Lessee's. In the event of an assignment under this sub-  
527 subparagraph, the prospective assignee shall furnish audited financial statements  
528 or other evidence reasonably acceptable to the City, establishing the net worth and  
529 credit worthiness of the proposed assignee.

530  
531 Any license, sublease or assignment by Lessee of its rights under this Lease which is not set forth  
532 in (i) – (iv) above shall require the consent of the Lessor, which shall not be unreasonably  
533 withheld, delayed and/or conditioned. Any license, sublease or assignment pursuant to this  
534 subparagraph (b) shall be subject to all terms and conditions of this Lease. Upon assignment of  
535 all of its rights pursuant to this Lease, and the execution of a written assumption of all of the  
536 terms and conditions of the Lease by the assignee, Lessee shall be released from any further  
537 liability under this Lease.

538  
539 **26. Revenue Sharing Payments.** Commencing with the taking effect of the sub  
540 Lease or use agreement by the second wireless or other carrier to locate upon the tower to be  
541 constructed by the Lessee (not counting the City of Hobart), the Lessee shall pay to the Lessor a  
542 sum equal to ten percent (10%) of the gross revenues received by the Lessee from such second  
543 and all subsequent wireless or other carriers. Said payments to the City shall be made not more  
544 than thirty (30) days after the receipt of any payment from the second or subsequent carrier, by  
545 check payable to the City of Hobart and delivered to the Office of the Clerk-Treasurer, City of  
546 Hobart, 414 Main Street, Hobart, Indiana 46342, or to such other address as Lessor may direct by  
547 written notice to Lessee. Such payments shall continue during the initial and any subsequent  
548 terms of this Lease. Annually, within thirty (30) days of the conclusion of the calendar year, the  
549 Lessee shall supply to the City Clerk-Treasurer a written report of all revenues received from  
550 communications carriers locating upon the tower, showing the source, date and amount of each  
551 payment, and the amounts forwarded to the City for the recently ended year. The Lessee shall  
552 also cooperate with any audit to be performed of said payments conducted by the Indiana State  
553 Board of Accounts as part of the State's review of the City's finances.

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**27. Successors and Assigns.** This Lease shall run with the Leased Premises described on Exhibit "A" and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

**28. Waiver of Lessor's Lien.** Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Tower Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

**29. Waiver of Incidental and Consequential Damages.** Lessor will not assert any claim whatsoever against Lessee for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Lessor as a result of the construction, maintenance, operation or use of the Leased Premises or the Easement(s) by Lessee.

**30. Right of First Refusal.** During the effect of this Lease, in the event that the Lessor receives and desires to accept a bona fide offer to sell and convey the Leased Premises to a third party not related to the Lessor by at least 51% common ownership, then the Lessor shall first provide the Lessee with a written offer to sell and convey the Leased Premises to Lessee upon the same terms and conditions as the offer made by the third party. The notice to Lessee shall include a copy of the third party's offer. If the third party offer is to purchase assets in addition to the Leased Premises, the right of first refusal hereunder shall apply only to the Leased Premises and the Lessor shall provide to Lessee only the terms of the third party's offer which are applicable thereto. Lessee shall have twenty (20) business days from the receipt from the Lessor's notice to accept the offer to purchase the Leased Premises. If Lessee desires to accept the offer, it shall notify the Lessor in writing within the said twenty (20) business day period and closing thereon shall occur within ninety (90) days of the date of Lessee's written acceptance of the offer. Transfer of title shall be by Special Warranty Deed and a Bill of Sale that warrants title to the Leased Premises without exception or encumbrance. If Lessee does not elect to accept the offer to purchase the Leased Premises, then the Lessor may proceed with selling the Leased Premises to the third party upon the same terms and conditions as offered to Lessee, which sale shall be made subject to the terms of this Lease. Should the third party not complete the purchase transaction, then this Right of First Refusal shall continue in effect for any future offers received by the Lessor.

**31. Certifications.** Either party may request, in writing, that the other party certify information to a prospective mortgagee or purchaser. Such certification shall be transmitted within ten (10) days after receipt of written request and may be relied upon by the party who requested it, and the contents of the certificate shall be binding upon the party executing it. The certificate may include (i) the validity, force and effect of this Lease; (ii) the extent to which this Lease has been supplemented or amended; (iii) the existence of any default; (iv) the existence of any offsets, counter-claims or defenses on the part of the other party; (v) the commencement and expiration dates of the Term, (vi) the amount of any prepaid rent; and (vii) any other matter as may reasonably be requested.

