

"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: _____

Name: _____

Title: _____

[Handwritten Signature]
Daniel L. Forny
Chief Operating Officer

WITNESS:

[Handwritten Signature]

LESSEE:

CELLCO PARTNERSHIP

d/b/a Verizon Wireless

By: _____

Name: David R. Heverling

Title: Area Vice President Network

[Handwritten Signature]
9/17/10

COMMONWEALTH OF PENNSYLVANIA)

) **ACKNOWLEDGMENT**

COUNTY OF Lancaster)

I, Kathryn Miller, a Notary Public for said County and State, do hereby certify that Daniel L. Forry personally came before me this day and acknowledged that (s)he is the Chief Operating Officer of **HEMPFIELD SCHOOL DISTRICT**, and that (s)he, as Chief Operating Officer, being authorized to do so, executed the foregoing **MEMORANDUM OF LAND LEASE AGREEMENT** on behalf of **HEMPFIELD SCHOOL DISTRICT**.

WITNESS my hand and official Notarial Seal, this 12 day of May, 2015.

Kathryn C Miller
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)
)
COUNTY OF WORCESTER)

ACKNOWLEDGMENT

I, Diane Gazzola, a Notary Public for said County and State, do hereby certify that **DAVID R. HEVERLING** personally came before me this day and acknowledged that he is the Area Vice President Network of **CELLCO PARTNERSHIP** d/b/a Verizon Wireless, and that he, as Area Vice President Network, being authorized to do so, executed the foregoing **MEMORANDUM OF LAND LEASE AGREEMENT** on behalf of **CELLCO PARTNERSHIP** d/b/a Verizon Wireless.

WITNESS my hand and official Notarial Seal, this 17 day of Sept., 2015.

Diane Gazzola
Notary Public

My Commission Expires:

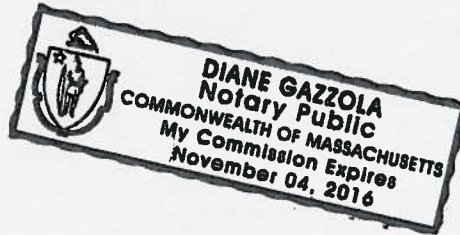





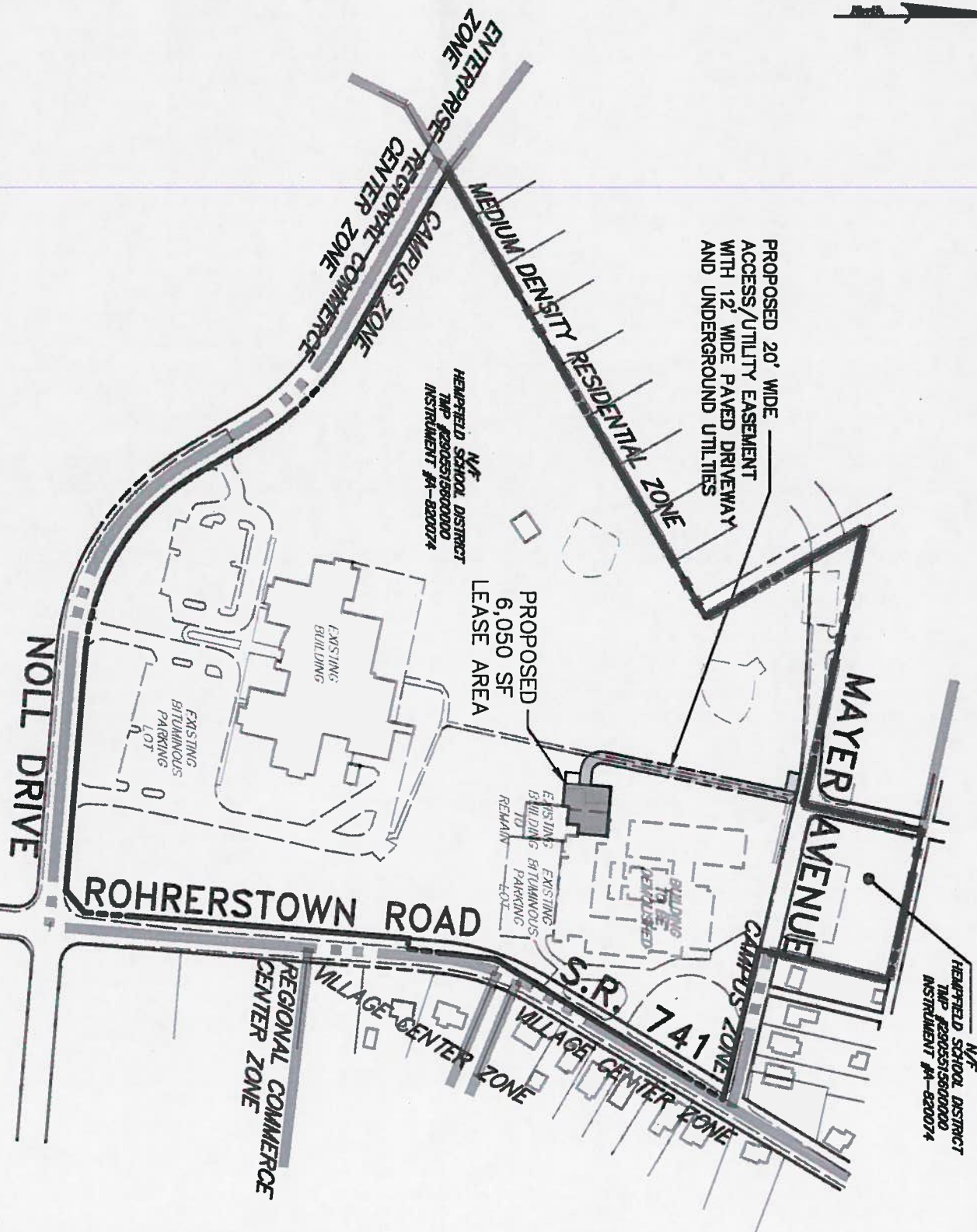
Exhibit "A"

