

**Mayor and Council of Federalsburg**  
**Monday, April 3, 2023**  
**Executive Session for Legal Advice @5:15**  
**Public Hearing and Monthly Business Meeting @ 6:00 P.M.**

This Meeting is being held at the Town Hall Second Floor Meeting Room located at 118 North Main Street. Citizens who wish to participate by video shall follow directions listed below:

**Join Zoom Meeting**

**<https://us02web.zoom.us/j/88995298066?pwd=WENSdmlOUmxmQkJsdDAwU3BvVGszdz09>**

**Meeting ID: 889 9529 8066**

**Passcode: TOFBusi**

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**Agenda**

**I. Call to Order**

**II. Public Hearing on Resolution 2023 – 01 A RESOLUTION OF THE MAYOR AND COUNCIL OF FEDERALSBURG AMENDING ARTICLE I OF THE FEDERALSBURG TOWN CHARTER TO REDUCE THE RESIDENCY DURATION REQUIRED TO QUALIFY AS A CANDIDATE FOR ELECTION FROM THREE YEARS TO ONE YEAR AND TO ESTABLISH A FOUR YEAR TERM FOR THE MAYOR AND COUNCIL**

**Public Hearing on Resolution 2023 – 04 A RESOLUTION OF THE MAYOR AND COUNCIL OF FEDERALSBURG AMENDING ARTICLE II OF THE FEDERALSBURG TOWN CHARTER TO CHANGE THE DATE OF THE ELECTION FROM SEPTEMBER TO NOVEMBER, ESTABLISH LEGISLATIVE DISTRICTS, AND EXTEND THE TERM OF MAYOR FROM TWO YEARS TO FOUR YEARS**

**Public Hearing on Resolution 2023 – 05 A RESOLUTION OF THE MAYOR AND COUNCIL OF FEDERALSBURG AMENDING ARTICLE III OF THE FEDERALSBURG TOWN CHARTER TO REDUCE THE RESIDENCY DURATION REQUIRED TO QUALIFY AS A CANDIDATE FOR ELECTION FROM THREE YEARS TO ONE YEAR AND TO CHANGE**

**THE FIRST MEETING OF THE MAYOR AND COUNCIL FROM  
OCTOBER TO DECEMBER FOLLOWING AN ELECTION**

- III. Welcome, Pledge of Allegiance, and Invocation – Pastor Ray Parsons**
- IV. Approval of Minutes**
- V. Public Comment**
- VI. Action on Resolution 2023 – 01**
- VII. Action on Resolution 2023 – 04**
- VIII. Action on Resolution 2023 – 05**
- IX. Marina Park Wetlands Project - Accept Lowest Responsible Bid of \$172,974.42 from Unity Landscape and Direct Town Attorney to Initiate Contract Discussion**
- X. Cell Tower Lease Sale - Accept Highest Offer of \$310,000 from Everest Infrastructure Partners and Direct Town Attorney to Initiate Contract Discussion**
- XI. McConnell Property Easement**
- XII. Mayor & Council Action Items**
  - \* Councilmember Windsor**
  - \* Councilmember Sewell**
  - \* Councilmember Phillips**
  - \* Councilmember Willoughby**
  - \* Mayor Abner**
- XIII. Adjournment**

**NOTES:**

**THE MEETINGS ARE BEING RECORDED, PLEASE TURN OFF ALL CELLULAR DEVICES AND PAGERS DURING THE MEETING, PLEASE REMAIN QUIET, UNLESS ADDRESSING THE COUNCIL.**

**Please Note:** Pursuant to the Annotated Code of Maryland, State Government Article Section 10-508(a), the Council by majority vote may retire to executive or closed session at any time during the meeting. Should the Council retire to executive or closed session; the chair will announce the reasons and a report will be issued at a future meeting disclosing the reasons for such session. Meetings are conducted in Open Session unless otherwise indicated. All or part of Mayor and Council meetings can be held in closed session under the authority of the state open meetings law by vote of the Mayor and Council.

### **Rules for Public Comment**

The Mayor and Council invite and welcome comments at public meetings. The Mayor or presiding officer will recognize you. Please introduce yourself at the podium (spelling your last name, for recording purposes) and give the name of your street and block number (e.g., 100 block of Main Street).

Time limits for speaking are indicated on the meeting agenda. While speaking, please maintain a courteous tone and avoid personal attack.

**Mayor & Council of Federalsburg**  
**Monday, March 6, 2023**  
**6:00 pm**

The Mayor & Council of Federalsburg held their regular monthly meeting on Monday, March 6, 2023 at 6:00 pm, in the Mayor & Council meeting room located at Town Hall. Those in attendance were Mayor Abner and Councilmembers Sewell, Phillips, Windsor and Willoughby (via Zoom). Lyndsey Ryan, Town Attorney, staff and members of the public were also present.

Mayor Abner called the meeting to order at 6:00 pm, welcomed all guests present and led the group in the pledge of allegiance.

**Prayer of Invocation**

Pastor Stanford Ricks led the group in the prayer of invocation.

**Approval of Previous Month's Minutes**

Councilmember Sewell made a motion seconded by Councilmember Phillips and unanimously passed by a vote of five to zero approving the minutes from the previous months meeting as corrected.

**Bi-Centennial Honorees**

Mayor Abner announced the Bi-Centennial Community and Legacy honorees as follows:

Stanford Ricks – Community Honoree

Mr. John Disharoon – Legacy Honoree

Mayor Abner also read a biography on each honoree, regarding their lives and accomplishments.

**Public Comment**

Sharon LeCompte – proxy for Troup Lord (resident at 301 Vesper Avenue) – Mr. Lord would like something done about the runoff beside his property, which has severely eroded his land. Mayor Abner was familiar with this matter and discussed other representatives that Ms. LeCompte and Mr. Lord have spoken with from other agencies. Ms. LeCompte agreed to share this info with Mayor Abner and she would look into it further.

**Charter Election Amendments**

Lyndsey Ryan, Town Attorney reviewed the resolutions that were introduced at the meeting from last month. She stated that the Mayor and Council would be rescinding Resolutions No. 2023-02 and 2023-03, but would proceed with Resolutions No. 2023-01, 2023-04 and 2023-05.

Councilmember Sewell made a motion seconded by Councilmember Windsor and unanimously passed by vote of five to zero to introduce Resolution No. 2023-04 and schedule a public hearing for April 3<sup>rd</sup>, 2023.

Councilmember Phillips made a motion seconded by Councilmember Windsor and unanimously passed by vote of five to zero to introduce Resolution No. 2023-04 and schedule a public hearing for April 3<sup>rd</sup>, 2023.

### **Residential Trash Collection – Review Request for Proposal**

Town Manager DiRe reported that the short term contract with Bigg Tyme Garbage Collection would be ending in the spring. He stated that an RFP should be issued for garbage services for the town, and he has provided copies to the Mayor and Council of the same RFP that was presented last time with updated numbers and dates.

Town Manager DiRe reported that there are approximately 1,150 collection sites and the apartment complexes have expressed an interest to remain with the Town.

Councilmember Sewell made a motion seconded by Councilmember Windsor and unanimously passed by a vote of five to zero authorizing the Town Manager to proceed with posting the new RFP for garbage collection services.

### **115-117 N. Main Street Project Bid Results**

Town Manager DiRe reported that the Town received funds some time ago for repairs/renovations to the town's restaurant property on North Main Street. Bids were requested but none were received. Mr. DiRe asked for direction from the Mayor and Council if they would like to choose a contractor and hire out the services or return the grant funds to the funding agency. DHCD is willing to extend the grant period if the Town would like to find a contractor and hire out the services.

After some discussion, it was agreed that the Town Manager should proceed with trying to find a contractor to complete the work and review the list of repairs to put in priority order.

### **Marina Park Wetlands Project Bid Results –**

Town Manager DiRe reported that he met with representatives from DNR and potential bidders to discuss this project. This project would be the first phase to improving stormwater management and reducing the nitrogen and phosphorus runoff into the Marshyhope Creek.

This budget cap for this project is \$175,497, funded by DNR through the Chesapeake and Atlantic Bay Funds, with a match from the Town of \$500. Sealed bids were collected today and the Town received two in the amounts of \$202,435 and \$172,975.

### **Small Business Revolving Loan Fund and Sustainable Communities Update –**

Town Manager DiRe gave a brief summary of the status of the Small Business Revolving Loan and Sustainable Communities programs. Town Manager has had conversations with CDBG about closing the Small Business Loan Program and the funds remaining. If the Town keeps the program it would have to be completely revamped and realigned. Discussions are continuing about funds remaining and what the Town would be able to spend those funds on.

### **Fiscal Year 2023-24 Budget Update**

Town Manager DiRe gave the Mayor and Council a draft budget summation and reviewed departmental requests for fiscal year 2023-2024.

There was discussion about revenue being generated from speed cameras, monies for road paving and ARPA funds, sidewalk replacements and various other areas of the proposed budget.

### **Mayor & Council Action Items**

**Councilmember Windsor** – Nothing at this time.

**Councilmember Sewell** – Councilmember Sewell reported that the Bi-Centennial kick-off event held last Saturday was fabulous. The decorated sturgeons are on display at the FHS Museum, which is open on Saturdays. She stated they are all beautiful and encouraged everyone to stop and see them.

She also reported that Caroline County Commissioners will start holding public budget hearings on Tuesday, March 14<sup>th</sup> at PFVC. Discussions will include regular business items, budget and tax differential. Everyone is welcome and encouraged to attend.

**Councilmember Phillips** – Councilmember Phillips congratulated the 2 wrestlers from CRHS on their 1<sup>st</sup> and 2<sup>nd</sup> place wins at the State Championship.

**Councilmember Willoughby** – zoom – Councilmember Willoughby had nothing at this time.

**Mayor Abner** – Mayor Abner reiterated what Councilmember Sewell stated about the Bi-Centennial event. She also stated that the photo/scavenger hunt was very successful. There were 12 spots to take pics with your phone and post on Facebook and turn in sheets. Prizes were gift cards for selected winners.

Mayor Abner also reported that they are working on video to allow residents to vote for their favorite fish. Please watch the website – details will be available soon.

The next Bi-Centennial event will be on May 20<sup>th</sup>. There will be food, vendors, rides and fireworks. Please watch for more details on this event also.

### **Request for Executive Session – Personnel & Legal Advice**

Councilmember Sewell made a motion seconded by Councilmember Windsor and unanimously passed by a vote of five to zero to go into closed session at 6:49 pm to discuss personnel matters and legal advice.

The meeting reconvened at 7:55 pm. Mayor Abner reported that no action was taken.

### **Adjournment**

Councilmember Windsor made a motion seconded by Councilmember Phillips and unanimously passed by a vote of five to zero to adjourn the meeting at 7:57 pm.

Respectfully submitted,

Kristy L. Marshall  
Clerk - Treasurer

**RESOLUTION NO. 2023-01**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF  
FEDERALSBURG AMENDING ARTICLE I OF THE FEDERALSBURG  
TOWN CHARTER TO REDUCE THE RESIDENCY DURATION  
REQUIRED TO QUALIFY AS A CANDIDATE FOR ELECTION FROM  
THREE YEARS TO ONE YEAR AND TO ESTABLISH A FOUR YEAR  
TERM FOR THE MAYOR AND COUNCIL**

WHEREAS, Md. Code Ann. Local Gov't Article § 4-304 and Article XI-E of the Constitution of Maryland confer upon the Mayor and Council of Federalsburg the authority to initiate proposed amendments the Charter for the Town of Federalsburg; and

WHEREAS, Local Gov't Article § 5-202 authorizes the Mayor and Council to adopt those Charter resolutions as they may deem necessary in order to assure the good government of the Town, to protect and preserve the Town's rights, property, and privileges, to preserve peace and good order, to secure persons and property from danger and destruction, and to protect the health, comfort, and convenience of the citizens of the Town; and

WHEREAS, the Mayor and Council have spent the last six (6) months thoroughly reviewing the Charter with respect to registration of voters, nomination of candidates, and elections; and

WHEREAS, the Mayor and Council have determined that requiring a residency requirement of three years to qualify as a Mayor or Council member candidate precludes citizens that reside in the Town from participating as candidates; and

WHEREAS, the Mayor and Council have determined that it is desirable for the Mayor and Councilmembers to serve a four year term to provide the sitting elected officials sufficient time to establish and obtain short-term and long-term objectives; and

WHEREAS, the Mayor and Council of Federalsburg have determined that it is desirable and in the best interest of the town to amend Article I of the Charter for the Town of Federalsburg to reduce the candidate residency requirement for Mayor and Councilmembers from three years to one year and to provide a four year term of office for the Mayor and Councilmembers.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF  
FEDERALSBURG AS FOLLOWS:

Section 1. Article I, Section C1-3 of the Charter for the Town of Federalsburg is hereby amended as follows:

**ARTICLE I  
Incorporation and General Powers**

• • • • •



Section C1-3. Mayor and Council; qualifications; tenure.