**32. Self Help.** Without limiting Lessee's right to terminate this Lease pursuant to Paragraph 13(a) hereof, in case of a breach of any covenant or term hereof by the Lessor, the

600 Lessee may, in its sole discretion, elect to remedy the Lessor's breach, which remedy shall not  
601 operate or be construed as a waiver of the Lessee's rights herein to recover the cost of such  
602 remedy from the Lessor by setoff or otherwise, and the Lessor shall indemnify the Lessee from  
603 any and all costs, expenses, reasonable attorney fees and litigation expenses as may be incurred  
604 by the Lessee in performing the Lessor's obligations hereunder.  
605

606 Similarly, without limiting Lessor's right to terminate this Lease pursuant to Paragraph  
607 13 hereof, in case of a breach of any covenant or term hereof by the Lessee, the Lessor may, in  
608 its sole discretion, elect to remedy the Lessee's breach, which remedy shall not operate or be  
609 construed as a waiver of the Lessor's rights herein to recover the cost of such remedy from the  
610 Lessee by suit, setoff or otherwise, and the Lessee shall indemnify the Lessor from any and all  
611 costs, expenses, reasonable attorney fees and litigation expenses as may be incurred by the  
612 Lessor in performing the Lessee's obligations hereunder.  
613

### 614 **33. Miscellaneous.**

615  
616 (a) The substantially prevailing party in any litigation arising hereunder shall  
617 be entitled to its reasonable attorney's fees, expenses of litigation and court costs, including  
618 appeals and post-judgment proceedings, if any.  
619

620 (b) Each party agrees to furnish to the other, within ten (10) days after  
621 request, such truthful estoppel information as the other may reasonably request.  
622

623 (c) This Lease constitutes the entire agreement and understanding of Lessor  
624 and Lessee with respect to the subject matter of this Lease, and supersedes all offers,  
625 negotiations and other agreements. There are no representations or understandings of any kind  
626 not set forth herein. Any amendments to this Lease must be in writing and executed by Lessor  
627 and Lessee; provided, however, that this Lease may not be amended in any respect which would  
628 be reasonably likely to have a material adverse effect on a Secured Party's interest therein, or  
629 surrendered, terminated or cancelled by Lessee, without the prior written consent of such  
630 Secured Party.  
631

632 (d) If either Lessor or Lessee is represented by a broker in this transaction,  
633 that party shall be fully responsible for any fees due such broker and shall hold the other party  
634 harmless from any claims for commission by such broker.  
635

636 (e) This Lease shall be construed in accordance with the laws of the State of  
637 Indiana without application of its conflict of laws rules.  
638

639 (f) If any term of this Lease is found to be void or invalid, such invalidity  
640 shall not affect the remaining terms of this Lease, which shall continue in full force and effect.  
641

642 (g) Lessor shall cooperate with Lessee in executing any documents necessary  
643 to protect Lessee's rights under this Lease or Lessee's use of the Leased Premises and the  
644 Easement(s), and to take such action as Lessee may reasonably require to effect the intent of this  
645 Lease.

646  
647 (h) This Lease may be executed in two or more counterparts, all of which  
648 shall be considered one and the same agreement and shall become effective when one or more  
649 counterparts have been signed by each of the parties, it being understood that all parties need not  
650 sign the same counterpart. The parties agree that a scanned or electronically reproduced copy or  
651 image of this Lease shall be deemed an original.

652  
653 (i) The person or persons signing this Lease on behalf of the Lessee warrant  
654 and represent that he, she or they have been properly empowered by act of the members,  
655 directors or shareholders of the Lessee, as the case may be, to execute this instrument, and that,  
656 upon the execution of same by said person or persons, the execution of this instrument shall  
657 constitute a valid and subsisting act of the Lessee, enforceable against it according to its terms,  
658 for the uses and purposes stated therein.