(Sketch of Premises within Property)

{A4395564:1}



-  PROPOSED LEASE AREA
-  PROPOSED ACCESS EASEMENT
-  PROPOSED UTILITY EASEMENT



Coordinates: LAT: 40°03'00.23" N LONG: 76°21'48.76" W	Site Address: 2200 Noll Drive Lancaster, PA 17603
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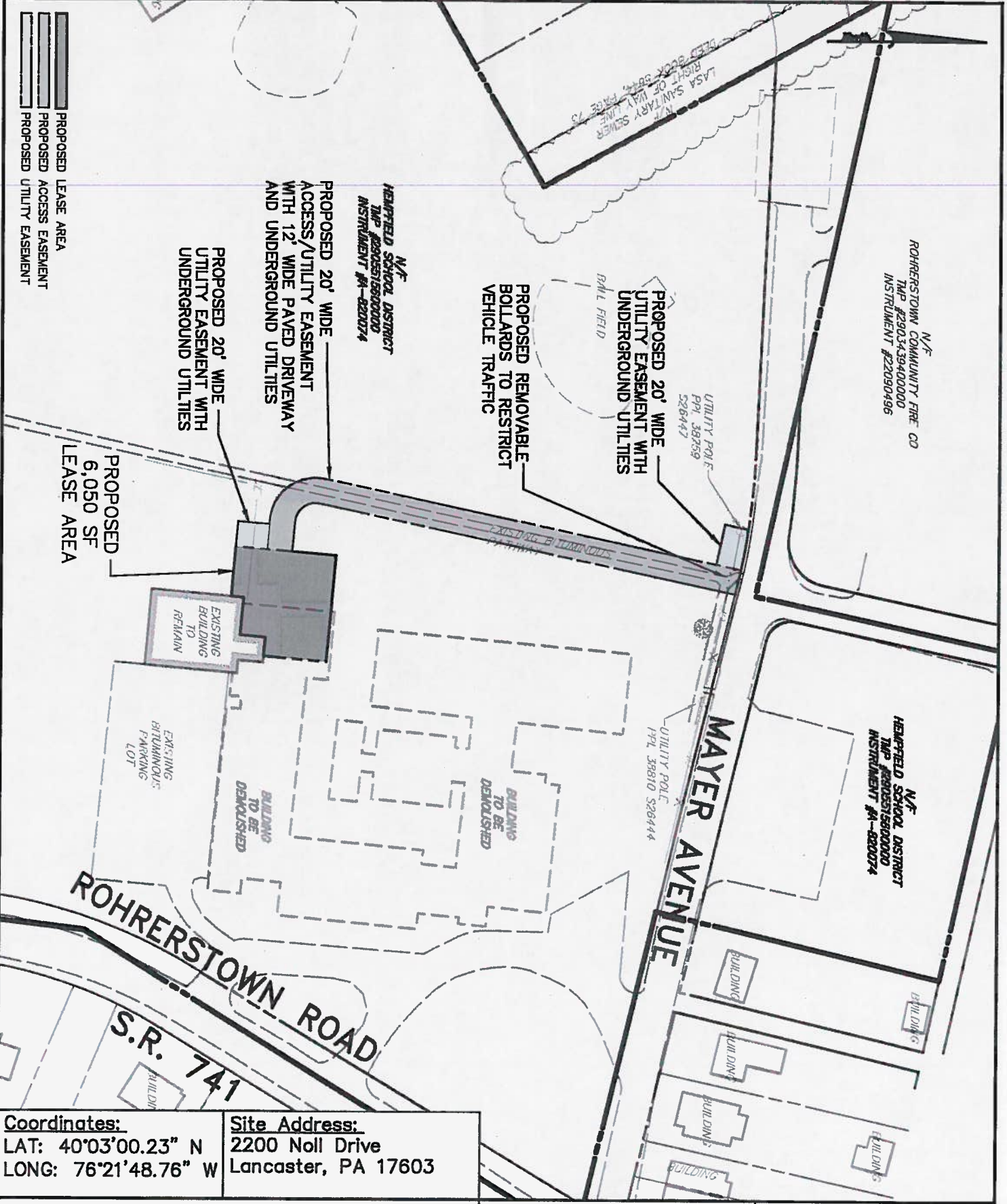
LEASE EXHIBIT A
SHEET 1 OF 2
WHEATLAND

East Hempfield Township Lancaster County, PA

RETTEW.

RETTEW Associates, Inc.
8031 Richard Lane, Suite 111, Mechanicsburg, PA 17068
Phone (717) 697-3881 • Fax (717) 697-6853

DRAWN BY:	RAW
DATE:	06/25/15
SCALE:	1"=250'
DWG. NO.	041802705



Coordinates: LAT: 40°03'00.23" N LONG: 76°21'48.76" W	Site Address: 2200 Noll Drive Lancaster, PA 17603
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**LEASE EXHIBIT A
SHEET 2 OF 2
WHEATLAND**

East Hempfield Township Lancaster County, PA

BETTEW
BETTEW Associates, Inc.
6331 Richard Lane, Suite 111, Mechanicsburg, PA 17055
Phone (717) 667-3551 • Fax (717) 667-3553

DRAWN BY: RAW
DATE: 06/25/15
SCALE: 1"=100'
DWG. NO.: 041802705