The government, corporate authority, rights, powers and privileges of the said Town shall be vested in and exercised by a Mayor and four Council members who shall be elected as hereinafter provided, who shall be qualified voters of the Town of Federalsburg for at least ~~one three~~ years next preceding their election, and ~~they shall serve a term of four (4) years their term shall be as hereinafter provided or until their successors are elected and qualified.~~

Section 2. This Resolution shall be posted and published in accordance with the requirements set forth in Md. Code Ann. Local Government Article § 4-304.

Section 3. The Mayor and Council of Federalsburg held a public hearing on this Resolution on \_\_\_\_\_, 2023 at 6:00 p.m.

Section 4. This Resolution shall become effective 40 days after final enactment unless a petition for referendum has been filed prior thereto in accordance with Section 4-304 of the Local Government Article of the Code of Maryland. This Resolution shall be deemed “finally enacted” on the date on which the Mayor and Council of Federalsburg indicate their approval of this Resolution by affixing their signatures hereto.

Section 5. As soon as this Resolution becomes effective, the Town Clerk shall cause to be delivered to the Department of Legislative Reference all the information regarding the Charter Amendment, this Resolution, and any referendum held thereon as may be required by the Local Government Article of the Annotated Code of Maryland.

BE IT FURTHER RESOLVED, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Yea/Nay

Kimberly M. Abner, Mayor	_____
Robert Willoughby, Councilmember	_____
Edward Windsor, Councilmember	_____
Debra V. Sewell, Councilmember	_____
D. Scott Phillips, Councilmember	_____

**ATTEST:**

**MAYOR & COUNCIL OF FEDERALSBURG**

\_\_\_\_\_  
Kristy L. Marshall, Clerk-Treasurer

\_\_\_\_\_  
Kimberly M. Abner, Mayor

Language ~~stricken~~ indicates language deleted from the Charter for the Town of Federalsburg.  
Language in ***bold and italicized*** indicates language added to the Charter for the Town of Federalsburg.

Introduced:  
Public Hearing:  
Adopted:  
Effective Date:

**RESOLUTION NO. 2023-04**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF FEDERALSBURG AMENDING ARTICLE II OF THE FEDERALSBURG TOWN CHARTER TO CHANGE THE DATE OF THE 2027 ELECTION FROM SEPTEMBER 2027 TO NOVEMBER 2028 AND THE 2029 ELECTION FROM SEPTEMBER TO NOVEMBER 2030, EXTENDING THE TERMS OF THE COUNCIL MEMBERS ELECTED IN 2023 AND 2025 FROM FOUR YEARS TO FIVE YEARS, AND TO ESTABLISH LEGISLATIVE DISTRICTS, AND EXTEND THE TERM OF MAYOR FROM TWO YEARS TO FOUR YEARS**

WHEREAS, Md. Code Ann. Local Gov't Article § 4-304 and Article XI-E of the Constitution of Maryland confer upon the Mayor and Council of Federalsburg the authority to initiate proposed amendments the Charter for the Town of Federalsburg; and

WHEREAS, Local Gov't Article § 5-202 authorizes the Mayor and Council to adopt those Charter resolutions as they may deem necessary in order to assure the good government of the Town, to protect and preserve the Town's rights, property, and privileges, to preserve peace and good order, to secure persons and property from danger and destruction, and to protect the health, comfort, and convenience of the citizens of the Town; and

WHEREAS, the Mayor and Council have spent the last six (6) months thoroughly reviewing the Charter with respect to registration of voters, nomination of candidates, and elections; and

WHEREAS, the Mayor and Council have determined that the Town may recognize a larger voter turnout if the Town election is aligned with the Maryland General Election on the first Tuesday after the first Monday in November; and

WHEREAS, the Mayor and Council have determined that establishing two legislative districts, District 1 and District 2, with two Councilmembers serving each district, provides benefits that an all at-large system do not provide; and

WHEREAS, the Mayor and Council have determined that it is desirable for the Mayor to serve a four year term to provide the Mayor sufficient time to establish and obtain short-term and long-term objectives; and

WHEREAS, the Mayor and Council of Federalsburg have determined that it is desirable and in the best interest of the town to amend Article II of the Charter for the Town of Federalsburg to hold the elections on the Tuesday after the first Monday in November and on the first Tuesday after the first Monday in November every two years thereafter on even years, establish two legislative districts with two Councilmembers in each district, and extend the term of Mayor from two years to four years.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF FEDERALSBURG AS FOLLOWS:

Section 1. Article II, Section C2-1 of the Charter for the Town of Federalsburg is hereby amended as follows:

**ARTICLE II**  
**Elections**

. . . .

Section C2-1. Elections.

(a) Date; time; terms. *On the fourth Tuesday in September 2023 an election shall be held between the hours of 7:00 a.m. and 7:00 p.m. under this Charter, for the election of the Mayor and two (2) Councilmembers each from a different district. On the fourth Tuesday in September 2025 an election shall be held between the hours of 7:00 a.m. and 7:00 p.m. under this Charter for the election of two (2) Councilmembers each from a different district.*

*On the Tuesday after the first Monday in November, 2028, and upon the Tuesday after the first Monday in November every two (2) years thereafter, ~~On the fourth Monday in April, 1965, and upon the fourth Monday in April every two years thereafter,~~ an election shall be held between the hours of 7:00 a.m. and 7:00 p.m.*

~~under this Charter, for the election of the Mayor and Council of Federalsburg, and after notice~~ *Notice of an election shall be* printed in some newspaper of general circulation, published in Caroline County, or posted in three conspicuous places in the Town of Federalsburg for at least 10 days before the election. At *an* this election, the ~~two candidates~~ *one candidate* for Council member *from each district* receiving the highest number of votes shall be elected for a four-year term as Council member. The candidate for Mayor at *a Mayoral* this election receiving the highest number of votes shall be elected Mayor of Federalsburg for a *four (4)* ~~two-year~~ term. The term of the Mayor of Federalsburg shall hereafter be for *four (4)* ~~two~~ years. ~~In the year 2011, the election shall not be held in April, but shall be held on the fourth Tuesday in September. The term of the sitting Mayor and Council members whose terms expire in April, 2011 shall be extended until the fourth Tuesday in September, 2011. On and after the fourth Tuesday in September, 2011, and on the same date every two years thereafter, an election shall be held for Mayor for a two-year term and for two Council members for a four-year term.; and~~

*The Town shall be divided into two (2) legislative districts for the election of members of the Council. Each legislative district shall contain two (2) Councilmembers who shall be elected by the registered voters of that legislative*

*district only. The legislative districts shall be established on a map adopted by Resolution by a majority of the Mayor and Council.*

*(i) Each legislative district shall consist of adjoining territory, be relatively compact in form, and include substantially the same population as other districts. Due regard shall be given to all constitutional standards in creating the legislative districts.*

*(ii) From time to time as based on the latest U.S. Census Bureau data and after public hearing, the Mayor and Council may reestablish boundaries of the legislative districts for elections of the members of the Council.*

*The term of the Mayor and two Councilmembers who are elected in September 2023 shall be extended until the fourth Monday in November 2028. The term of the two Councilmembers who are elected in September 2025 shall be extended until the fourth Monday in November 2030.*

*On the Tuesday after the first Monday in November, 2028, and on the same date every four (4) years thereafter, an election shall be held for Mayor and one (1) District 1 Councilmember and one (1) District 2 Councilmember. On the Tuesday after the first Monday in November, 2030, and on the same date every four years thereafter, an election shall be held for one (1) District 1 Councilmember and one (1) District 2 Councilmember.*

*(b) Candidacy. Candidates for District 1 Councilmember and District 2 Councilmember must reside in the legislative district in which they are elected to. All persons deciding to become a candidate for Mayor or Council member shall file with the Clerk of Federalsburg **no later than 21 days** ~~by the first Friday in September~~ prior to any election a written statement of such candidacy, accompanied by a petition signed by at least 10 duly qualified voters nominating such candidate, which written statement of candidacy and the voters' nominating petition shall be substantially in the following form:*

CANDIDATE FOR NOMINATION FOR

\_\_\_\_\_  
Office.

State of Maryland, Caroline County, to wit:

I, \_\_\_\_\_, hereby certify that I am now and have been for more than ~~one year three years~~ a resident of the Town of Federalsburg, Caroline County, Maryland, and that I am a qualified voter therein; that I am a candidate for the office of \_\_\_\_\_, to be voted upon at the town election to be held on the ~~fourth Tuesday of September~~ \_\_\_\_\_, 20\_\_\_\_, and I hereby

request my name be printed upon the official ballot at said election as a candidate for said office.

(signed) \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

To the Clerk of Federalsburg:

We, the undersigned, citizens of the Town of Federalsburg, Caroline County, Maryland, and being duly qualified voters of said town, do hereby certify, that we do nominate \_\_\_\_\_, who has been a resident of the Town of Federalsburg, Caroline County, for more than ~~one~~ ~~three~~ years, for the office of \_\_\_\_\_.

We do further certify that we and each of us shall vote for the said person nominated hereby.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

(Signatures of ten petitioning voters.)

(c) ~~(b)~~ Election. Immediately upon the expiration of the time of filing of petitions by the respective candidates, the Clerk of Federalsburg shall cause to be published in one or more newspapers published in Caroline County or posted in three conspicuous places in the Town of Federalsburg, the names of all the candidates as they are to appear upon the official ballot.

Section 2. This Resolution shall be posted and published in accordance with the requirements set forth in Md. Code Ann. Local Government Article § 4-304.

Section 3. The Mayor and Council of Federalsburg held a public hearing on this Resolution on \_\_\_\_\_, 2023 at 6:00 p.m.

Section 4. This Resolution shall become effective 40 days after final enactment unless a petition for referendum has been filed prior thereto in accordance with Section 4-304 of the Local Government Article of the Code of Maryland. This Resolution shall be deemed “finally enacted” on the date on which the Mayor and Council of Federalsburg indicate their approval of this Resolution by affixing their signatures hereto.

Section 5. As soon as this Resolution becomes effective, the Town Clerk shall cause to be delivered to the Department of Legislative Reference all the information regarding the

Charter Amendment, this Resolution, and any referendum held thereon as may be required by the Local Government Article of the Annotated Code of Maryland.

BE IT FURTHER RESOLVED, this \_\_\_\_ day of \_\_\_\_\_, 2023.

Yea/Nay

Kimberly M. Abner, Mayor	_____
Robert Willoughby, Councilmember	_____
Edward Windsor, Councilmember	_____
Debra V. Sewell, Councilmember	_____
D. Scott Phillips, Councilmember	_____

ATTEST:

**MAYOR & COUNCIL OF FEDERALSBURG**

\_\_\_\_\_  
Kristy L. Marshall, Clerk-Treasurer

\_\_\_\_\_  
Kimberly M. Abner, Mayor

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Language in ***bold and italicized*** indicates language added to the Charter for the Town of Federalsburg.

Introduced:  
Public Hearing:  
Adopted:  
Effective Date:

**RESOLUTION NO. 2023-05**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF FEDERALSBURG  
AMENDING ARTICLE III OF THE FEDERALSBURG TOWN CHARTER  
TO REDUCE THE RESIDENCY DURATION REQUIRED TO QUALIFY  
AS A CANDIDATE FOR ELECTION FROM THREE YEARS TO ONE  
YEAR AND TO CHANGE THE FIRST MEETING OF THE MAYOR AND  
COUNCIL FROM OCTOBER TO DECEMBER FOLLOWING AN  
ELECTION**

WHEREAS, Md. Code Ann. Local Gov't Article § 4-304 and Article XI-E of the Constitution of Maryland confer upon the Mayor and Council of Federalsburg the authority to initiate proposed amendments the Charter for the Town of Federalsburg; and

WHEREAS, Local Gov't Article § 5-202 authorizes the Mayor and Council to adopt those Charter resolutions as they may deem necessary in order to assure the good government of the Town, to protect and preserve the Town's rights, property, and privileges, to preserve peace and good order, to secure persons and property from danger and destruction, and to protect the health, comfort, and convenience of the citizens of the Town; and

WHEREAS, the Mayor and Council have spent the last six (6) months thoroughly reviewing the Charter with respect to registration of voters, nomination of candidates, and elections; and

WHEREAS, the Mayor and Council have determined that requiring a residency requirement of three years to qualify as a Mayor or Council member candidate precludes citizens that reside in the Town from participating as candidates; and

WHEREAS, the Mayor and Council have determined that moving the election from September to November should improve voter turnout; and

WHEREAS, changing the election from September to November requires a change of the first meeting of the newly elected Mayor and Council from October to December; and

WHEREAS, the Mayor and Council of Federalsburg have determined that it is desirable and in the best interest of the town to amend Article III of the Charter for the Town of Federalsburg to reduce the residency requirements for candidates from three years to one year and to hold the first meeting of the newly elected Mayor and Council on the first Monday in December.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF FEDERALSBURG AS FOLLOWS:

Section 1. Article III, Section C3-1 of the Charter for the Town of Federalsburg is hereby amended as follows:

**ARTICLE III  
Mayor and Council**



. . . .

**§ C3-1. Mayor.**

No person shall be elected as Mayor of said town unless he/she shall have been a resident of said town for at least ***one year*** ~~three years~~ prior to his/her election, and in the event that he/she shall remove from the corporate limits of said town, then the said office of Mayor shall forthwith become vacant, and his/her successor shall be duly appointed as is provided in this Article. The Mayor shall receive the annual salary to be established from time to time by Resolution of the Mayor and Council duly adopted pursuant to the requirements of § C3-6 of this charter, and subject to the restriction that no increase may take effect during the term of office when such resolution is passed. The Mayor’s salary shall be paid semiannually, during the first pay period in October and the first pay period in April, with the first pay period to begin the October following the election. ***Beginning in 2028, the Mayor’s salary shall be paid semiannually during the first pay period in December and the first pay period in April, with the first pay period to begin in December following the election.*** No other distributions, partial or otherwise, are authorized.

Section 2. Article III, Section C3-3 of the Charter for the Town of Federalsburg is hereby amended as follows:

**ARTICLE III  
Mayor and Council**

. . . .

**§ C3-3. Council members.**

No person shall be elected as a Council member of said town unless he/she shall have been a resident of said town for at least ***one year*** ~~three years~~ prior to his/her election, and in the event that he/she shall remove from the corporate limits of said town, then the said office of Council member shall forthwith become vacant and his/her successor shall be duly appointed as is provided by this Article. ***No person shall be elected as a Council member to serve a particular legislative district unless he/she shall have been a resident of that district for at least one year prior to his/her election, and in the event that he/she removes from the legislative district that they serve, then the said office of Council member shall become vacant and his/her successor shall be duly appointed as provided by this Article.***

The Council member shall receive an annual salary to be established from time to time by resolution of the Mayor and Council duly adopted pursuant to the requirements of § C3-6 of this charter, and subject to the restriction that no increase may take effect during the current term of office, when such a resolution is passed. The Council members’ salary shall be paid semiannually, during the first pay period in October and the first pay period in April, with the first pay period to begin the

~~December~~ October following the election. *Beginning in 2028, the Councilmember's salary shall be paid semiannually during the first pay period in December and the first pay period in April, with the first pay period to begin in December following the election.* No other distributions, partial or otherwise, are authorized.

Section 3. Article III, Section C3-6 of the Charter for the Town of Federalsburg is hereby amended as follows:

**ARTICLE III  
Mayor and Council**

. . . .

**§ C3-6. Meetings of Mayor and Council.**

The Mayor and Council shall meet the first Monday of October following their election, *except in 2028 and every two years thereafter, the Mayor and Council shall meet the fourth Monday of November*, and shall hold office for their aforesaid terms of office from said date, and shall hold regular meetings on the first Monday of each and every month thereafter which shall be open to the public (except for lawful closed sessions), and may meet as often thereafter as may be necessary to the proper discharge of their official duties. The Mayor shall be the President of the Council and preside at its meetings, and shall have all the privileges of a Council member in debate and vote. He/She shall have no power to veto any measure, but every resolution or ordinance passed by the Council must be signed by the Mayor or by three Council members and be recorded before the same shall be enforced. The Council may elect one of their members as President pro tempore, who shall in the absence or inability of the Mayor preside at the sessions, who for the time being shall be acting Mayor and have all the authority in law of the Mayor. Special meetings of the Council may be at any time convened by the Mayor or at the request of three members of that body. The Mayor of the Town of Federalsburg shall be the executive officer thereof, clothed with all the powers necessary to secure the enforcement of all ordinances of said town under this Charter. At all meetings of the Mayor and Council the Mayor and two Council members, or in the absence of the Mayor three Council members, present and voting shall constitute a quorum for the transaction of business, and three affirmative votes shall be necessary for the passage of an ordinance, law or resolution at all times. Upon every vote the ayes and nays shall be called and recorded.

Section 4. This Resolution shall be posted and published in accordance with the requirements set forth in Md. Code Ann. Local Government Article § 4-304.

Section 5. The Mayor and Council of Federalsburg held a public hearing on this Resolution on \_\_\_\_\_, 2023 at 6:00 p.m.

Section 6. This Resolution shall become effective 40 days after final enactment unless a petition for referendum has been filed prior thereto in accordance with Section 4-304 of the Local Government Article of the Code of Maryland. This Resolution shall be deemed “finally enacted” on the date on which the Mayor and Council of Federalsburg indicate their approval of this Resolution by affixing their signatures hereto.

Section 7. As soon as this Resolution becomes effective, the Town Clerk shall cause to be delivered to the Department of Legislative Reference all the information regarding the Charter Amendment, this Resolution, and any referendum held thereon as may be required by the Local Government Article of the Annotated Code of Maryland.

BE IT FURTHER RESOLVED, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Yea/Nay

Kimberly M. Abner, Mayor	_____
Robert Willoughby, Councilmember	_____
Edward Windsor, Councilmember	_____
Debra V. Sewell, Councilmember	_____
D. Scott Phillips, Councilmember	_____

**ATTEST:**

**MAYOR & COUNCIL OF FEDERALSBURG**

\_\_\_\_\_  
Kristy L. Marshall, Clerk-Treasurer

\_\_\_\_\_  
Kimberly M. Abner, Mayor

Language ~~stricken~~ indicates language deleted from the Charter for the Town of Federalsburg.  
Language in ***bold and italicized*** indicates language added to the Charter for the Town of Federalsburg.

Introduced:  
Public Hearing:  
Adopted:  
Effective Date:

TO: Mayor & Council Members  
FR: Larry DiRe, Town Manager  
DT: April 3, 2023  
RE: Marina Park Wetlands Project - Accept Lowest Responsible Bid of \$172,974.42  
from Unity Landscape and Direct Town Attorney to Initiate Contract Discussion

This project is the first phase of several to improve stormwater management at the marina and by doing so reduce the nitrogen and phosphorous run-off into the Marshyhope Creek. The project has a firm budget cap of \$175,497 funded by DNR through the Chesapeake and Atlantic Bay Funds, minus a \$500 match from the town. This project does not add to the town's current debt obligations. Sealed bids were due at Town Hall on March 6, 2023 at 2:00 pm at which time the town received bids from two qualified firms. Bids are as follows: Unity Landscape - \$172,974.42; Environmental Quality Resources, LLC - \$205,435.72.

Staff recommends accepting the Unity Landscape bid and asks Mayor and Council to direct the town attorney to initiate contract discuss with same. Pending further discussion provide direction to staff.

# PROPOSAL



3621 Church Hill Rd.  
Church Hill, MD  
21623

410.556.6010  
Fx. 410-556-6173

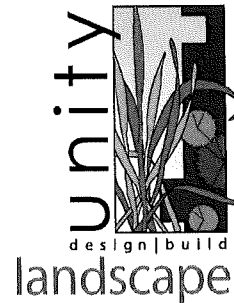
www.unitylandscape.com

Date
2/7/2023
Name / Address
Town of Federalsburg C/O Larry DiRe PO Box 471 Federalsburg, MD 21632

Estimate #	Project
19261	INI-26-23

Item	Description	Qty	Rate	Total
grplant	<p>TREE INSTALLATION</p> <p>- Plant large caliber trees along the waterfront path and entrance path to create more shade and improve aesthetics</p> <p>- Supply and install the following plant material:</p> <p>(10) Ulmus americana (American Elm) 3" caliper                      (8) Quercus alba (White Oak) 2" caliper                      (8) Liriodendron tulipifera (Tulip Poplar) 2" caliper                      (8) Quercus phellos (Willow Oak) 2" caliper                      (8) Nyssa sylvatica (Blackgum) 2" caliper                      (8) Platanus occidentalis (American Sycamore) 2/2.5" caliper                      (8) Fraxinus pennsylvanica (White Ash ) 2" caliper                      (8) Carya cordiformis (Swamp Hickory) 2" caliper                      (8) Fagus grandiflora (American Beech) 2" caliper                      (8) Acer rubrum (Red Maple) 3/4" caliper                      (9) Betula nigra (River Birch) 3/4" caliper                      (2) Cornus amomum (Silky Dogwood) 3 gallon                      (2) Rhus glabra (Sweet Sumac) 3 gallon                      (2) Viburnum dentatum (Southern Arrowwood) 3 gallon                      (2) Amelanchier canadensis (Serviceberry) 3/4" caliper                      (2) Asimina triloba (Pawpaw) 3/4" caliper                      (2) Cercis canadensis (Eastern Redbud) 3/4" caliper</p> <p>** Includes Staking, guying and mulch and 1 year warranty for 85% of material</p>			45,239.71
plantw...	<p>ONE YEAR PLANT GUARANTEE</p> <p>Unity Landscape Design/Build, Inc. warranties the above living plant material for a period of one year after date of installation against defects including death and unsatisfactory growth. The plant warranty does not cover death or defects resulting from lack of adequate maintenance, neglect, vandalism, or unusual weather occurrences such as storms, high winds, hurricanes and floods. A one time replacement will be given under this warranty for covered defects or death.</p>		0.00	0.00
<b>Total</b>				

# PROPOSAL



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410.556.6010  
Ex. 410-556-6173

www.unitylandscape.com

Date
2/7/2023
Name / Address
Town of Federalsburg C/O Larry DiRe PO Box 471 Federalsburg, MD 21632

Estimate #	Project
19261	IN1-26-23

Item	Description	Qty	Rate	Total
grsite	<p><b>RAIN GARDENS &amp; ROAD SIDE BIO-SWALES</b></p> <ul style="list-style-type: none"> <li>-Bio-swales along parking lot and road will help water quality and quantity from run off that would otherwise flow into the marina</li> <li>- Layout on site by Lucas Lees of Unity Landscape and GMB</li> <li>- Excavate Rain Gardens and bioswales to designed elevation</li> <li>- Supply and install 19 cubic yards of compost to amend the soil 2' deep within main footprint of bio-swales and rain gardens</li> <li>- Supply and install 8 tons of R3 granite stone for inlet/outlet</li> <li>- Supply and install the following plant material (Rain Gardens)</li> <li>(4) Magnolia virginiana (Sweetbay Magnolia) 3 gallon</li> <li>(4) Amelanchier canadensis (Serviceberry) 3 gallon</li> <li>(4) Ilex verticillata (Winterberry) 3 gallon</li> <li>(4) Viburnum dentatum (Arrowwood Viburnum) 3 Gallon</li> <li>(25) Rudbeckia fulgida (Black Eyed Susan) 2" plug</li> <li>(25) Echinacea purpurea (Coneflower) 2" plug</li> <li>(25) Aster novae-angliae (New England Aster) 2" plug</li> <li>(25) Helenium autumnale (Yellow Sneezeweed) 2" plug</li>   <li>- Supply and install the following plant material (Roadside Swale)</li> <li>(800) Panicum virgatum 2" plug</li> <li>(520) Schizachyrium scoparium ( Little Bluestem) 2" plug</li> <li>(120) Rudbeckia hirta (Black Eyed Susan) 2" plug</li> <li>(100) Solidago sempervirens (Seaside Goldenrod) 2" plug</li> <li>(110) Aster novae-angliae (New England Aster) 2" plug</li> <li>(110) Asclepias tuberosa (Butterflyweed) 2" plug</li> <li>(80) Echinacea purpurea (Coneflower) 2" plug</li>   <li>- Supply and install 12 yards of double shredded hardwood mulch to roadside swales and rain garden decks</li> <li>- Supply and install curlex erosion control matting around perimeter of rain garden and bio-swales</li> <li>- Seed and stabilize according to plan</li> <li>- Supply and install (4) concrete footers for the new rain barrels</li> <li>- Supply and install (4) rain barrels (55 Gallon) on the 4 designated corners of the pavilions</li> <li>- Supply and install Downspouts and Gutters to the 2 Pavilions as designed</li> </ul>			45,965.52
<b>Total</b>				

# PROPOSAL



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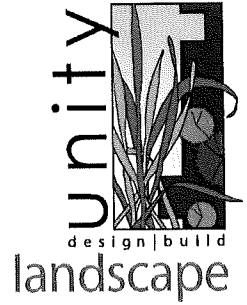
www.unitylandscape.com

Date
2/7/2023
Name / Address
Town of Federalsburg C/O Larry DiRe PO Box 471 Federalsburg, MD 21632

Estimate #	Project
19261	IN1-26-23

Item	Description	Qty	Rate	Total
grsite	<p>SUBMERGED GRAVEL WETLAND INSTALLATION</p> <ul style="list-style-type: none"> <li>- Layout on site by Unity Landscape and GMB</li> <li>- Excavate the 769 SF Wetland to the designed floor elevation</li> <li>- Excavate the 209 sf forebay to the designed floor elevation</li> <li>- Supply and install the reservoir layer at 2' deep of clean #2's</li> <li>- Supply and install all N-12 perforated underdrains and cleanouts</li> <li>- Supply and install the choker layer at 0.25' deep of clean #57's</li> <li>- Supply and install 20 yards of bio-retention planting media at 0.75'</li> <li>- Supply and install 5 tons of R3 granite for the inlet and outfall areas between bays</li> <li>- Supply and install the following plant material (Submerged Gravel Wetland)</li> <li>(3) Cephalanthus occidentalis (Button Bush) 3 gallon</li> <li>(50) Chelone glabra (Turtlehead) 2" plug</li> <li>(50) Iris versicolor (Blue Flag Iris) 2" plug</li> <li>(50) Lobelia cardinalis (Cardinal Flower) 2" plug</li> <li>(50) Mimulus ringens (Monkey Flower) 2" plug</li> <li>(50) Carex vulpinoides (Fox Sedge) 2" plug</li> <li>(50) Juncus Effusus 2" plug</li> <li>(50) Scirpus Atrovirens (Green Bulrush) 2" plug</li> <li>(50) Saururus cernuus (Lizards Tail) 2" plug</li> </ul>			37,529.77
grsite	<p>1/2 ACRE WETLAND CREATION</p> <ul style="list-style-type: none"> <li>- Layout cells 1-5 per plan from Rauch</li> <li>- Grade and amend the 5 cells to the proposed elevations on plan (10,608 SF of new level surface)</li> <li>- Remove and dispose of 160 cubic yards of soil to allow woodchip amendments</li> <li>- Supply and install 160 cubic yards of Wood chips to amend the top 2' of remaining soil with 20% wood chips</li> <li>- Seed the surface of the wetland according to plan using 6 lbs ERNMX 120 (OBL-FACW Perennial Food &amp; Cover Wetland Mix)</li> <li>- Supply and install 12 lbs of carrier seed</li> </ul>			35,443.42
grsite	<p>ENVIRONMENTAL/EDUCATIONAL SIGNS</p> <ul style="list-style-type: none"> <li>- Supply and install (4) Educational Signs, mounted on a post wherever deemed most effective</li> <li>- Signs will be made per plan on sheet L-130 for the wildlife management area, on aluminum/stainless signboards</li> </ul>			8,796.00
<b>Total</b>				

# PROPOSAL



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Date
2/7/2023
Name / Address
Town of Federalsburg C/O Larry DiRe PO Box 471 Federalsburg, MD 21632

Estimate #	Project
19261	INI-26-23

Item	Description	Qty	Rate	Total
grsite	<p>*(OPTIONAL) BAY SAVER INSTALLATION</p> <ul style="list-style-type: none"> <li>- Layout on site with Unity Landscape and GMB to set elevations</li> <li>- Base will be excavated and prepped by Unity Landscape</li> <li>- Unity will work with a local Boom Truck Contractor on pickup and delivery of the 5 ton structure, using boom truck to set in the hole on grade</li> <li>- Restore all disturbance from Installation</li> </ul>			6,697.30
Miscell...	*(OPTIONAL) PHASE 1 BAY SAVER CREDIT		-6,697.30	-6,697.30
standard	<p>CONTRACT AGREEMENT</p> <p>I hereby contract Unity Landscape Design/Build to perform the work described above for the amount of \$172,974.42. A payment of \$25,000.00 will initiate the contract with the balance due upon completion of work. Unity Landscape Design/Build, Inc. will not be held liable for damage to any underground structures or utilities not marked by Miss Utility. Additional Work incurred due to unknown site conditions or unknown buried private utilities/structures will be billed above the contracted price. All additional billable work will be performed only with signed or verbal consent of the Contractee. Price is good for 60 days from the date printed in the top left corner of this proposal.</p> <p>Please make checks payable to Unity Landscape.</p> <p>CONTRACTEE <span style="float:right">CONTRACTOR</span></p> <p>Signed x _____ Signed x _____</p> <p>Dated x _____ Dated x _____</p>		0.00	0.00
<b>Total</b>				\$172,974.42





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/2/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Jon Fellows	
Ashley Insurance		<b>PHONE (A/C, No, Ext):</b> (410) 822-1900	<b>FAX (A/C, No):</b>
38 S. Harrison St		<b>E-MAIL ADDRESS:</b> jon@ashleyinsurance.com	
Easton MD 21601		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> PENNSYLVANIA NATL MUT CAS INS CO	<b>NAIC #</b> 14990
		<b>INSURER B:</b> PENN NATL SECURITY INS CO	32441
		<b>INSURER C:</b> CHESAPEAKE EMPLOYERS INS CO	11039
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			AC9 0727589	02/23/2023	02/23/2024	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
B	AUTOMOBILE LIABILITY			AX90727589	02/23/2023	02/23/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
<input checked="" type="checkbox"/> 19							\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			UL9 0727589	02/23/2023	02/23/2024	EACH OCCURRENCE	\$ 1,000,000.00
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 1,000,000.00
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			8016289	02/23/2023	02/23/2024	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	INMRC			AC9 0727589	02/23/2023	02/23/2024		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Town of Federalsburg  118 Main St.  Federalsburg MD 21632	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Jon Fellows

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**THE TOWN OF FEDERALSBURG  
REQUEST FOR PROPOSALS FOR THE  
MARINA PARK WETLANDS PROJECT**

**PUBLISHED INVITATION TO BIDDERS**

*Bids will be received by the Town of Federalsburg by mail to Larry DiRe, P. O. Box 471, Federalsburg, Maryland 21632, or by email to [townmanager@federalsburg.org](mailto:townmanager@federalsburg.org) for the Marina Park Wetlands Project. Please submit three written and one digital copy of your bid with your firm's current insurance certification. Bids will be accepted by the Town until 2:00 PM on February 27, 2023, at which time they will be opened. At that time bids will be opened and read at Federalsburg Town Hall, located at 118 N. Main Street in Federalsburg.*

*1. This project has several purposes, all of which are directed to better water quality and species habitats at the Federalsburg Marina Park, located in downtown Federalsburg. Upon completion this project, we will reduce the nutrients and sediment entering the Marshyhope River, by installing bio-retention and wetland areas in the park, and adding tree canopy. The Town of Federalsburg sees this project as a first phase of an effort to improve water quality, reduce the grass-covered area and the need for constant mowing, and educate the community and guests about the benefits of water quality and native plants to support birds, butterflies and pollinators.*

*2. Background At present the channel bank is eroding, adding sediment into the marina and creek. There are no natural or built features which can remove solid and floatable trash, such as cans and bottles, from flowing down the channel into the creek, and much of the park's open space is grass which requires suburban lawn type maintenance and cutting, does not assist with nutrient filtration and does not enhance species habitat when compared to alternate plantings. The latest Nanticoke River Report Card grades the Marshyhope Creek as a B-. This is the highest grade for any of the Maryland side creeks and higher than the River's overall grade of a C+.*

*3. Objectives, Responsibilities, and Deliverables Objectives are as follows: increase the park's tree canopy and reduce runoff into the Marshyhope Creek by increasing bio-swale and pervious surfaces; reduce solid and floatable waste objects entering the marina and creek through the tidal channel; increase the wetlands area; and develop a rain garden for water quality and education purposes. The Town of Federalsburg, as owner of the park property, has the responsibility to complete this project and meet these objectives. Contractors associated with this project only have responsibilities as defined in any agreement for services or materials as defined in any contracts approved by the mayor and town council of Federalsburg according to all procurement requirements. Specific deliverables are listed in section 6 below. The Town of Federalsburg will be claiming any reduction credits from this project.*

4. *Performance & Compliance Monitoring Strategy* This project will not have any such monitoring activities before, during, or after implementation.

5. *Maintenance & Inspection Plan* No private property is included in this scope of work, so no landowner agreement is required. The Town of Federalsburg staff and/or contractors take all monitoring and maintenance responsibilities. The town public works staff maintains equipment to regularly clean out the bay saver solid and floatable waste filter device. Upon visual inspection the bay saver pit will be emptied according to the judgement of public works supervisor. Town public works staff has the equipment to trim and maintain trees and other vegetation. The town will install signs messaging to the effect "Natural Area. Do Not Mow."

6.

<i>Project Title</i>	<i>Description</i>	<i>Location (lat/long) Decimal degrees</i>	<i>2012 Leg district</i>	<i>8-digit watershed</i>	<i>Status (Design/Planning, Permit, Construction)</i>	<i>Deliverables (linear feet stream, acres wetland, treated impervious etc.)</i>
ederalsburg larina Park	Plant large caliber trees along the waterfront path and entrance path to create more shade and improve aesthetics	Latitude: 38.68793. Longitude: -75.7716695	37B	02130306	Construction	106 trees planted
ederalsburg larina Park	Bio-swailes along parking lot and road will help water quality and quantity from run off that would otherwise flow into the marina	Latitude: 38.68793. Longitude: -75.7716695	37B	02130306	Construction	4000 square feet of swale; 401 square feet of rain garden
ederalsburg larina Park	Submerged gravel wetland	Latitude: 38.68793. Longitude: -75.7716695	37B	02130306	Construction	.8 acres wetland
ederalsburg larina Park	½ acre creation and enhancement will improve current grass area to hold and infiltrate runoff from main road	Latitude: 38.68793. Longitude: -75.7716695	37B	02130306	Construction	.5 acre of wetland
ederalsburg larina Park	Environmental /educational signage	Latitude: 38.68793. Longitude: -75.7716695	37B	02130306	Construction	3-4 interpretive signs will be placed around the park for the public

*Interested bidders are encouraged to attend a pre-bid meeting and site visit on February 15, 2023 at 11:00 AM at the Marina Park. The Town reserves the right to reject any and all bids, to waive any informality or irregularity in bids received, and to accept or reject any items of any bid deemed to be in the best interest of the Town.*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b> Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center	
	<b>PHONE (A/C, No, Ext):</b> 1-877-945-7378	<b>FAX (A/C, No):</b> 1-888-467-2378
<b>E-MAIL ADDRESS:</b> certificates@willis.com		
<b>INSURED</b> Environmental Quality Resources, LLC 1 Churchview Road Millersville, MD 21108	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Homeland Insurance Company of New York	NAIC # 34452
	<b>INSURER B:</b> Zurich American Insurance Company	16535
	<b>INSURER C:</b> Travelers Casualty and Surety Company	19038
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

COVERAGES CERTIFICATE NUMBER: W25077193 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			793-00-93-28-0003	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> d <input type="checkbox"/>			BAP 0188171-04	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			793-00-93-29-0003	07/01/2022	07/01/2023	DED \$ RETENTION \$ EACH OCCURRENCE \$ AGGREGATE \$ 10,000,000 Each Claim \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 0188170-04	07/01/2022	07/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Leased/Rented Equipment			QT-660-38504285-PHX	07/01/2022	07/01/2023	Per Item \$500,000 Deductible \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

**CANCELLATION**

Evidence of Coverage

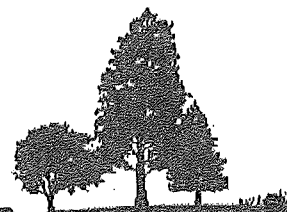
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# Environmental Quality Resources, LLC

1 Church View Road  
 Millersville, MD 21108  
 (410) 923-8680 Fax (410) 923-8683



<b>To:</b>	THE TOWN OF FEDERALSBURG	<b>Contact:</b>	
<b>Address:</b>	118 N Main St, Federalsburg, MD 21632, USA St, Federalsburg, MD 21632 CAROLINE COUNTY	<b>Phone:</b>	
<b>Project Name:</b>	Marina Park Wetlands (4180)	<b>Bid Number:</b>	4180
<b>Project Location:</b>	2012 Federalsburg Hwy, Federalsburg, MD	<b>Bid Date:</b>	3/6/2023

Environmental Quality Resources, LLC proposes to provide the following environmental services:

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization	1.00	LS	\$20,172.69	\$20,172.69
1.5	Survey	1.00	LS	\$29,630.54	\$29,630.54
2	MD Silt Fence	231.00	LF	\$4.71	\$1,088.01
2.1	SCE	2.00	EACH	\$2,881.84	\$5,763.68
2.2	Dewatering Pump	1.00	LS	\$1,720.93	\$1,720.93
3	Gator Bags	98.00	EACH	\$43.73	\$4,285.54
3.1	Plugs	2,240.00	EACH	\$3.18	\$7,123.20
3.2	3 Gallon	15.00	EACH	\$32.47	\$487.05
3.3	3/4th Cal	24.00	EACH	\$59.59	\$1,430.16
3.4	2"-2.5" Cal	64.00	EACH	\$32.90	\$2,105.60
3.5	3"-3.5" Cal	10.00	EACH	\$283.20	\$2,832.00
3.6	Quart Plants	405.00	EACH	\$6.39	\$2,587.95
4	Blo Swales	51.00	CY	\$50.02	\$2,551.02
5	Down Spouts With Rain Barrels	1.00	LS	\$14,615.96	\$14,615.96
5.1	Rain Gardens	4.00	EACH	\$360.68	\$1,442.72
6	Submerged Gravel Wetland	986.00	SF	\$28.00	\$27,608.00
7	BaySaver Installation	1.00	EACH	\$11,028.94	\$11,028.94
8	Wetland	1,185.00	SF	\$47.85	\$56,702.25
9	Educational Signage	4.00	EACH	\$3,064.87	\$12,259.48

**Total Bid Price: \$205,435.72**

**Notes:**

- This proposal, including any attachments, is proprietary and confidential. It is provided to the named recipient solely for purposes of evaluation for award of work to EQR. No further distribution, use or sharing of any proposal information is authorized.
- EQR proposes to provide all labor, materials, and equipment necessary to complete the work outlined in the Plan set " 90% Federalsburg Marina Park dated 06 DEC 2019, as designed by Rauch Inc. Final plans/quote subject to potential change orders if there are changes between final plans and current 90% set.

- EQR's proposed scope of work includes the following Items outlined below:

- Mobilization
- Survey
- MD Silt Fence
- SCE
- Dewatering Pump
- Gator Bags
- Plugs
- 3 Gallon Plants
- 3/4th Inch Cal
- 2"-2.5" Cal
- 3"-3.5" Cal
- Quart Plants
- Bio Swales
- Downspouts with Rain Barrels
- Rain gardens
- Submerged Gravel Wetland
- Baysaver Installation
- Wetland

- Educational Signage

- The following Items are not included in EQR's scope of work:

- More than one mobilization to the site
- Permit fees or preparation
- Wage Rates / Certified Payroll
- MBE or other MFD participation percentages
- All work not explicitly stated in the Line Items
- Utility Work or Repairs
- Asphalt/Concrete Work or Repairs
- All work not explicitly stated in the Line Items
- Non-Native Invasive (NNI) Plant Inventory/assessment and NNI management/treatment are not included within EQR's Proposal. However, in the event that these services are requested, EQR can provide Pricing to perform.
- Geotechnical Exploration & Assessments
- Subgrade manipulation
- Maintenance for construction or landscaping

- This proposal will remain in effect for 60 days from the date of Issue.

**Payment Terms:**

Items of work will be invoiced based on percent complete. Payment will be expected within 30 days upon date of invoice. A monthly interest charge of 1.5% will be billed on all unpaid accounts (18%APR).

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p><b>CONFIRMED:</b> <b>Environmental Quality Resources, LLC</b></p> <p>Authorized Signature: _____</p> <p>Estimator: Dillon Aldrich 410-923-8680 DAldrich@eqrllc.com</p>
--	---

TO: Mayor & Council Members  
FR: Larry DiRe, Town Manager  
DT: April 3, 2023  
RE: Cell Tower Lease Sale - Accept Highest Offer of \$310,000 from Everest  
Infrastructure Partners and Direct Town Attorney to Initiate Contract Discussion

The town advertised for qualified firms to purchase the cell tower lease, which would provide the town with a lump sum payment in lieu of the annual rent of \$15,165. Sealed bids were due at Town Hall on March 20, 2023 at 2:00 pm at which time the town received offers from two qualified firms. Offers are as follows: TowerPoint - \$300,000.00; Everest Infrastructure Partners - \$310,000.00.

Staff recommends accepting the Everest Infrastructure Partners offer and asks Mayor and Council to direct the town attorney to initiate contract discuss with same. Pending further discussion provide direction to staff.



**APG Media of Chesapeake, LLC**

**INVOICE  
03/08/23**

29088 Airpark Drive  
Easton, MD 21601

Phone: Fax:

Cust. AcctID: <b>1002277</b>	Creation Date: <b>03/08/23</b>
Name:	Ad Date: <b>03/12/23</b>
Company: <b>TOWN OF FEDERALSBURG (L)</b>	Class: <b>10</b>
Address: <b>PO BOX 471 FEDERALSBURG, MD 21632</b>	Ad ID: <b>3015913</b>
	Words: <b>242</b>
	Lines: <b>32</b>
	Agate Lines: <b>96</b>
	Depth: <b>4.0</b>
	Inserts: <b>2</b>
	Blind Box:

Other Charges:	\$0.00	Total:	\$140.00
Discount:	\$0.00		
Surcharge:	\$0.00	Paid Amount:	- \$0.00
Credits:	\$0.00		
Bill Depth:	4.0	Amount Due:	\$140.00

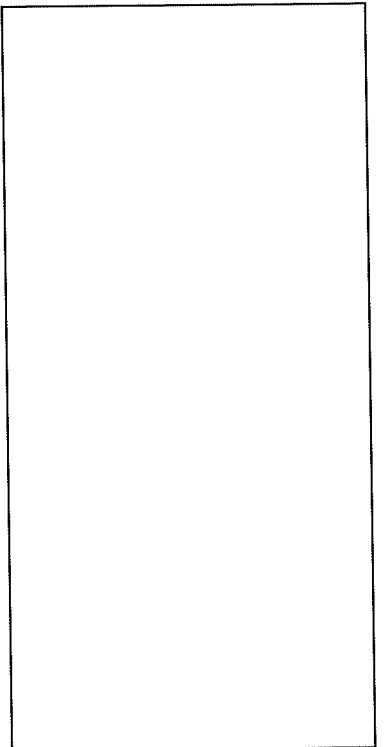
**CREDIT CARD DETAILS**

PT	CT	CN	Number	Exp.	Amnt.

Publication	Start	Stop	Inserts	
The Star Democrat	03/12/23	03/12/23	1	\$140.00

Ad Note:

Customer Note:



**REQUEST FOR QUALIFICATIONS  
CELL TOWER LEASE PURCHASE**

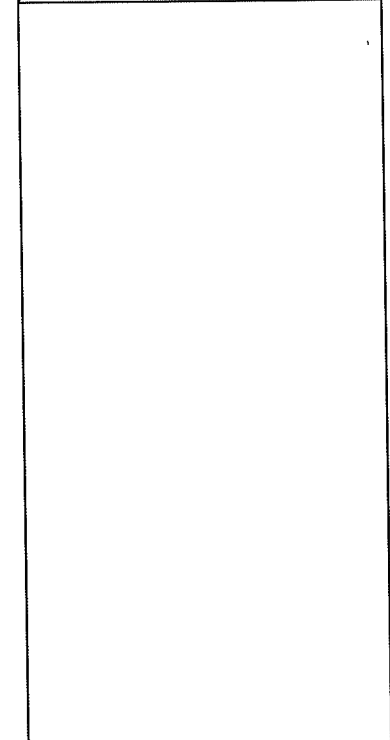
The Town of Federalsburg will accept sealed submittals from qualified firms interested in purchasing the Industrial Park Road water tank cell tower lease until 2:00 p.m., local time, on Monday, March 20, 2023. Qualification packets must include six copies of the following information: the name and address of the firm; the names and qualifications of relevant staff members; examples of relevant experience with municipal and other public sector organizations dating back no more than five years; a copy of a recent contract with a municipality or public water utility, name and contact information for three current professional references. Upon review the Mayor and Town Council will request sealed purchase proposals from selected firms. Questions should be directed to Town Manager Lawrence DiRe at (410) 754 -8173 or email [townmanager@federalsburg.org](mailto:townmanager@federalsburg.org). Packets may be submitted in person at the Town Hall, or via U. S. mail or courier service to:

Town of Federalsburg  
PO Box 471  
118 N. Main Street  
Federalsburg, MD 21632

Sealed packages must be plainly marked, "RFQ - CELL TOWN LEASE PURCHASE - MARCH 20, 2023" along with the firm's name and address.

The Town of Federalsburg reserves the right to reject any one or all submittals, or any part of any submittal, to waive any informality in any submittal, and to make a decision deemed to be in the best interest of the Town.

TOWN OF FEDERALSBURG  
LAWRENCE DIRE  
TOWN MANAGER  
3015913 SD 3/12/2023



*We Appreciate Your Business!  
Thank You !*



Everest Infrastructure Partners  
Two Allegheny Center  
Nova Tower 2 | Suite 1002  
Pittsburgh, PA 15212  
(412) 482-3420

March 16, 2023

Town of Federalsburg  
Attn: Lawrence DiRe, MPA  
118 N. Main Street  
Federalsburg, MD 21632  
townmanager@federalsburg.org

RE: Request for Qualifications for Cell Tower Lease Purchase

Dear Mr. Lawrence DiRe and Town of Federalsburg:

Everest Infrastructure Partners is pleased to present qualifications regarding the above-referenced cell tower lease purchase opportunity located at 118 N Main Street, Federalsburg, MD 21632. As the seventh largest U.S. tower company, the management team at Everest has significant experience in operating towers and water tanks awarded from RFPs by towns, municipalities, and cities across the United States. We have an experienced, dedicated team that focuses solely on the strict management and operations of our wireless infrastructure assets. With a headquarters in Pittsburgh, Everest prioritizes and has a large presence on the east coast.

We at Everest are committed to exceptional site management with the goal of providing a best-in-class partnership to our site owners. Our dedication to satisfy and exceed all Town of Federalsburg's expectations and goals will clearly be demonstrated from day one if we were to be awarded this opportunity.

Please direct all communications in regard to this proposal to Spencer Davis, whose contact information is listed below:

*Spencer Davis | Director of Acquisitions  
Everest Infrastructure Partners, Inc.  
Phone: (412) 609 - 1603  
Email: spencer.davis@everestinfrastructure.com*

Thank you for considering Everest in your RFQ efforts for this opportunity. We look forward to the potential opportunity to work with Town of Federalsburg.

Very truly yours,

A handwritten signature in black ink, appearing to read "Michael Mackey", written in a cursive style.

Michael Mackey  
President  
Everest Infrastructure Partners, In

## EVEREST – QUALIFICATIONS

### **Executive Summary**

Everest Infrastructure Partners, Inc. and its affiliates and subsidiaries (“Everest”) is one of the largest privately owned wireless infrastructure companies in the United States. Everest manages over 4,000 locations for wireless communications usage throughout the country, with a large presence in New England and the east coast. Our senior leadership team has worked together in the wireless infrastructure sector for nearly two decades with a direct focus in owning, operating, and managing communications infrastructure.

The senior team at Everest prides ourselves on our commitment to excellence in the relationships we have cultivated with our customers, tenants, and property owners. We believe that our expertise, dedication, and attention to detail separates ourselves as an industry leader in communications infrastructure management and marketing. With our current footprint of owned and managed sites throughout the east coast, Everest is experienced and perfectly positioned to manage any complexities and challenges that arise with operating a tower, including Town of Federalsburg’s asset.

If awarded this opportunity, our team will begin day one with demonstrated experience in managing and operating this site, and more importantly provide a top-quality partnership with Town of Federalsburg, as well as the customers, current tower owner, and tenants that operate at the site. We are confident in our ability to perform as an excellent partner to the customers and Town of Federalsburg.



## Qualifications and Experience

### Entity Information

Everest Infrastructure Partners, Inc.

EIP Holdings II, LLC (affiliate entity)

EIP Consolidated, LLC (affiliate entity)

### Individuals authorized to represent and make legally binding commitments on behalf of Everest:

Mike Mackey  
President  
Two Allegheny Center  
Nova Tower 2, Suite 1002  
Pittsburgh, PA 15212  
(412) 482 – 3424  
[mike.mackey@everestinfrastructure.com](mailto:mike.mackey@everestinfrastructure.com)

John Lemmon  
EVP & General Counsel  
Two Allegheny Center  
Nova Tower 2, Suite 1002  
Pittsburgh, PA 15212  
(412) 482 – 3422  
[john.lemmon@everestinfrastructure.com](mailto:john.lemmon@everestinfrastructure.com)

### Additional individuals authorized to represent and negotiate transactions on behalf of Everest:

Dominic Nardone  
Vice President of Acquisitions  
Two Allegheny Center  
Nova Tower 2, Suite 1002  
Pittsburgh, PA 15212  
(412) 482 - 3426  
[dominic.nardone@everestinfrastructure.com](mailto:dominic.nardone@everestinfrastructure.com)

Spencer Davis  
Director of Acquisitions  
Two Allegheny Center  
Nova Tower 2, Suite 1002  
Pittsburgh, PA 15212  
Mobile: (412) 609 - 1603  
[spencer.davis@everestinfrastructure.com](mailto:spencer.davis@everestinfrastructure.com)

### **Key staff members involved in site management and operations:**

**Chris Davis** (Boston, MA) – Chief Development Officer. Chris oversees all of Everest's new tower development opportunities and carrier relationships. Previously, Chris was the President & CEO of Varsity Wireless, a wireless tower developer out of Boston, and former President of InSite Wireless.

**Jim Donahue** (Boston, MA) – Vice President of Tower Operations. Jim directs all of Everest's site maintenance and operational activities. Previously, he held management roles on the tower operations teams at Crown Castle and Varsity Wireless.

**Mike MacPherson** (Boston, MA) – Vice President of Development. Mike manages new tower development and carrier relationships. Previously, Mike was managing director at Denali Wireless services, and also held management positions at TowerCo and Global Signal.

**Michael Culbert** (Boston, MA) – Vice President of Colocation Leasing. Michael oversees all of Everest's tenant leasing activities. Previously, she managed all site development at Varsity Wireless.

**Walter Mazzoni** (Boston, MA) – Construction Program Manager. Walter manages the day-to-day operations and site work on the east coast on behalf of Everest. Previously, Walter worked on the site operations team at Varsity Wireless.

### **Emergency Site Contact Information:**

Walter Mazzoni  
Construction Program Manager  
603-531-9230  
[walter.mazzoni@everestinfrastructure.com](mailto:walter.mazzoni@everestinfrastructure.com)



## References

**Mark Venuti**

Town of Geneva  
Geneva, NY  
(315) 789-4549  
supervisor@townofgeneva.com

**Linda List**

Ellwood City Borough  
Ellwood City, PA  
(724) 758-7777 x7777  
llist@ellwoodcityborough.com

**Bryan Daniels**

Depoe Bay Fire District  
Depoe Bay, OR  
(541) 764-2202  
bdaniels@depoebayfire.com

**Brian Angeloni**

City of Akron Law Department  
Akron, OH  
(330) 375-2030  
bangeloni@akronohio.gov

**James Hites Sr.**

City of Kenton  
Kenton, OH  
(419) 674-4850

**Scott Tilton**

Town of Chelsea  
Chelsea, ME  
(207) 807-3504  
stilton@howardcountymd.gov

## Relevant Experience

For more information please visit: <https://everestinfrastructure.com/our-work/>

### City of Akron

- Everest assisted the City of Akron to create a competitive RFP and provide an overview of the assets. More than a dozen bidders evaluated the materials provided by the City and made proposals to acquire the portfolio. Everest was an active participant in the process and made numerous presentations to the City's leadership, including several presentations to the City Council
- Ultimately, the City of Akron awarded Everest the RFP, concluding that Everest provided maximum financial value in the asset sale, highest certainty to close the transaction and substantial asset management expertise
- Since the acquisition closed, Everest has negotiated numerous new leases with major carriers which help provide best-in-class wireless connectivity to local businesses and residents

### Ann Arbor School Districts

- Everest worked through a competitive process to demonstrate its ability to maximize the City's financial interests in their communications infrastructure properties
- Everest initially acquired 50% of the city's interests and the city retained residual value in a minority interest
- Subsequently, Everest negotiated multiple new leases and term extensions for the tenants located on the properties and increased total cash flow by more than 11% in the first year
- The City returned to Everest in 2020 seeking additional financial value for their remaining ownership. Everest worked with the City to maximize value as well as preserve the city's perpetual real estate interests

### City of North Tonawanda

- Everest worked through a competitive process of an RFP for four wireless infrastructure assets (including one water tank)
- The City maximized their asset value by awarding Everest the RFP
- Everest accommodated any needs the City had during the transaction
- Everest management expertise was able to realize new value from our professional leasing and management programs
- Everest streamlined the closing procedures and ensured an easy transition for the City

# Response to the Request for Qualifications

Cell Tower Lease Purchase

118 N. Main Street, Federalsburg, MD 21632



Two Allegheny Center  
Nova Tower 2 | Suite 1002  
Pittsburgh, PA 15212  
(412) 482-3420



3/17/2022

Town of Chelsea  
560 Togus Road  
Chelsea, ME 04330

**RE: Letter Agreement**

Dear Town of Chelsea:

EIP Holdings II, LLC ("Grantee") is pleased to present this Letter Agreement ("Agreement") to Town of Chelsea ("Grantor") for the grant of easement rights to property located at or about 1045 Eastern Avenue, Chelsea, ME 04330 ("Property"). The following are the terms and conditions of the Agreement, which shall be supplemented by an Easement Agreement in the form attached hereto as Exhibit "A" ("Easement Agreement") and entered into by and between Grantee and Grantor in accordance with the terms herein:

**Grant of Easement; Assignment; Consideration**

1. Grantor shall grant an easement ("Easement") to Grantee at Closing, which Easement shall conform to those portions of the Property leased pursuant to that certain Ground Lease initially entered into by and between Grantor, as lessor, and Maine RSA #1, Inc., a Maine corporation, as lessee, dated May 11, 2003, including any amendments thereto ("Current Agreement"), and assign to Grantee all of Grantor's beneficial rights with respect to the Current Agreement. Such grant and assignment shall be in accordance with the terms more particularly set forth in the Easement Agreement.

2.



**Warranties of Grantor**

3. Grantor warrants to Grantee that, as of the Effective Date through the occurrence of Closing:
  - (i) Grantor is the current fee owner of title to the Property and has the legal right and authority, and has obtained all necessary approvals, to execute this Agreement and the Easement Agreement and consummate the transaction contemplated herein.
  - (ii) Grantor has provided to Grantee true and complete copies of the Current Agreement, all amendments and addendums thereto, and all other writings or agreements relating in any way to the Easement or Grantee's use thereof or relating to communications facilities on the Property; all of such documents are in full force and effect; no party is in default of any of such documents; no party has indicated any intention to terminate any Current Agreement prior to

the natural expiration thereof or otherwise cease to utilize the applicable premises thereunder; and Grantor shall not extend or otherwise revise any of such documents without Grantee's prior written consent, which may be denied in Grantee's sole discretion.

- (iii) Grantor has not received any payments in advance beyond the most recent payment due under the Current Agreement; and the following accurately states the payment terms of the Current Agreement:

Current Lessee/Payee: US Cellular  
Current Rent: \$818.00/Month  
Frequency of Rent Payment: Monthly  
Date Next Rent Payment Due: First day of month following Effective Date

- (iv) The final term (including all renewal terms that occur automatically or at the lessee's option) of the Current Agreement will expire on or before March 11, 2034.
- (v) To the best of Grantees knowledge, there is no substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation located on, under or about, or otherwise affecting, the Property.
- (vi) There is no mortgage, deed of trust, lien, security interest or other encumbrance on or affecting the Property except as identified below ("Mortgage"); Grantor is current in all payments and not otherwise in default of the Mortgage or any loans secured by the Mortgage; and Grantor shall not place any further encumbrances on the Property prior to the recordation of the Easement to be executed at Closing:
4. Grantor acknowledges that Grantee is entering into this Agreement in reliance upon the warranties made by Grantor herein. Grantor shall indemnify, defend and hold harmless Grantee for any claim or harm suffered by Grantee due to any breach or failure of such warranties.

**Due Diligence**

5. Commencing upon the Effective Date and extending for sixty (60) days, Grantee may conduct any due diligence investigations related to the Property and the Easement as Grantee deems appropriate ("Due Diligence Period"). The Due Diligence Period shall be reasonably extended to the extent that any delay of Grantee's investigations occurs due to the fault of Grantor or Grantee has not yet received all required third party diligence items. In the event that Grantee determines that any aspect of its due diligence investigations is unsatisfactory, Grantee may terminate this Agreement upon notice to Grantor. This Agreement shall terminate automatically if Grantee does not proceed to Closing by the expiration of the Due Diligence Period.
6. Grantor shall provide to Grantee all information and documentation reasonably requested by Grantee for Grantee's due diligence investigations to the extent that such information and documentation exists and is reasonably available to Grantor.

7. If any Mortgage affects the Property, Grantor shall exercise good faith efforts to obtain a non-disturbance agreement in a form acceptable to Grantee from each mortgagee under each Mortgage prior to the expiration of the Due Diligence Period. The Due Diligence Period shall be reasonably extended until all non-disturbance agreements are provided.

#### Closing; Assigned Sums

8. Within ten (10) business days of Grantee's receipt and satisfaction with its due diligence investigations, the parties shall promptly conduct a settlement of the transaction ("Closing") at which time (i) Grantee and Grantor shall execute the Easement Agreement and (ii) upon such execution, Grantee shall pay to Grantor the consideration due at Closing, subject to any proration for Assigned Sums in accordance with the terms herein. Grantor and Grantee acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this section and therefore, Grantor and Grantee shall have the right to specifically enforce the provisions herein in a court of competent jurisdiction.
9. Upon the occurrence of Closing, Grantee shall be entitled to all rent and other sums payable pursuant to the Current Agreement and any other agreements respecting the Easement and attributable to any period of time after Closing ("Assigned Sums"). Grantee shall offset against the consideration paid to Grantor at Closing an amount equal to (i) all Assigned Sums received by Grantor prior to Closing and (ii) all Assigned Sums due to be paid during the four (4) months immediately following Closing, and upon such offset Grantor shall be entitled to the rent and other sums attributable to the corresponding periods. For all Assigned Sums not offset against the consideration paid to Grantor at Closing, regardless of whether received by Grantor before or after Closing, Grantor shall immediately forward such amounts to Grantee without notice or demand from Grantee. Grantor shall cooperate with Grantee to the extent necessary to redirect future payments of Assigned Sums to Grantee.

#### Miscellaneous

10. The term of this Agreement shall commence upon the Effective Date and, if not terminated in accordance with the due diligence provisions herein, shall run and expire concurrently with the term of the Easement Agreement. Notwithstanding the foregoing, any indemnity provisions of this Agreement shall survive such expiration.
11. As a condition of payment, Grantor and any successor shall provide to Grantee any reasonably requested form to identify any payee's tax identification number.
12. To the extent of any inconsistency between this Agreement and the Easement Agreement, the terms of the Easement Agreement shall control.
13. This Agreement shall become effective and legally binding only upon the full execution of this Agreement by both Grantor and Grantee in the signature block below ("Effective Date"). If this Agreement is executed in several counterparts, all

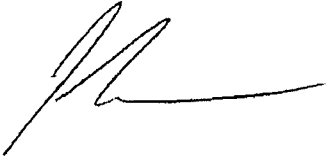
counterparts shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by email, facsimile or other electronic transmission shall be equally as effective as delivery of a manually executed counterpart.

14. Except for the representations made herein, Grantor makes no representations or warranties of any kind, type, nature or otherwise. In entering into this Agreement and closing the transaction contemplated herein, the Grantee is relying on its own due diligence and expressly releases the Grantor from any claim, suit, expense, cost, fee or action of any kind, except as expressly provided for in this paragraph and Paragraph 4 above, and Grantor does not indemnify, defend, and hood the Grantee harmless from any claim, suit, expense, cost, fee or action of any kind, except as expressly provided for in this paragraph. In the event of a breach of any of the representations made herein, Grantor and Grantee shall work to unwind this transaction and Grantee waives any right to punitive damages associated with any such breach.

Very truly yours,

EIP Holdings II, LLC

By:



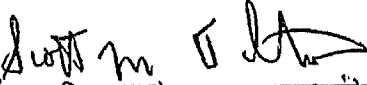
John P. Lemmon  
EVP and General Counsel

[Signatures to immediately follow.]

IN WITNESS WHEREOF, and intending to be legally bound, Grantor and Grantee have executed this Agreement.

GRANTOR:


Town of Chelsea

By:   
Name: Scott M. Tilton  
Title: Town Manager  
Date: 3/24/2022

EIN: 01-600161

GRANTEE:

EIP Holdings II, LLC,  
a Delaware limited liability company

By:   
Name: John P. Lemmon  
Title: EVP and General Counsel  
Date: 3/24/2022

**EXHIBIT "A"**

**Easement Agreement**

(Attached.)

PREPARED BY AND  
WHEN RECORDED MAIL TO:

Ann K. Ultsch, Esq.  
EIP Holdings II, LLC  
c/o Everest Infrastructure Partners  
Two Allegheny Center  
Nova Tower 2, Suite 1002  
Pittsburgh, PA 15212

BK14445 PGS 67 - 75 05/11/2022 10:27:53 AM  
INSTR#: 2022010814 ATTEST: DIANE WILSON  
RECEIVED KENNEBEC SS REGISTER OF DEEDS  
eRecorded Document

\_\_\_\_\_ SPACE ABOVE THIS LINE FOR RECORDER'S USE \_\_\_\_\_

### **EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT** ("Agreement") is made as of the 10<sup>th</sup> day of May, 2022 ("Effective Date") by and between **TOWN OF CHELSEA** ("Grantor") and **EIP HOLDINGS II, LLC**, a Delaware limited liability company ("Grantee"). Grantor and Grantee are at times collectively referred to hereinafter as the "Parties" or individually as a "Party".

#### **RECITALS:**

**WHEREAS**, Grantor is the owner of that certain real property located at or about 1045 Eastern Avenue, Chelsea, ME 04330 ("Property"), which Property is more particularly described on Exhibit "A" attached hereto and made a part hereof; and

**WHEREAS**, Grantor and Grantee have entered into that certain Letter Agreement last executed the 24<sup>th</sup> day of March, 2022 ("Letter Agreement"), in which Grantor has agreed to grant to Grantee certain rights to the Property in accordance with the terms herein.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Grantor and Grantee hereby agree and covenant to and with each other the following:

1. **Recitals; Letter Agreement.** The recitals and definitions set forth above and the Letter Agreement are incorporated herein by reference and made a part of this Agreement.