659  
660 (J) The execution of this instrument by the City of Hobart shall be complete  
661 and effective upon its signature by the Mayor, its approval by the Common Council of the City,  
662 and its adoption by the City Board of Public Works and Safety.

663  
664 IN WITNESS WHEREOF, the parties have executed this instrument as of the date first  
665 written above.

666  
667  
668 THE CITY OF HOBART, INDIANA,  
669 A Municipal Corporation ("LESSOR")  
670

671  
672  
673 Dated: \_\_\_\_\_

674 BY: \_\_\_\_\_  
675 BRIAN K. SNEDECOR, Mayor

676  
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678  
679 APPROVED by Resolution No. 2018- \_\_\_\_\_ adopted by the Common Council of the  
680 City of Hobart on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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685 \_\_\_\_\_  
686 BRIAN K. SNEDECOR, Presiding Officer

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688 ATTEST: \_\_\_\_\_  
689 DEBORAH A. LONGER, Clerk-Treasurer  
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ADOPTED and APPROVED by the Board of Public Works and Safety of the City of  
Hobart on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
BRIAN K. SNEDECOR, Presiding Officer

ATTEST: \_\_\_\_\_  
DEBORAH A. LONGER, Clerk-Treasurer

PI TOWER DEVELOPMENT LLC,  
a Delaware limited liability company ("LESSEE")

WITNESS:  
\_\_\_\_\_  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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**EXHIBIT "A"**

Description of Real Property (Leased Premises)

A \_\_\_\_\_ by \_\_\_\_\_ parcel of land for the tower compound being located around the base of the tower, all being a portion of the parent tract (see attached warranty deed for legal description of parent tract, if available). The legal description of the Leased Premises shall be determined by survey and shall thereafter replace this **Exhibit "A"**.

Tax Parcel I.D. # of parent tract:    \_45-09-32-183-022.000-018\_\_\_\_\_

Physical Address of parent tract:                    705 East 4th Street, Hobart, IN 46342  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT "A-1"**

Survey or Site Plan

748  
749  
750  
751  
752 Location of the Leased Premises shall be determined by survey, and upon completion shall  
753 replace this **Exhibit "A-1"**.  
754

**EXHIBIT "B"**

Easement(s)

(i) An easement from the Leased Premises to an open and improved public road in a minimum width of either 25 feet or the minimum width necessary to comply with any applicable governmental requirements, whichever is greater, to allow for ingress to and egress from the Leased Premises by vehicle;

(ii) An easement as may be required to provide utilities to the Leased Premises from the utility providers' preferred connection point;

(iii) if required by governmental authorities, an easement for a "Fall Zone" centered on the location of the Lessee's tower and extending outward in a circle for the number of feet as may be required by local zoning authorities (typically equal to the height of the Lessee's tower but could be more); and

(iv) if required by governmental authorities, an easement for a landscape buffer zone or any such additional easement(s) as may be required by local zoning authorities, each to be determined by survey, and upon completion of survey, shall replace this Exhibit "B".

**EXHIBIT "C"**

Liens and Encumbrances

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Holder of 1<sup>st</sup> Mortgage: \_\_\_\_\_

Address: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Loan Number: \_\_\_\_\_

Holder of 2<sup>nd</sup> Mortgage: \_\_\_\_\_

Address: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Loan Number: \_\_\_\_\_

Other Liens/Encumbrances  
(Please Describe): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*If No Mortgage(s), check here:*     X

**EXHIBIT "D"**

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**MEMORANDUM OF GROUND LEASE AGREEMENT**

See Attached

**Upon recording return to:**  
PI Tower Development LLC  
7411 Fullerton Street  
Suite 110  
Jacksonville, Florida 32256  
Attention: Contracts Administrator

Site Name:  
Site Number:

**MEMORANDUM OF GROUND LEASE AGREEMENT**

This Memorandum of Ground Lease Agreement is made on \_\_\_\_\_,  
201\_\_\_\_, by and between CITY OF HOBART, a Municipal Corporation, as Lessor, whose  
mailing address is 414 Main Street, Hobart, Indiana 46342 and PI TOWER DEVELOPMENT  
LLC, a Delaware limited liability company, as Lessee, whose address is 7411 Fullerton Street  
Suite 110, Jacksonville, Florida 32256.

