

AGREEMENT

This Agreement is made, and shall be effective, as of the last date of the signatures below, (“Agreement”) between County of Passaic, with a principal address of 401 Grand Street, Paterson, NJ 07505, ("Licensor") and New York SMSA Limited Partnership d/b/a Verizon Wireless, with a principal address of One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) ("Licensee").

1. Licensor hereby grants unto Licensee a license to use a 50’ by 50’ parking area next to existing County tower located off Park Road, Paterson, New Jersey 07503 ("Property"), which is more particularly described on Exhibit A attached hereto and made a part hereof, together with the right to place upon the Property a communications facility (“Facility”). Licensor also grants unto Licensee the non-exclusive right-of-way for ingress and egress, 7 days a week, 24 hours a day, on foot or motor vehicle, including trucks. Said right-of-way and Property are generally described on Exhibit A attached hereto and made a part hereof. Further, Licensee shall have the right to install and maintain conduits, pipes, cables and wires to its Facility within the Property as necessary to supply utility service and power to the Facility or as otherwise needed to service the Facility as reasonably determined by Licensee.

2. The term of this Agreement shall be for the period from July 1, 2025 through and including August 23, 2025.

3. In consideration for the rights granted herein, Licensor’s Property will receive the benefits of enhanced wireless communications arising from operation of the Facility.

4. Licensee reserves the right to terminate this Agreement on 30 days written notice and upon such termination, Licensee will remove all of its equipment and improvements and restore the Property to its original condition, normal wear and tear excepted.

5. Licensors and Licensees shall indemnify, defend and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other party, or its employees, contractors or agents. Licensee shall maintain at its own expense during the term of this Agreement, commercial general liability insurance with a combined single limit of \$1,000,000.00 for bodily injury and property damage. Licensee shall provide a certificate of insurance to Licensors as proof of said coverage which shall contain a provision for 30 days' notice of cancellation to Licensors. Except with respect to the indemnification set forth in this paragraph, neither party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

6. Licensors covenants that Licensee, upon performing the covenants set forth herein, shall peacefully and quietly have, hold and enjoy the Property. Further, Licensors covenants that Licensors is seized of good and sufficient title and interest to the Property and has full authority to enter into this Agreement.

7. This Agreement may be sold, assigned or transferred by Licensee to Licensee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Licensee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization, without

Licensee Site Name: Passaic Fair COW
Licensee MDG Location ID: 5000970697

the consent of Licensor. As to any other parties, any sale, assignment or transfer must be with the written consent of Licensor, which consent shall not be unreasonably withheld.

8. All notices hereunder must be in writing and shall be sent certified mail, return receipt requested, to:

Licensor: County of Passaic
401 Grant Street
Paterson, NJ 07505

Licensee: Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

With a copy to: Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, New Jersey 07920

[Signature page to follow]

Licensee Site Name: Passaic Fair COW
Licensee MDG Location ID: 5000970697

IN WITNESS WHEREOF, this Agreement is effective and entered into as of the date last written below.

LICENSOR:

County of Passaic

By: _____

Name: _____

Title: _____

Date: _____

LICENSEE:

New York SMSA Limited Partnership
d/b/a Verizon Wireless
By Cellco Partnership, Its General Partner

By: _____

Name: _____

Title: _____

Date: _____