

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT ("**Lease**"), made on this [] day of [], 2025 ("**Effective Date**"), by North Shore Networks, LLC, a New York limited liability company ("**NSN**" or "**Tenant**"), as agent of Orleans County, a duly organized New York State Municipal Corporation (the "**County**"), and the Village of Albion, a duly organized New York State Municipal Corporation ("**Landlord**").

WITNESSETH:

WHEREAS, Landlord is the owner of certain real property ("**Property**") located at 961 Wilson Road, Waterport, NY 14517;

WHEREAS, Landlord desires to lease a portion of said Property containing approximately 1,350 square feet, as described in the attached **Exhibit A** (the "**Leased Premises**") to Tenant; and

WHEREAS, Tenant seeks to enter this Lease as agent of the County. Tenant in its role as agent of the County shall perform all responsibilities and obligations set forth herein.

NOW THEREFORE, Landlord hereby grants to Tenant the right to lease said Leased Premises pursuant to the Lease set forth below in accordance with the rights and covenants herein:

1. **Lease.** Landlord hereby leases to Tenant the Leased Premises, together with a nonexclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, for the installation, operation, maintenance and replacement of wireless communications equipment.
2. **Term.** The initial lease term will be ten (10) years (the "**Initial Term**"), commencing on the Effective Date. The Initial Term will terminate on the tenth (10th) anniversary of the Effective Date. This Lease will automatically renew for five (5) additional one (1) year term(s) (each additional one (1) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions set forth herein unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Lease at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Extension Term.
3. **Rent and Payment.** Tenant shall pay to Landlord \$[] ("**Rent**") on the first day of the month following the date Tenant commences installation of the Tenant Facilities (as hereinafter defined) at the Leased Premises, and on the first day of each month thereafter, during the Initial Term and any subsequent Extension Term(s). If the Effective Date and the termination date of this Lease do not occur on the first or last day of a month, respectively, the Rent for such partial period shall be prorated by multiplying the monthly Rent by a fraction, the numerator of which is the

number of days of the applicable partial month during in the term and the denominator of which is the total number of days in the same calendar month. Alternatively, Tenant may pay the annual total Rent in advance at its discretion. In the event of early termination, either for default or by Tenant for convenience, any prepaid Rent shall be returned to Tenant on a prorated basis. Tenant shall make such payment to the address set forth below, or such other addresses Landlord shall designate by written notice:

Village of Albion
35-37 East Bank Street
Albion, NY 14411

4. **Use.** From and after the Effective Date, the Leased Premises may be used by Tenant for any lawful activity in connection with the provision of wireless communication services. Tenant shall have the right to perform all inspections and tests as Tenant may deem necessary for the duration of the Term. Landlord agrees to cooperate with Tenant in making applications for and obtaining all licenses, permits, and all other necessary approvals that may be required for Tenant's intended use of the Leased Premises ("**Use**").

5. **Tenant Facilities.**

- 5.1. Tenant shall have the right to construct, erect, maintain, replace, remove, operate and upgrade on the Leased Premises wireless communications facilities, including an antenna tower and foundation, supporting equipment and structures (the "**Tenant Facilities**").
- 5.2. Tenant shall have the right to do all work necessary to prepare, maintain and alter the Leased Premises for Tenant's construction and installation of the Tenant Facilities.
- 5.3. The County shall hold title to the Tenant Facilities. All Tenant Facilities shall remain the County's personal property and are not fixtures.
- 5.4. Tenant, Tenant's employees, agents, and contractors shall have pedestrian and vehicular access to the Leased Premises without notice to Landlord twenty-four (24) hours a day, seven (7) days a week, at no charge ("**Access**").
- 5.5. At all times throughout the Initial Term and Extension Term(s) of this Lease, Tenant, Tenant's employees, agents, and contractors shall have Access to and over the Property, from an open and improved access road to the Leased Premises, for the installation, maintenance and operation of the Tenant Facilities and any utilities serving the Leased Premises. Landlord grants to Tenant an easement over the Property for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for

such Access. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right.

- 5.6. Tenant shall relocate the Tenant Facilities within the Leased Premises upon the written request of Landlord detailing the need for relocation once and only once throughout the Initial Term and any Extension Term(s), provided that the new location is within the boundaries of the Property and the proposed relocation site is technically feasible (including zoning compliant) in Tenant's sole determination to maintain similar coverage. Landlord shall pay all costs and expenses associated with the relocation.
6. **Termination by Tenant for Convenience.** Tenant may terminate this Lease, for any cause whatsoever, by giving thirty (30) days' advance, written notice, provided that should any condition of the Leased Premises render it impossible or impractical for Tenant's Use (as determined in Tenant's sole discretion) Tenant may terminate this Lease immediately. Upon such termination, this Lease shall become null and void and all parties shall have no further obligations to each other, including the payment of money, except for such provisions that expressly survive the termination of this Lease.
7. **Removal of Tenant Facilities.** Upon termination of this Lease, Tenant shall have one hundred twenty (120) days to vacate the Leased Premises and remove the Tenant Facilities.
8. **Insurance.** NSN, both individually and as an agent of the County, and the County shall purchase and maintain general liability insurance policies which will provide a combined single limit of One Million Dollars (\$1,000,000).
9. **Taxes.** Tenant shall be responsible for paying any and all property taxes attributable to the Tenant Facilities on the Leased Premises.
10. **Default.**
 - 10.1. The following shall be deemed a default by Tenant and a breach of this Lease: non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay. Tenant shall not be in default if Tenant has commenced to cure such default within such period. If Tenant remains in default beyond the thirty (30) day cure period, Landlord will have the right to exercise any rights available to it under law and equity.
 - 10.2. The following shall be deemed a default by either party and a breach of this Lease: failure to perform any term, condition or breach of any covenant under this Lease within thirty (30) days after receipt of written notice from the other party specifying the failure, provided, however, that if more than thirty (30) days are required in order to cure such breach, the defaulting party shall have

a reasonable period of time necessary, not to exceed more than ninety (90) days, to cure such a default if the defaulting party shall have commenced and is diligently pursuing corrective action within such initial thirty (30) days. If the party remains in default beyond the thirty (30) day cure period or any additional cure periods, the other party will have the right to exercise any and all rights available to it under law and equity.

11. **Remedies.** In the event of a breach or default of this Lease by Tenant resulting in damages, Landlord shall first seek any remedies against NSN, as agent of the County, before seeking any remedies against the County.
12. **Force Majeure.** Neither party shall be deemed to be in default of any provision of this Lease or liable for failures in performance resulting from acts or events beyond the reasonable control of such party. Such acts shall include but not be limited to acts of God or the public enemy, civil or military authority, civil disturbance, war, strikes, fires, other catastrophes, pandemics or public health emergencies, or other 'force majeure' events beyond a party's reasonable control; provided, however, that this provision shall not relieve either party of the obligation to make rental payments or refunds, or other payments when due and shall not preclude Tenant from terminating this Lease as permitted hereunder, regardless of any 'force majeure' event occurring to Landlord.
13. **Sale of Property.** Should Landlord, during the term of this Lease, decide to sell all or any part of its real property which is any part of the Leased Premises to a purchaser other than Tenant or the County, such sale shall be under and subject to this Lease and Tenant's rights hereunder. Landlord agrees not to sell, lease or use any areas of the larger parcel upon which the Leased Premises is situated for placement of other communications facilities if, in Tenant's sole judgment, such installation would interfere with use of the Tenant Facilities. Landlord shall provide prompt notice to Tenant of the name and contact information of the new landlord upon completion of the sale.
14. **Covenant of Quiet Enjoyment.** Landlord covenants that so long as Tenant shall pay rent and observe all other terms of this Lease as provided herein, Tenant shall hold and enjoy the Leased Premises free from any hindrance or claim by Landlord or by any person(s) claiming under Landlord.
15. **Covenant of Title.** Landlord covenants it is the owner of fee simple title to the Property and Leased Premises, and there are no unrecorded leases, easements, encumbrances, liens, judgments, or other impediments of title on the Leased Premises.
16. **Assignment.** Tenant shall not assign this Lease or sublease the Leased Premises in whole or in part without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Upon approval by Landlord of such assignment, and full assumption by the assignee, Tenant shall be relieved of

all liabilities and obligations under this Lease, to the extent of such assignment. This Lease shall be binding upon and shall inure to the benefit of and be enforceable by, the parties hereto and their respective successors and assigns.

17. **Notices.** All notices required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given upon delivery, if delivered in person, or on the third business day after mailing, if mailed by certified mail, return receipt requested, or if by reputable overnight delivery service, on the second business day after the sending thereof.

Such notices shall be addressed as follows:

North Shore Networks, LLC (as agent for Orleans County)

Name: Kevin Reagan

Title: Partner

Address: PO BOX 2, Medina, NY 14103

Telephone number: (802) 989-5549

E-Mail Address: kevin@northshorenetworks.net

With a copy to:

Name: David Bronston

Title: Special Counsel, Phillips Lytle LLP

Address: 620 Eighth Avenue, New York, NY 10018

Telephone number: (212) 508-0470

E-Mail Address: dbronston@phillipslytle.com

Village of Albion

Name: Tracy Vanskiver

Title: Village Clerk

Address: 35-37 East Bank Street, Albion, NY 14411

Telephone number: (585) 589-9176

E-Mail Address: tvanskiver@villageofalbionny.com

With a copy to:

Name: John Gavenda

Title: Village Attorney

Address: []

Telephone number: []

E-Mail Address: adajohng@gmail.com

18. **Binding Agreement.** This Lease shall extend to and bind the heirs, personal representatives, permitted successors and assigns of the parties hereto.
19. **Governing Law.** This Lease shall be governed, construed and enforced in accordance with the laws of the State of New York.

20. **Entire Agreement.** It is agreed and understood that this Lease contains all agreements, promises and understandings between Landlord and Tenant and that no verbal or oral agreements, promises or understandings shall be binding upon either Landlord or Tenant in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Lease shall be void and ineffective unless made in writing and signed by the parties.
21. **Counterparts and Electronic Signature.** This Lease may be signed in counterparts, which counterparts shall be deemed originals for all purposes, and which together shall be deemed one agreement. This Lease may be executed by original, facsimile or electronic signatures and such signatures will be considered binding for all purposes.
22. **Memorandum of Ground Lease.** Contemporaneously with the execution of this Lease, the parties will execute a recordable Memorandum of Ground Lease substantially in the form attached as **Exhibit B.** Either party may record this Memorandum of Ground Lease at any time during the Initial Term or subsequent Extension Term(s). Thereafter, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Ground Lease.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed the day and year first above written.

NORTH SHORE NETWORKS, LLC
(as agent for Orleans County):

VILLAGE OF ALBION:

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT A
Description of Leased Premises

The Leased Premises are located within a parcel of land located at 961 Wilson Road, Waterport, NY 14517 in the County of Orleans, under the zoning jurisdiction of the Town of Carlton. The Leased Premises consist of a rectangular area measuring forty-five feet (45') by thirty feet (30') on the north side of the Property, to be used for the installation and operation of a wireless broadband telecommunications facility, including all associated equipment and infrastructure.

Tenant shall also construct a gravel drive as an easement on the Property to provide vehicular and utility access to and from the Leased Premises (the "**Access Easement**"). The Access Easement shall measure approximately three hundred feet (300') in length and twelve feet (12') in width, extending east between the Leased Premises and Oak Orchard on the Lake Road.

The Leased Premises and Access Easement described above are depicted in the map on the following page.

EXHIBIT B

MEMORANDUM OF GROUND LEASE

THIS MEMORANDUM OF GROUND LEASE (this "Memorandum") is made as of [____], 2025 (the "Effective Date") by and between the Village of Albion, a duly organized New York State Municipal Corporation ("Landlord"), and North Shore Networks, LLC, a New York limited liability company ("Tenant").

WITNESSETH:

Landlord and Tenant have entered into a Ground Lease Agreement dated [____], 2025 (the "Lease") with respect to the Leased Premises (described below). The Lease contains the following terms:

1. Name and Address of Landlord:
Village of Albion
35-37 East Bank Street
Albion, NY 14411
2. Name and Address of Tenant:
North Shore Networks, LLC (as agent for Orleans County)
PO BOX 2
Medina, NY 14103
3. Leased Premises: The portion of real property located at 961 Wilson Road, Waterport, NY 14517, containing approximately 1,350 square feet, as more particularly described in Exhibit A attached hereto and in the Lease (the "Leased Premises").
4. Term: The Initial Term (as defined in the Lease) commenced on [____], 2025 and will terminate after ten (10) years. The Lease will automatically renew for five (5) additional (1) year Extension Terms (as defined in the Lease), unless Tenant notifies Landlord in writing of Tenant's intention not to renew the Lease at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Extension Term.
5. Memorandum Only: This Memorandum describes only selected portions of the Lease, and reference must be made to the text of the Lease for the full terms and conditions.
6. Counterparts/Recording: This Memorandum may be signed in counterparts, which counterparts shall be deemed originals for all purposes, and which together shall be deemed one agreement. This memorandum shall be recorded in the Orleans County Clerk's Office.

[SIGNATURE PAGE FOLLOWS]

This Memorandum has been duly executed by Landlord and Tenant on the day and year first above written.

VILLAGE OF ALBION

By: _____
Name: _____
Title: _____

Date: _____, 2025

NORTH SHORE NETWORKS, LLC (as agent for Orleans County)

By: _____
Name: _____
Title: _____

Date: _____, 2025

STATE OF NEW YORK)
) SS.:
COUNTY OF)

On the _____ day of _____ in the year 2025, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) SS.:
COUNTY OF)

On the _____ day of _____ in the year 2025, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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