1. Lessor and Lessee are parties to a Ground Lease Agreement dated as of \_\_\_\_\_, 2018 (the "Lease"), the terms and provisions of which are incorporated herein by this reference. The premises covered by the Lease are located in Lake County, Indiana, as more fully described in the legal description attached hereto as Exhibit "A" ("Leased Premises").
2. Pursuant to the Lease, the Lessor has granted, and by these presents does grant, to the Lessee-easements for ingress, egress, utilities, "Fall Zone" (if applicable), and any other easements required by Lessee or governmental authorities for the duration of the Lease Agreement as more particularly described on Exhibit "A" hereto. The easement rights herein granted include the right and authority of Lessee to grant or assign to third parties all or some of the easement rights granted to Lessee herein.
3. The Lease provides for an initial term of five (5) years (the "Initial Term") which commenced on \_\_\_\_\_, 2018. The Lease also provides for five (5) additional five (5) year renewal terms (each, a "Renewal Term"). The Lease shall automatically renew for each such Renewal Term unless Lessee delivers written notice of intent not to renew to Lessor at least thirty (30) days prior to the expiration of the Initial Term, or the Renewal Term then in effect.

4. The Lease provides that during the term of the Lease, in the event that the Lessor receives and desires to accept a bona fide offer to sell and convey the Leased Premises to a third party not related to the Lessor by at least 51% common ownership, then the Lessor shall first provide the Lessee with a written offer to sell and convey the Leased Premises to Lessee upon the same terms and conditions as the offer made by the third party, and Lessee shall have twenty (20) business days in which to accept the offer.

5. All of the terms and conditions of the Lease are incorporated herein by reference. In the event of a conflict between the terms hereof and the terms of the Lease, the terms of the Lease shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the date first written above.

THE CITY OF HOBART, INDIANA,  
A Municipal Corporation ("LESSOR")

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

BY: \_\_\_\_\_  
BRIAN K. SNEDECOR, Mayor

APPROVED by Resolution No. 2018- \_\_\_\_\_ adopted by the Common Council of the City of Hobart on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
BRIAN K. SNEDECOR, Presiding Officer

ATTEST: \_\_\_\_\_  
DEBORAH A. LONGER, Clerk-Treasurer

ADOPTED and APPROVED by the Board of Public Works and Safety of the City of Hobart on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
BRIAN K. SNEDECOR, Presiding Officer

ATTEST: \_\_\_\_\_  
DEBORAH A. LONGER, Clerk-Treasurer

LESSOR:

\_\_\_\_\_  
a \_\_\_\_\_

Witness:

EXHIBIT ONLY – DO NOT SIGN

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

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

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

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ a Notary Public of the County and State  
aforesaid, certify that \_\_\_\_\_, as \_\_\_\_\_ of  
\_\_\_\_\_, a \_\_\_\_\_ personally came before me this day and  
acknowledged that (s)he executed the foregoing instrument on behalf of said  
\_\_\_\_\_. He/She is personally known to me or produced  
\_\_\_\_\_ as identification.

WITNESS my hand and notarial seal, this \_\_\_ day of \_\_\_\_\_, 201\_\_.

Notary Public: \_\_\_\_\_

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

*{affix notary stamp/seal}*

My Commission Expires: \_\_\_\_\_

LESSEE:

PI TOWER DEVELOPMENT LLC,  
a Delaware limited liability company

Witness:

\_\_\_\_\_

EXHIBIT ONLY – DO NOT

SIGN \_\_\_\_\_

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

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

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

\_\_\_\_\_

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

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ the undersigned Notary Public for said County and State, do hereby certify that \_\_\_\_\_, as \_\_\_\_\_ of PI Tower Development LLC, a Delaware limited liability company, personally appeared before me this day, and acknowledged the due execution of the foregoing instrument on behalf of said company. He/She is personally known to me or produced \_\_\_\_\_ as identification.

WITNESS my hand and notarial seal, this \_\_\_\_ day of \_\_\_\_\_, 201 \_\_\_\_.

Notary Public: \_\_\_\_\_

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

*{affix notary stamp/seal}*

My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**LEASED PREMISES AND EASEMENTS**

The \_\_\_\_\_' x \_\_\_\_\_' Leased Premises and Easement(s) are located in the land legally described as follows: