

## AGREEMENT

THIS AGREEMENT ("Agreement") is made the 28 day of March, 2002, between The Maryland-National Capital Park and Planning Commission ("MNCPPC"), a public body corporate of the State of Maryland, and Washington D.C. SMSA Limited Partnership, a Virginia limited partnership d/b/a Verizon Wireless, having an office at 180 Washington Valley Road, Bedminster, New Jersey 07921 ("LESSEE").

WHEREAS, CSLP Baysox Club, LLC ("CSLP Baysox Club") leases the Prince George's County Baseball Stadium ("Stadium") from the MNCPPC; and

WHEREAS, MNCPPC entered into an agreement dated November 17, 1997 with APC Realty and Equipment Company, LLC ("Prime Lease") allowing APC Realty and Equipment Company, LLC ("APC") to construct a monopole ("Monopole") at the Stadium; and

WHEREAS, LESSEE will enter into an agreement with APC, or its successors or assigns ("Monopole Agreement") to mount antennas on the Monopole; and

WHEREAS, LESSEE desires to construct and locate its ground-based communications equipment at the Stadium adjacent to the Monopole; and

WHEREAS, the communications equipment to be installed by LESSEE will be of benefit to the patrons of the Stadium and the general public.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. **Premises:**

- a) CSLP Baysox Club, pursuant to the Concession Agreement by and between The Maryland-National Capital Park and Planning Commission and Maryland Baseball LLLP dated June 15, 1993, (the "Concession Agreement"), which Concession Agreement was subsequently assigned to CSLP Baysox Club pursuant to an Asset Purchase and Sale Agreement dated as of August 16, 2000 between the Baysox Baseball Club, LLC and CSLP Baysox Club, leases the real property described in Exhibit A annexed hereto (the "Property") from the MNCPPC. MNCPPC agrees to allow LESSEE to construct a three hundred sixty (360) square foot equipment pad on which to place its equipment building in the space within the Property depicted in Exhibit B annexed hereto (the "Premises"). The Premises shall be used by LESSEE solely for the purposes of installing, operating, maintaining, repairing and replacing the communications equipment described in Exhibit C annexed hereto ("Equipment").
- b) MNCPPC also grants to LESSEE the non-exclusive easement of ingress and egress to use so much of the Property as is reasonably necessary for:
  - i) access to the Property by vehicle or foot; and
  - ii) the installation, maintenance and replacement of requisite wires, cables, conduits and pipes for the installation, operation and maintenance of the Equipment, including but not

limited to run cables from the LESSEE equipment building to the adjacent Monopole on land leased by APC.

2. **Use:**

- a) LESSEE shall restore the Premises to as near original condition as possible upon disturbing the Premises, and shall not leave any Equipment, cables, conduits or pipes exposed where contact may be made by or with the general public.
- b) The Premises shall be used by LESSEE for the installation, maintenance and operation of the Equipment, including, antennas, cabling, and equipment building, which will form part of a wireless communications system licensed by the Federal Communications Commission ("FCC").
- c) LESSEE will provide to MNCPPC a statement stating the manufacturer and model of the Equipment at the time of commencement of this Agreement.
- d) At the time of the commencement of this Agreement and prior to the operation of the Equipment, LESSEE will provide to MNCPPC a copy of the FCC license authorizing the operation of the Equipment.

3. **Term and Commencement Date:**

- a) The initial term of The Agreement shall be five (5) years ("Initial Term"), commencing on the first day of the month following the date all permits required for construction and operation of the Equipment have been issued ("Commencement Date"). In the event that LESSEE has not received all necessary approvals for the use of the Premises within one hundred eighty (180) days from the date first written above either party may terminate this Agreement immediately without further liability hereunder. MNCPPC agrees to extend the time period for LESSEE to obtain all necessary approvals upon LESSEE providing evidence that it has and is continuing to diligently pursue the required approvals.
- b) LESSEE will have the option of renewing this Agreement for three (3) periods of five (5) years each ("Renewal Terms"), upon the same terms and conditions that were in effect during the Initial Term. This Agreement will automatically renew unless, at least sixty (60) days prior to the termination of then existing term, LESSEE notifies MNCPPC of its intention not to permit the Agreement to renew.

4. **Fee:**

- a) The Annual Fee ("Fee") for the each year of the Initial Term of this Agreement shall be Twelve Thousand Dollars (\$12,000.00) and shall be payable in equal monthly installments, in advance, beginning on the Commencement Date of this Agreement.
- b) The Annual Fee for the each year of First Renewal Term shall be Thirteen Thousand Eight Hundred Dollars (\$13,800.00) and shall be payable in equal monthly installments, in advance, beginning on the first day of the First Renewal Term. The Annual Fee for the each year of Second Renewal Term shall be Fifteen Thousand

Eight Hundred Seventy Dollars (\$15,870.00) and shall be payable in equal monthly installments, in advance, beginning on the first day of the Second Renewal Term. The Annual Fee for the each year of Third Renewal Term shall be Eighteen Thousand Two Hundred Fifty-One Dollars (\$18,251.00) and shall be payable in equal monthly installments, in advance, beginning on the first day of the Third Renewal Term.

- c) The Fee shall be paid to MNCPPC at its address set forth in the Notice Section hereof prior to the installation of any Equipment on or disturbance to the Premises.

5. **Real Estate Taxes, Taxes and Operating Expenses:**

- a) LESSEE shall pay any aggregated or proportionate share of increases in real estate or other taxes caused by LESSEE's use of the Property.
- b) At LESSEE's sole cost and expense, LESSEE shall have a separate electric meter installed to measure the electric consumption of its Equipment and LESSEE shall contract with and pay directly to the public utility company for the installation of the electric meter and for any electricity consumed by its Equipment.
- c) Any tax assessment, levy, charge, fee or license ("Assessment") required by reason of the use of the Premises by LESSEE shall be paid in full by LESSEE within thirty (30) days of LESSEE's receipt of any bill evidencing such Assessment, based on LESSEE's proportionate share of the Premises, except LESSEE will have the right to appeal any tax assessments. MNCPPC shall provide LESSEE with a copy of any bill evidencing such Assessment.

6. **Permits and Approvals:**

Upon request, MNCPPC agrees to cooperate with LESSEE in obtaining, at LESSEE's sole cost and expense, any licenses, permits and other approvals required by any federal, state or local authority for LESSEE's use of the Premises and/or the installation and use of the Equipment.

7. **Indemnification:**

- a) LESSEE shall defend, indemnify and save harmless Comcast Spectacor, L.P., CSLP Baysox Club and MNCPPC from and against any and all claims and suits (and all reasonable costs and expenses incidental thereto, including reasonable attorney's fees) for damages arising by reason of any injury or death to any person or persons, or damage to property of Comcast Spectacor, L.P., CSLP Baysox Club or MNCPPC or other person or persons, where such injuries, losses or damage have been caused by any act or omission of LESSEE, its agents, or employees at the Premises, due to the installation, maintenance and operation of its Equipment.
- b) No indemnity of Comcast Spectacor, L.P., CSLP Baysox Club or MNCPPC under this Agreement against liability for damages arising out of bodily injury to persons or damage to property shall apply to any such injury or damage caused by or resulting from the sole negligence of Comcast Spectacor, L.P., CSLP Baysox Club or MNCPPC, their agents or employees to the extent such indemnity would be limited or prohibited by the laws of the State of Maryland.

8. **Compliance with Law:**

- a) LESSEE shall, at its sole cost and expense, comply with all of the requirements of the county, municipal, state, federal and other applicable governmental, authorities, now in force, or which may hereinafter be in force and shall defend, indemnify and save harmless Comcast Spectacor, L.P., CSLP Baysox Club and MNCPPC from any claims or suits arising by reason of LESSEE's failure to comply with such requirements.
- b) The failure of either party to enforce any terms or conditions of this Agreement shall not constitute a waiver of the same or other terms and conditions or otherwise prevent or preclude such party from exercising the rights or remedies hereunder, at law or in equity.
- c) The parties hereto agree that the terms and performances hereof shall be governed by and construed in accordance with the laws of the State of Maryland.

9. **Interference:**

- a) LESSEE warrants that the equipment shall not cause interference to the use of the Property by CSLP Baysox Club or MNCPPC, including but not necessarily limited to interference with radio communications facilities MNCPPC and CSLP Baysox Club warrant and covenant that the proposed use of LESSEE will not, to the best of their present knowledge, information and belief, interfere with the use of the Property by MNCPPC and CSLP Baysox Club.
- b) Neither MNCPPC nor CSLP Baysox Club shall allow any third party use of the Property to cause interference with LESSEE's use hereof. In the event of such interference, MNCPPC or CSLP Baysox Club will take all necessary action to ensure the party causing the interference takes appropriate action to correct and eliminate the interference.

10. **Survey Period:**

After the execution date of this Agreement and prior to the Commencement Date, LESSEE shall have access to the Premises during business hours for the purpose of performing necessary engineering surveys, inspections and other reasonably necessary tests relating to LESSEE's proposed use of the Premises; and LESSEE shall make copies of these surveys, inspections and tests available to MNCPPC and CSLP Baysox Club upon request. And within ten (10) days thereof, LESSEE shall fully restore to its prior condition any portion of the Premises disturbed by LESSEE.

11. **Improvements:**

- a) Installation and maintenance of LESSEE's Equipment shall be done at LESSEE's sole expense using contractors having MNCPPC's and CSLP Baysox Club's prior approval, which approval shall not be unreasonably withheld, delayed or conditioned and shall be in accordance with the standard and requirements by MNCPPC and CSLP Baysox Club, and shall be done under CSLP Baysox Club's supervision and shall be subject to MNCPPC's and CSLP Baysox Club's final written approval, which approval shall not be

activities of MNCPPC and CSLP Baysox Club under this Paragraph, however, shall not constitute the waiver of any term or condition of this Agreement. Scheduling of any and all work shall be coordinated with CSLP Baysox Club.

- b) Installation of the Equipment shall occur during a period of time which shall not interfere with the activities of CSLP Baysox Club or MNCPPC.
- c) MNCPPC and CSLP Baysox Club shall approve or provide reasons for disapproval of LESSEE's construction plan drawings which reflect plans and specifications for installation of the Equipment ("Drawings") within seven (7) days of submission of the Drawings. If MNCPPC and CSLP Baysox Club do not approve of the Drawings or provide reasons for disapproval within seven (7) days, then the Drawings shall be deemed approved.
- d) It is understood and agreed by and between parties hereto that the Equipment shall, unless otherwise agreed in writing, remain the personal property of LESSEE and LESSEE shall have privilege and right to remove the same at any time during the Initial Term or any renewal terms.
- e) LESSEE agrees not to damage the Property or any personal property or fixtures thereon in any way and agrees to repair any damage caused upon notice thereof. The liability for any such damage, if committed, shall be the liability of LESSEE in accordance with the Provisions outlined within Paragraph 7 of this Agreement.
- f) LESSEE shall screen the Premises by using a "slat" fence which design shall be noted on the Drawings.
- g) LESSEE shall not place any fixtures, structures, signs or other improvements on the Premises other than the Equipment.

12. **Maintenance:**

The Equipment shall, at the expense of LESSEE, be kept and maintained at all times in a good state of repair and maintenance and in compliance with all laws, rules and regulations of any and all governmental authorities and LESSEE shall defend, indemnify and save Comcast Spectacor, L.P., CSLP Baysox Club and MNCPPC harmless from any and all claims or suits arising by reason of LESSEE's failure to so keep and maintain the Equipment or to comply with such laws, rules or regulations. Comcast Spectacor, L.P., CSLP Baysox Club and MNCPPC assume no liability for licensing, operation or maintenance of the Equipment.

13. **Restoration:**

LESSEE shall remove the Equipment, as well as its fixtures, structures, signs or other improvements, if any, placed upon the Premises, upon the expiration of the Initial Term or any renewal term of this Agreement or the earlier expiration or termination hereof, whichever first occurs. In performing such removal, LESSEE shall restore the Premises and any personal property and fixtures thereon to as good a condition as they were prior to the installation or placement of such Equipment, fixtures, signs or other improvements, reasonable wear and tear excepted, as determined in the sole opinion of MNCPPC. If LESSEE fails to remove such

Equipment, fixtures, signs or other equipment upon expiration of this Agreement, MNCPPC may, after reasonable notice, not longer than sixty (60) days, remove such Equipment, fixtures, signs or other improvements and LESSEE shall reimburse MNCPPC for the costs of such removal. CSLP Baysox Club and MNCPPC shall not be responsible for the condition or storage of any Equipment removed.

14. **Non-Disturbance:**

In the event the Property is encumbered by a mortgage as of the date of this Agreement, MNCPPC immediately after this Agreement is executed, will request that the holder of each such mortgage execute a non-disturbance agreement to be prepared by LESSEE and MNCPPC shall cooperate with LESSEE toward such end to the extent that such cooperation does not cause MNCPPC additional financial liability or administrative expense.

15. **Insurance:**

LESSEE shall at its own expense during the term of this Agreement maintain commercial general liability insurance and all-risk property insurance with respect to the Premises in which Comcast Spectacor, L.P., CSLP Baysox Club and MNCPPC shall be named as additional insureds with limits of at least Two Million Five Hundred Thousand Dollars (\$2,500,000) combined single limit for both bodily injury and property damage. Such policies shall contain a provision for thirty (30) days notice to the Comcast Spectacor, L.P., CSLP Baysox Club and MNCPPC of any cancellation. Such insurance shall also protect Comcast Spectacor, L.P., CSLP Baysox Club and MNCPPC from any suit, claim or action which may arise from Comcast Spectacor, L.P., CSLP Baysox Club and MNCPPC's liability for damages to LESSEE, except as set forth in Paragraph 7. LESSEE shall provide a certificate extending such insurance to Comcast Spectacor, L.P., CSLP Baysox Club and MNCPPC prior to the Commencement Date of this Agreement.

16. **Access:**

LESSEE will provide to MNCPPC and CSLP Baysox Club on or before the date of this Agreement, a list of all personnel authorized by LESSEE to have access to its Equipment, and will update such list as soon as is reasonably practicable, upon a change in such personnel; provided however, that any personnel not on such list may not enter the Premises. In the alternative to maintaining such a list, however, LESSEE may supply its employees with photographic identification that clearly and prominently identifies LESSEE's employees, agents, or contractors and MNCPPC and CSLP Baysox Club agree to allow LESSEE's employees, agents, or contractors access to the Premises upon presentation of such identification.

17. **Termination:**

- a) Except where immediate termination is provided for under this Agreement, MNCPPC may terminate this Agreement upon written notice to LESSEE of a material breach or default hereunder, after giving thirty (30) days written notice and opportunity to cure or correct the material breach or default, unless such period is expressly extended in writing by the MNCPPC.
- b) LESSEE may terminate this Agreement without further liability hereunder, upon providing thirty (30) days prior notice:

- (i) if LESSEE is unable to maintain any required Approval; or

- (ii) if due to changed circumstances, LESSEE determines for technological reasons, the Premises are no longer suitable for its intended purpose, or
- (iii) if LESSEE determines that any of the Equipment cannot be used without interference from or causing any undue interference to other equipment in the area of the Property.

The Parties acknowledge that this Agreement is contingent upon the execution of a Tower Lease Agreement between APC and LESSEE. If for any reason said Tower Lease Agreement is terminated by either party, this Agreement shall also terminate.

- c) Upon termination of this Agreement pursuant to this Paragraph, LESSEE shall not be entitled to reimbursement of any Fee paid to MNCPPC.

**18. Sale or Mortgage of Property:**

Should MNCPPC, at any time after the execution date of the Agreement, decide to sell, mortgage or encumber all or any part of the Property, such transaction and its documentation will be subject to this Agreement and LESSEE's rights hereunder.

**19. Assignment:**

LESSEE shall have the right to assign this Agreement to any corporation, partnership, or other entity which controls, is controlled by, or is under common control with LESSEE or to any entity resulting from the merger or consolidation with LESSEE or to any entity which acquires all or substantially all of the assets of LESSEE, as a going concern of the business that is being conducted on the Premises (the foregoing being substantially and collectively referred to hereinafter as a "Permitted Assignment"); provided however that in each and every case above:

- a) LESSEE is not then in default of this Agreement,
- b) LESSEE shall give MNCPPC and CSLP Baysox Club written notice of such Permitted Assignment within thirty (30) days prior to the effective date of such transfer,
- c) there is no change in the use of the Premises, and
- d) the Permitted Assignment shall not release LESSEE from any covenant, liability or obligation of LESSEE under this Agreement unless LESSEE's assignment to an assignee specifically provides for assignee's assumption of all obligations of this Agreement as of the date of the assignment, and the assignee shall provide MNCPPC and CSLP Baysox Club, of the assignee's adequate financial wherewithal and credit rating to fulfill the obligations under this Agreement.

**20. Notices:**

Any and all notices or other written communications required or permitted hereunder shall be in writing, sent via courier or mailed postpaid via United States Registered Mail, Certified Mail or overnight Express Mail as follows:

John Danos, General Manager  
CSLP Baysox Club  
4101 Northeast Crain Highway  
Bowie, Maryland 20716

With a copy to:  
Philip Weinberg, Esquire  
Comcast Spectacor, L.P.  
3601 S. Broad Street  
Philadelphia, PA 19148

Washington D.C. SMSA L.P.  
c/o Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attn: Network - Real Estate

The Maryland National Capital Park and Planning Commission  
6600 Kenilworth Avenue, Suite 300  
Riverdale, Maryland 20737  
Attn: Chief, Park Planning and Development Division

with a copy to each of the following:  
The Maryland National Capital Park and Planning Commission  
6611 Kenilworth Avenue  
Riverdale, Maryland 20737  
Attn: Office of the General Counsel

same address  
Attn: Secretary-Treasurer

The date of the receipt of the notice or other written communication  
shall be deemed to be the date of the postmark.

21. **Successors and Assigns:**

- a) This Agreement shall not create for, nor give to, any third party any claim or right of action against either party to this Agreement that would not arise in the absence of this Agreement.
- b) All rights and liabilities under this Agreement shall extend to the successors and assigns of the parties hereto respectively including the MNCPPC.

22. **Title, Authority, Quiet Enjoyment and Environmental:**

- a) MNCPPC hereby represents and warrants that it has full authority to enter into this Agreement.
- b) MNCPPC hereby represents and warrants that, provided LESSEE has made the Fee



payment as required hereunder, and is otherwise in compliance under this Agreement, LESSEE shall have the quiet enjoyment of the Premises.

- c) If the Property or any part thereof is taken by eminent domain or other governmental authority this Agreement shall expire on the date when the Premises shall so be taken and the Fee shall be apportioned as of that date. LESSEE shall have the right to make a separate claim with the condemning authority for the value of the LESSEE improvements and for moving and relocation expenses; provided however, that such separate claim shall not reduce or adversely affect the amount of MNCPPC's award.
- d) MNCPPC represents and warrants that (a) MNCPPC solely owns (or controls by lease or license) the Property as a lot in fee simple, unencumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, agreements of record or not of record, which would adversely affect LESSEE's use and enjoyment of the Premises under this Agreement; and (b) (i) the Property and its uses and operations, the making of this Lease, and MNCPPC's performance of this Lease, to the best of MNCPPC's knowledge, complies, and will comply, with all Laws, and will not violate the provisions of any agreement or encumbrance of any kind under which MNCPPC is a party or is bound or which restricts in any way the disposition or use of the Property; and (ii) the Property has never been used or allowed to be used by MNCPPC or, to the best of MNCPPC's knowledge, any previous owner, to emit (through ground or air), refine, manufacture, generate, produce, store, contain, handle, transfer, process, treat or transport hazardous substances or hazardous wastes, produces or pollutants (collectively called "Hazardous Materials") as defined and regulated under any applicable laws, rules or regulations ("Laws"), including the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C., § 960, *et seq.*), the applicable state law, or any modification or amendment to any such laws. No asbestos, polychlorinated biphenyls or other Hazardous Materials or underground storage tanks exist or will exist on the Property and the Property has never been the subject of any federal or state Hazardous Materials related list, required closure or clean-up of Hazardous Materials. MNCPPC will be solely liable for the clean-up and removal of Hazardous Materials and the restoration of the Property related to Hazardous Materials now and in the future existing on the Property, except to the extent generated by LESSEE's operations, to the condition existing prior to the commencement of any such removal or remediation activity.

MNCPPC will defend, indemnify and hold harmless LESSEE from and against any and all liabilities, damages, losses, costs, assessments, penalties, fines, expenses and fees, including reasonable legal fees, related to MNCPPC's breach of any of the above representations and warranties. This indemnify specifically includes costs, expenses, and fees incurred by LESSEE in connection with any investigation of Property conditions or clean-up, removal or restoration of the Property related to Hazardous Materials required by any governmental authority. This indemnification will survive the termination of this Lease.

**23. Entire Agreement:**

This Agreement is the entire agreement between the parties on the subject matter to which it applies.

24. **Time is of the Essence:**

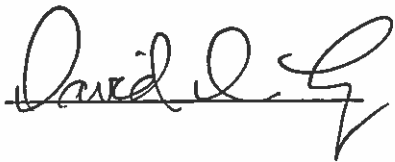
Time is of the essence in all terms of this Agreement.

25. **Miscellaneous:**


- a) Any and all rights and remedies hereunder are cumulative and are in addition to such other rights and remedies as may be available at law or in equity.
- b) This Agreement grants a right to make the improvements and use described herein only, revocable or terminable under the terms and conditions herein, and does not grant any lease, license, easement or other interest in real estate.

IN WITNESS WHEREOF, The parties hereto, consenting to be legally bound, have placed their hands and seals below as of the date set forth hereinabove.

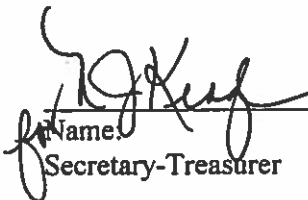
WITNESS:




Washington D.C. SMSA Limited Partnership  
d/b/a Verizon Wireless  
BY: Celco Partnership, its managing general partner

By:   
Richard J. Lynch  
Its: Executive Vice President and  
Chief Technical Officer  
Date: 2/2/02


ATTEST:

  
Name: \_\_\_\_\_  
Secretary-Treasurer

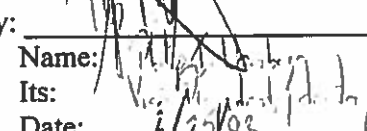
The Maryland-National Capital Park and Planning  
Commission

By:   
Trudye Morgan Johnson  
Its: Executive Director  
Date: \_\_\_\_\_

CONSENTED TO:

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

CSLP Baysox Club, LLC  
By: Comcast Spectacor, L.P., its sole member  
By: Bryn Mawr Realty Corp., General Partner

By:   
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: 2/2/02

**EXHIBIT A**

**PROPERTY**

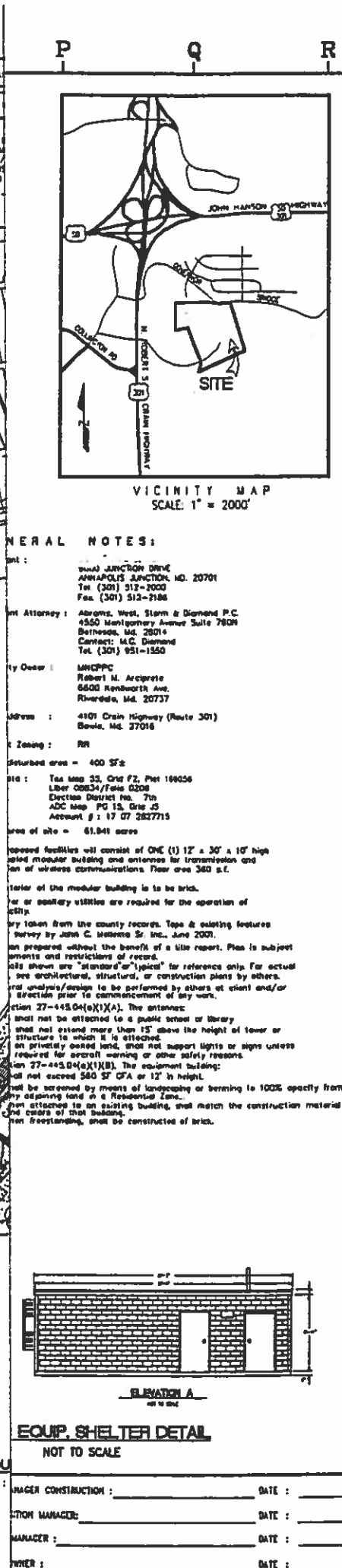
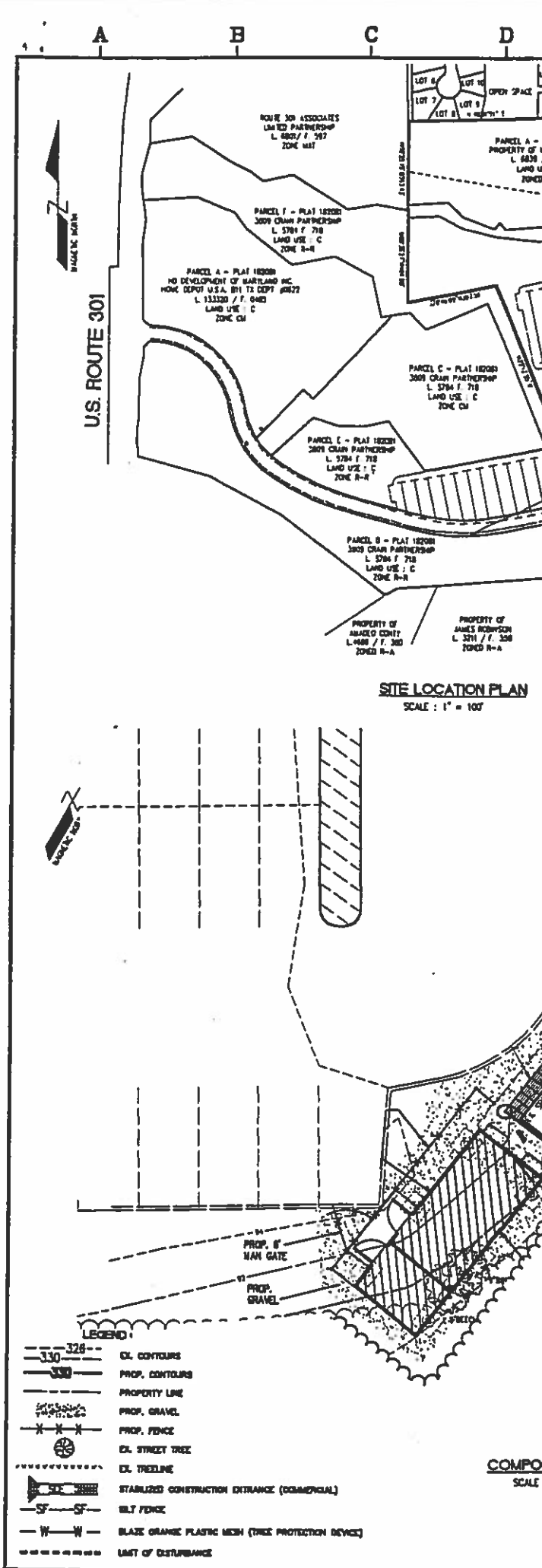
The street address of the Property is:  
4101 NE Crain Highway  
Bowie, Maryland 20716

The Assessor's Parcel Number is:

7-2827715

The Property is recorded among the Land Records of Prince George's County, Maryland at:

Liber 8834  
Folio 206



**PREPARED BY:**

**American Land Development and Engineering, Inc.**

**12740 MONTGOMERY AVE.**  
BETHESDA, MD. 20814  
TEL. (301) 440-7043  
FAX. (301) 440-7043

**Exhibit "B"**

**P.G. STADIUM (SITE # WANMPTPES)**

**PRINCE GEORGES CO., MD.**

REVISION	DESCRIPTION	DATE
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		

**LAST REV.:**

**PROJECT NO.:**

**DATE:**

**SCALE: AS NOTED**

**TITLE:**

**SITE PLAN**

**SP | OF |**

ANTENNA TO BE INSTALLED ON TOWER:

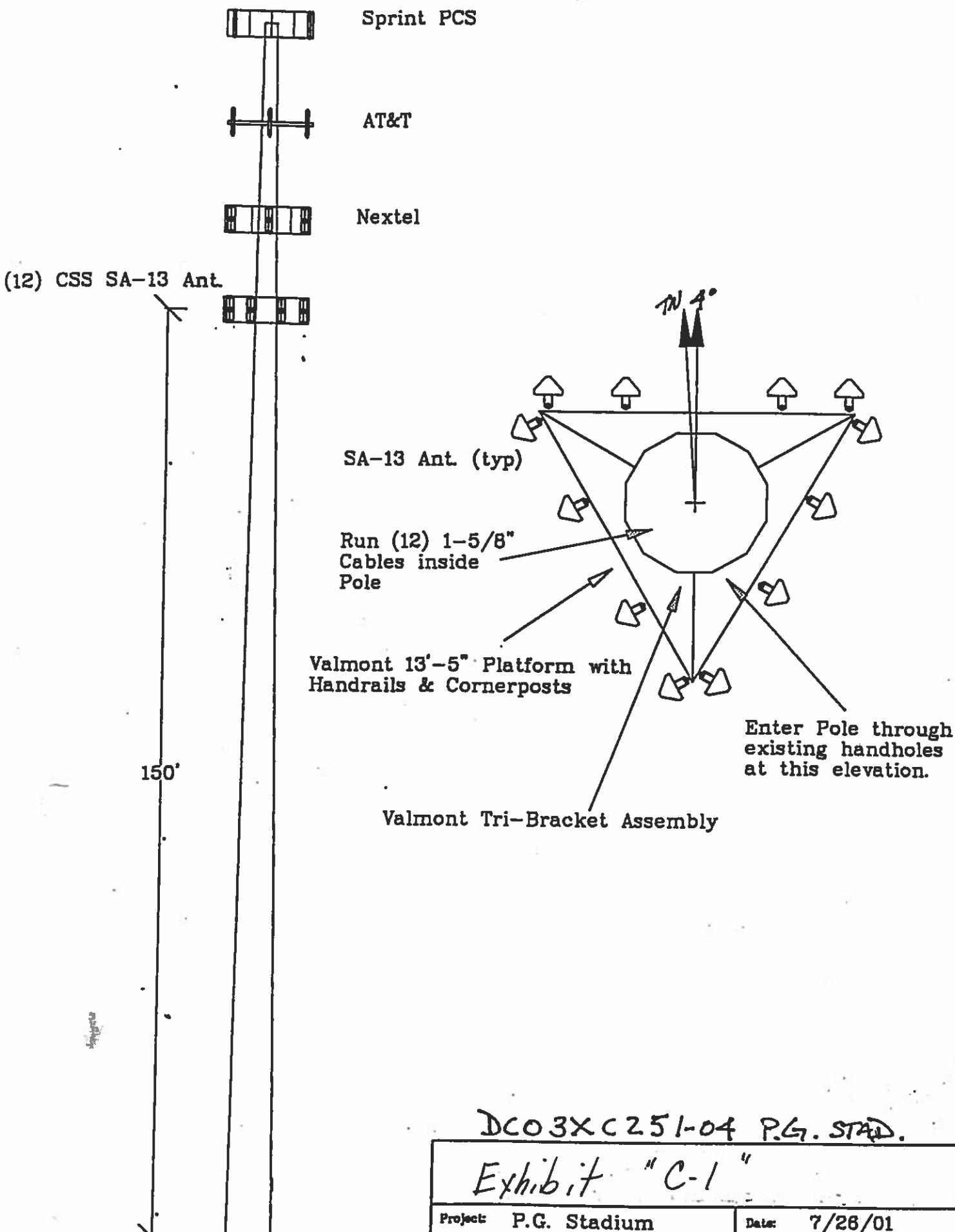
Manufacturer and Type:	CSS SA-13
Number of Antennas:	Twelve (12).
Weight and Height:	28.5 lbs.; 48" x 14" x 9"
Transmission Line Mfr. and Type No.:	Cellwave 1-5/8" coax.
Diameter and Length of Transmission Line:	Diameter 1-5/8" Length of transmission line to be determined.
Height of Twelve (12) Antennas on Tower:	Antenna Center Line of One Hundred Fifty Feet (150') Above Ground Level.
Tower leg:	NO LEG (Monopole)
Direction of Radiation:	4* 124* 244*
Rated Power:	100 watts per channel
Transmit Frequency:	880-894 MHz
Receive Frequency:	835-849 MHz

TRANSMITTER EQUIPMENT IN BUILDING:

Manufacturer:	Lucent
Model Number:	Mod Cell Flerant
Power Output (WATTS):	Max 20 W ERP per channel.



Exhibit "C"



DC03XC251-04 P.G. STAD.

Exhibit "C-1"