2. **Grant of Easement.** Grantor grants and conveys to Grantee:

(a) an easement (“Site Easement”) in, to, under and over the portions of the Property leased and/or otherwise utilized pursuant to the leases or other agreements listed on Exhibit “B” (“Current Agreements”), for the transmission and reception of any and all wireless communication signals and the construction, maintenance, repair, replacement, improvement, operation and removal of towers, antennas, cabinets, buildings, signage, ice bridges, fences, gates and all related facilities (collectively “Facilities”), and any and all activities and uses of the Site Easement related to the operation of a wireless communications site, which Site Easement shall be exclusive except for any contrasting rights granted prior to the Effective Date via the Current Agreements and exclusive upon the expiration or earlier termination of the Current Agreements; and

(b) non-exclusive easements (“Access and Utility Easements”) in, to, under and over the portions of the Property leased and/or otherwise utilized pursuant to the Current Agreements for ingress and egress to and from the Site Easement and a publicly dedicated roadway, and for the construction, installation, maintenance, repair, replacement, improvement, operation and removal of utilities, fiber and the like providing service to and from the Site Easement and the Facilities, and any related activities and uses (the Site Easement and Access and Utility Easements are collectively referred to herein as the “Easement”).

3. **Current Agreements.** Grantor transfers and assigns to Grantee, as of the Effective Date, any and all of Grantor’s beneficial rights, title and interest in, to and under the Current Agreements, including but not limited to (i) the right to receive any and all rents and other monies due thereunder and (ii) the right to modify, extend, expand and/or terminate the Current Agreements. Grantor is not assigning and shall continue to comply with all of Grantor’s obligations as lessor under the Current Agreements. During the term of the Current Agreements, maintenance of the Easement is the responsibility of any tenants under the Current Agreements, and Grantee shall not be responsible for any default thereof by any tenants under the Current Agreements nor obligated to cure or seek remedy for such default.

4. **Use of Easement.** Subject to the remaining term of the Current Agreements, Grantor shall provide to Grantee the quiet enjoyment and use of the Easement. Grantee shall have the exclusive, unrestricted right to lease, sublease, license, transfer, assign or encumber, in whole or in part, or grant the use of the Easement and/or Grantee’s rights under this Agreement to any parties, including but not limited to (i) any lessee, sublessee or licensee under the Current Agreements, (ii) communication service providers or tower owners or operators, (iii) the affiliates, subsidiaries, parents and successors of Grantee, and (iv) holders of security interests (collectively, including successors and assigns, “Customers”). Grantee and its Customers shall have the right to enter and access the Easement at any time, twenty-four (24) hours a day, seven (7) days a week.

5. **Term.** This Agreement and the Easement shall commence on the Effective Date and extend until terminated in accordance with the terms herein.

6. **Termination.** In the event Grantee and its Customers cease all use of all portions of the Easement for a period of more than five (5) consecutive years (for reasons other than casualty or force majeure) subsequent to the expiration of the Current Agreements, the Easement shall be deemed abandoned and this Agreement shall be terminated. Limited or partial use of the Easement by Grantee or any Customers shall not be deemed a surrender or abandonment of the Easement or any unused portion



thereof, nor prevent Grantee from benefiting from the full use and enjoyment of the entirety of the Easement. Grantee may terminate this Agreement upon written notice to Grantor. This Agreement may not be terminated by Grantor. Upon termination Grantee and Grantor shall cooperate in the execution and recordation of any document reasonably required to evidence such termination. : If this Agreement survives the expiration of the Current Agreements, then upon termination of this Agreement, Grantee shall, within sixty (60) days, remove the above ground Facilities on the Site Easement and restore the surface of the Site Easement to a reasonable unimproved condition.

7. **Improvements.** Grantee and its Customers may construct improvements in, to, under and over the Easement, all of which shall be deemed part of the Facilities. The Facilities shall remain the personal property of Grantee and its Customers, as applicable, and Grantor shall possess no right, title or interest therein.

8. **Taxes.** Upon the expiration of the Current Agreements, Grantee shall thereafter pay as a site expense all taxes directly attributable to the Facilities as evidenced by an applicable tax bill. Grantor shall pay all other taxes that are not directly attributable to the Facilities.

9. **Exclusive Use; Interference.** Except for Grantee's use or the use of any Customers or third parties with Grantee's permission or as otherwise permitted by the Current Agreements, no portion of the Property, or any other property owned by Grantor or any reasonably related party and located within a one (1) mile radius of the Property, shall be used in any manner for communications towers, facilities and/or transmissions without the prior written consent of Grantee, which consent may be withheld in Grantee's sole discretion. Grantor shall not install or permit to be installed any structure or equipment which causes measurable interference to the equipment of Grantee or its Customers, or otherwise permit any portion of the Property to be used in a manner which materially interferes with the operations of Grantee or its Customers. Grantor and Grantee acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, Grantee shall have the right to specifically enforce the provisions herein in a court of competent jurisdiction.

10. **Environmental Covenants and Indemnity.** Neither Grantor nor Grantee will introduce or use any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation ("Hazardous Materials") on, under or about the Property or the Easement in violation of any applicable law or regulation. Grantor and Grantee shall each indemnify, defend and hold the other Party harmless from and against any and all losses, costs, claims, enforcement actions and expenses, including reasonable attorneys' fees, arising out of the presence of Hazardous Materials upon or affecting the Property or the Easement and caused by the indemnifying Party. The foregoing indemnity shall survive any termination of this Agreement.

11. **General Indemnity.** Grantor and Grantee shall each indemnify, defend and hold the other Party harmless from and against any and all losses, costs, claims and expenses, including reasonable attorneys' fees, arising out of (i) the breach of any representation, warranty or covenant of such indemnifying Party set forth herein, or (ii) the use and/or occupancy of the Property or the Easement by the indemnifying Party, except to the extent arising from the negligence or intentional misconduct of the indemnified Party. The foregoing indemnity shall survive any termination of this Agreement.

12. **Transfer of the Property; Assignment.** The provisions and covenants contained in this Agreement shall run with the land and shall bind and inure to the benefit of the Parties and their respective successors and assigns. Should Grantor sell or otherwise convey all or any part of the Property, such sale or conveyance shall be under and subject to the terms contained in this Agreement and Grantee's rights hereunder. Notwithstanding the foregoing, this Agreement and the Easement are for the benefit of

Grantee and its successors and assigns, rather than for the benefit of any other tract of land, and may be assigned freely, in whole or in part, by Grantee and its successors and assigns.

**13. Estoppel Certificate.** Each Party shall, within ten (10) days after request by the other Party, execute and deliver to the requesting Party a statement certifying (i) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, stating the modifications and that the modified Agreement is in full force and effect); (ii) whether, to the responding Party's knowledge, either Party is in default in performance of any of its obligations under this Agreement, and, if so, specifying each default; and (iii) any other information reasonably requested concerning this Agreement or the Property.

**14. Condemnation.** In the event of any condemnation of the Easement in whole or in part, Grantee shall be entitled to file claims against the condemning authority for, and to receive, the value of the portion of the Property so taken on which the Easement is located, business dislocation expenses and any other award or compensation to which Grantee may be legally entitled.

**15. Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given when delivered by a nationally recognized overnight courier service (or the date said delivery is refused), to the addresses of Grantor and Grantee as set forth on the signature pages. Either Party may change its notice address by providing notice as set forth herein.

**16. Miscellaneous.**

- (a) This Agreement, including all exhibits attached hereto and the Letter Agreement, constitutes the entire agreement and understanding of both Parties with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and any other written or verbal agreements, and any amendments to this Agreement must be in writing and executed by both Parties;
- (b) this Agreement is governed by the laws of the state in which the Property is located;
- (c) in the event that either Party fails to pay when due any taxes, loans, judgments or payments attributable to or encumbering the Property, Easement or this Agreement, the other Party shall have the right, but not the obligation, to pay such sums on behalf of the non-paying Party, and the non-paying Party shall thereafter reimburse the paying Party for the full amount of such sums paid within five (5) business days of the non-paying Party's receipt of an invoice from the paying Party, or at the paying Party's option the paying Party may offset such amount, plus reasonable interest thereon, against any sums due from the paying Party to the non-paying Party;
- (d) in the event Grantee encumbers, pledges or otherwise assigns the Easement and/or Grantee's rights under this Agreement as collateral to secure any debt or other obligation of Grantee, (i) Grantor consents to such collateral assignment, (ii) the applicable holder of such collateral and its administrative agents shall be third party beneficiaries of such Grantor consent, and (iii) such Grantor consent may not be amended without the consent of the holder and its administrative agents;

- (e) if any provision of this Agreement is held to be void, invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the minimum extent necessary to be operative, valid and enforceable to most closely reflect the intent of the Parties as expressed herein, or if such modification is not practicable, such provision shall be deemed deleted from this Agreement and the other provisions of this Agreement shall remain in full force and effect;
- (f) the Parties shall perform, execute and/or deliver promptly any and all such further acts and documents as may be reasonably required to consummate and continue to effectuate the transaction contemplated in this Agreement, including but not limited to the execution of any applicable zoning or land use applications, utility easements, and transfer and recordation forms for this Agreement and the transaction contemplated herein;
- (g) the section headings of this Agreement have been inserted for convenience of reference only, and shall in no way modify or restrict the terms of this Agreement;
- (h) this Agreement has been negotiated at arm's-length, and in the event of any ambiguity in any of the terms and provisions, this Agreement shall be interpreted in accordance with the intent of the Parties and shall not be interpreted against or in favor of either Grantor or Grantee;
- (i) each Party acknowledges that neither Party has provided any legal or tax advice to the other regarding the transaction contemplated in this Agreement or in connection with the execution of this Agreement or any ancillary documents, and each Party has had the full opportunity to avail itself of legal and financial representation;
- (j) if any Party files an action for the enforcement or breach of this Agreement, the substantially prevailing Party shall be entitled to recover its reasonable attorneys' fees and court costs;
- (k) any Party, at its own expense, may record this Agreement upon the full execution hereof; and
- (l) this Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

**[Signatures to immediately follow.]**

IN WITNESS WHEREOF, and intending to be legally bound, Grantor and Grantee have executed this Agreement.

GRANTOR:

Town of Chelsea

*Scott M. Tilton*

Printed Name: Scott M. Tilton  
Title: Town Manager

560 Togus Road  
Chelsea, ME 04330

STATE OF Maine )  
 )  
COUNTY OF Kennebec )

SS:

On this 1 day of April, 2022, before me, a Notary Public, the undersigned officer, personally appeared Scott M. Tilton, who acknowledged himself to be the Town Manager of Town of Chelsea, and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his/her name on behalf of said town by himself/herself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

*Cheryl L. Mitchell*

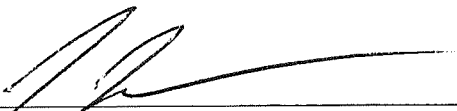
Notary Public

My Commission Expires:

**CHERYL L. MITCHELL**  
Notary Public  
State of Maine  
My Commission Expires:  
August 15, 2027

**GRANTEE:**

**EIP Holdings II, LLC,  
a Delaware limited liability company**



Printed Name: John Lemmon  
Title: EVP & General Counsel

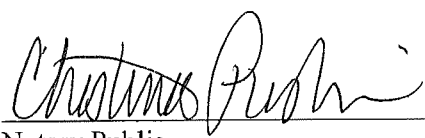
Two Allegheny Center  
Nova Tower 2, Suite 1002  
Pittsburgh, PA 15212

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF ALLEGHENY )

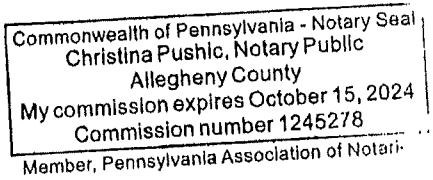
SS:

On this 10<sup>th</sup> day of May, 2022, before me, a Notary Public, the undersigned officer, personally appeared John Lemmon, who acknowledged himself to be the EVP and General Counsel of EIP Holdings II, LLC, a Delaware limited liability company, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name on behalf of said limited liability company by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public  
My Commission Expires: 10-15-2024



**Exhibit "A"**

Property

In the County of Kennebec, Maine

Legal Description:

A CERTAIN LOT OR PARCEL OF LAND SITUATED ON THE SOUTHERLY SIDE OF ROUTE 17 (STATE HIGHWAY "30", FORMERLY STATE HIGHWAY "205") IN CHELSEA, COUNTY OF KENNEBEC AND STATE OF MAIN, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEING A CERTAIN LOT OR PARCEL OF LAND AS SHOWN ON A DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP ENTITLED "STATE HIGHWAY "205" CHELSEA, KENNEBEC COUNTY", DATED MAY 1960 ON FILE IN THE OFFICE OF THE DEPARTMENT OF TRANSPORTATION, BUREAU OF HIGHWAYS AT AUGUSTA (S.H.C. FILE NO. 6-109) AND RECORDED IN THE KENNEBEC COUNTY REGISTRY OF DEEDS IN PLAN BOOK 23, PAGE 21.

BEGINNING AT THE MOST NORTHEASTERLY CORNER OF THE PARCEL OF LAND HEREIN CONVEYED AT THE JUNCTION OF THE RIGHT OF WAY LINES OF STATE HIGHWAY "30", FORMERLY STATE HIGHWAY "205" (ROUTE 17) AND STATE HIGHWAY "206" (ROUTE 226) AT A POINT MARKED BY AN IRON PIN; THENCE S. 20°-30'29" W. ALONG A STONE WALL AND THE WESTERLY SIDELINE OF STATE HIGHWAY "206" TWO HUNDRED TWENTY-NINE AND FIFTY-NINE HUNDREDTHS (229.59) FEET TO AN IRON PIN; THENCE S. 43°-29'-32" W. NINETY-NINE AND SEVENTY-NINE HUNDREDTHS (99.79) FEET TO AN IRON PIN IN THE NORTHERLY END OF A STONE WALL ON THE WESTERLY SIDELINE OF STATE HIGHWAY "206"; THENCE N. 30°-44'-41" W. ELEVEN HUNDRED TWENTY-EIGHT AND THIRTY-ONE HUNDREDTHS (1128.31) FEET TO A POINT WHICH IS AT AN ANGLE IN THE GENERALLY SOUTHERLY LINE OF STATE HIGHWAY "30"; THENCE N. 55°-39'-43" E. THIRTY-FOUR AND NINETY-ONE HUNDREDTHS (34.91) FEET TO A POINT; THENCE S. 44°-47'-58" E. NINE HUNDRED EIGHTY-NINE AND THIRTY-ONE HUNDREDTHS (989.31) FEET TO THE POINT OF BEGINNING.

Parcel/Tax Number: 16-024-TWR

**Exhibit "B"**

Current Agreements

1. That certain Ground Lease initially entered into by and between Grantor, as lessor, and Maine RSA #1, Inc., a Maine corporation, as lessee, dated May 11, 2003, including any amendments thereto.
2. Any other leases, licenses or agreements respecting the Easement to which Grantor is a party.



Everest Infrastructure Partners  
Two Allegheny Center  
Nova Tower 2 | Suite 1002  
Pittsburgh, PA 15212  
(412) 482-3420

March 29, 2023

Town of Federalsburg c/o Larry DiRe:

Everest Infrastructure Partners, Inc. ("Everest") is pleased to present to you ("Owner") this offer letter ("Offer") for Everest to acquire an easement to the water tank space you own and lease to AT&T for wireless communications ("Property") at 1999 Industrial Park Road, Federalsburg, MD 21632.

1. **Current Lease.** The Offer is based on the following terms of the current lease for the cell site operated on the Property:

Current Tenants:	<u>AT&amp;T</u>
Current Rent:	<u>\$15,165.00 paid annually</u>
Rent Escalator:	<u>12.5% every five years</u>
Final Lease Expiration:	<u>July 31, 2040</u>

2. **Payment to Owner.** Everest will pay to Owner the sum of Three Hundred and Ten Thousand and No/100 Dollars (**\$310,000.00**) at closing. Everest shall be entitled to all rents generated by the Property.

Additionally:

- Everest shall have the exclusive rights to market the Property for additional wireless communications tenants. Owner shall receive Fifty Percent (**50%**) of all rents generated from any new wireless tenants added to the Property.
  - Everest will cover all closing costs for this transaction.
3. **Easement.** In exchange for the consideration above, Everest will be granted a Sixty (60) year easement to the Property currently leased for wireless telecom use and shall include access and utility easements thereto.
  4. **Transaction Documents.** The parties will enter into mutually agreeable documents customary for the granting of an easement.
  5. **Due Diligence.** Everest shall have the right to perform any due diligence investigations Everest deems prudent, including due diligence investigations of the Property, agreements affecting the Property and payments related to the Current Lease.
  6. **Closing.** The transaction will close promptly upon Everest's satisfaction with the due diligence investigations. Provided the due diligence investigations proceed smoothly and do not reveal any unsatisfactory issues, Everest anticipates closing the transaction within sixty (60) days of agreement on the transaction documents.



7. **Contact Information.** All communications in regards to this offer should be directed to:

Spencer Davis  
Everest Infrastructure Partners, Inc.  
Phone: (412) 609-1603  
Email: [spencer.davis@everestinfrastructure.com](mailto:spencer.davis@everestinfrastructure.com)

Except for the Exclusivity Period as set forth below, this Offer and the terms set forth herein are not legally binding and do not constitute an obligation on the part of any party. The terms of our agreement shall only be binding upon signature of the transaction documents.

Everest appreciates this opportunity and is prepared to devote all available resources toward completing the transaction quickly and efficiently.

Very truly yours,



Dominic Nardone  
Vice President of Acquisitions  
Everest Infrastructure Partners, Inc.

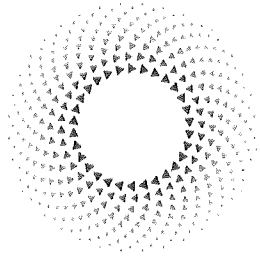
Owner recognizes that Everest will incur costs and expenses in performing the due diligence activities set forth above, and as such, Owner hereby provides Everest Infrastructure Partners, Inc. with a 90-day period of exclusivity ("Exclusivity Period") from the dates of the Owner's execution below to evaluate and close on the transaction contemplated herein. During the Exclusivity Period, neither Owner nor their representatives will, directly or indirectly, solicit any offers to acquire an interest in the Property.

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_



T O W E R P O I N T

RFQ- CELL TOWN LEASE  
PURCHASE- MARCH 20, 2023

OFFICES LOCATIONS

East Coast HQ  
1170 Peachtree Street, Suite 1650  
Atlanta, GA 30309

West Coast  
9191 Towne Centre Drive, Suite 360  
San Diego, CA 92122

# TOWERPOINT LEADERSHIP

TowerPoint's senior management team possesses over 60 years of combined experience with deep expertise in financial services, telecommunications, and real estate. The firm's principals have participated in over \$5 billion in transaction volume across multiple sectors and share a collective commitment to excellence in creating value for our customers and partners.

## Jesse M. Wellner

Chief Executive Officer

Jesse M. Wellner is the Chief Executive Officer at TowerPoint and a veteran investor and operator in the telecommunications infrastructure and real estate sectors for almost 20 years. During this time Jesse has directly participated in over \$2 Billion in sector-related M&A volume.

Since 2009, Jesse has led TowerPoint's evolution into a premier platform for investments in mission critical telecommunications infrastructure and related real estate. In 2013, Jesse orchestrated a management buyout of the TowerPoint Platform from Private Equity ownership. Under his leadership, Jesse cultivated and leads one of the most experienced management and professional teams in the industry.

Today, TowerPoint controls one of the largest and fastest growing, privately-held portfolios of mission-critical, macro cell towers, rooftops, and land cell sites in the United States.

Jesse is an accomplished triathlete and avid surfer. He passionately supports various philanthropic causes including wildlife conservation as well as education and empowerment programs for youth from underserved communities. Jesse is a graduate of the University of Arizona, and currently resides in Atlanta, Georgia.

## Saat N. Shaikh

Chief Financial Officer, Partner

Saat joined TowerPoint in 2015 and oversees the finance, accounting, IT and HR functions. Prior to TowerPoint, he was a member of the technology investment banking group at William Blair and Company, where he advised on over \$4 billion in aggregate value across various transaction types including M&A, public equity offerings and recapitalizations. Saat also led multiple teams through strategic management and technology initiatives to increase revenue, streamline business processes, and improve operating outcomes while at Deloitte Consulting and Accenture.

Saat holds an MBA from the Kellogg School of Management at Northwestern University with a concentration in Finance and Entrepreneurship. He also earned a JD from Northwestern University School of Law. He received a BS from Rutgers University, where he studied Computer Science and Electrical Engineering. Saat enjoys spending time with family and playing sports, including tennis and golf.

### Jon L. Lober

General Counsel

Jon leads the TowerPoint legal team and oversees all of the legal affairs of the company. His principal areas of work are asset acquisitions, commercial real estate finance, and providing strategic advice to the management team and the board of directors. Prior to joining the company in August 2007, Jon was legal counsel to a Fortune 1000 corporation that increased its national retail footprint during his tenure by 25% through acquisitions and new-store development. Before serving as corporate counsel, he worked at a Midtown Atlanta commercial real estate law firm focusing on commercial real estate finance, acquisitions, and litigation. As a former prosecutor, Jon has proven trial experience. Jon also served as Board President and continues to support the Georgia Law Center for the Homeless, providing civil legal services to homeless individuals.

Jon earned his J.D. from the Levin College of Law at the University of Florida, where he also graduated with a B.A., cum laude, in Political Science. Both Jon and his family enjoy hiking, gardening, live music, and biking through Georgia's trail systems.

### Dustin Cahill

Managing Director

Dustin has more than 15 years of experience in financial services, real estate, and telecommunications and has acquired more than \$200 million of existing wireless lease assets. Prior to joining TowerPoint Capital, Dustin founded and owned Asset Capital Partners, an exclusive ground lease originations unit of Communications Capital Group, LLC.

As the National Sales Manager for a wireless lease optimization company, Dustin managed top-performing origination teams that collectively completed over \$250 million in rent savings for US telecommunications carriers. Dustin's in-depth knowledge of lease acquisitions, lease optimization, and financial services give him a unique advantage in serving the needs of his clients.

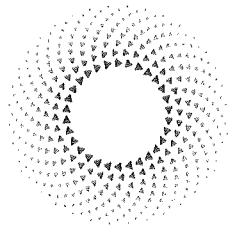
Dustin earned his BA in Finance and Business Administration from Northern Kentucky University. Dustin has a passion for many sports including snowboarding, basketball, surfing, motorsports, and hiking. He resides in San Diego with his wife.

## Garett Zubok

Executive Vice President

Garett Zubok has been a pivotal part of the TowerPoint Team since 2011, with over 15 years of market perspective and experience. Zubok is responsible for managing the firm's brokerage desk which handles externally sourced acquisitions volume through multiple channel partners as well as managing operations at TowerPoint's west coast HQ. He supports the firm with a proven ability to achieve financial goals while developing actionable policies with an emphasis on results. Previously, Zubok co-founded/owned Asset Capital Partners and created a west coast sales operation to acquire wireless telecommunication assets on behalf of TowerPoint in 2011. Zubok entered the real estate market in 1999 when he began purchasing multifamily properties and has since facilitated the acquisitions of over \$500 million in telecommunications and real estate asset purchases.

Interests: Garett prioritizes time with his wife and two daughters while enjoying all that San Diego has to offer. In addition, he is an accomplished thoroughbred horse owner, passionate surfer, and snowboarder.



T O W E R P O I N T

RELEVANT EXPERIENCE

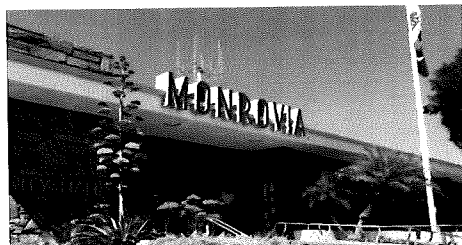
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CASE STUDIES



TOWERPOINT

# Case Study – City of Monrovia (CA)



*One City in California's strategy to Lock in the economic value of their wireless real estate*

## Executive Summary:

The City of Monrovia, California engaged with TowerPoint to address a series of thoughtful concerns regarding the future of their wireless real estate assets. The City's management demonstrated a highly sophisticated understanding of the telecommunications industry and the rapid evolution currently taking place in order to accommodate the roll-out of next-generation 5G technology. Closely following public policy and regulatory changes, which are paving the way for 5G deployment across public infrastructure at a fraction of today's rental costs, city managers decided to seek out an appropriate long-term hedge. Against that backdrop, the City spent considerable time conducting further analysis of its existing 4G cell tower leases to arrive at a solution that provided an optimal level of protection from future changes in cell tower technology, while also supplying a substantial one-time infusion of cash.

## Background & Challenges

- **4G-5G Implications:** The wireless telecommunications industry is evolving rapidly in order to accommodate the next generations of 5G wireless technology. The architecture for 5G will use "small cell" facilities, cell phone carriers, tower companies, and even cable television companies to facilitate this transition.
- **Regulatory Change:** Given the emerging regulatory framework governing small cell sites, municipalities are likely going to have to provide a compelled subsidy for the telecommunication industry by capping the rents that can be charged to private wireless carriers and tower companies for use of public infrastructure. This cost structure means that in the future, small cell facilities will be significantly cheaper to operate than traditional cell towers, both in terms of acquiring the underlying property rights, as well as for facility and equipment costs.
- **Decommissioning Risk:** Telecommunication companies, wireless carriers, and cell tower companies have tremendous leverage in renegotiating existing lease terms for current 4G cell sites. There's also a financial and technological incentive to dismantle existing tower sites that have fewer capabilities and are more expensive to operate and maintain than 5G technology.
- **Termination Risk:** The City of Monrovia owned three 4G cell tower leases with AT&T, T-Mobile, and Verizon. All three carriers had the right to terminate these leases with the City for any reason, with no penalties, giving the carriers leverage in renegotiating the lease costs. In such negotiations, AT&T and T-Mobile asked the city to lower their monthly payment by 39.3% and 36.9% respectively.

## The TowerPoint Solution

- **Transfer Risk:** As a means to mitigate the risks associated with these lease arrangements, city leaders recommended selling the rights to all three leases to TowerPoint.
- **Efficient Process:** At no cost to the City, TowerPoint engaged in a 30-day due diligence process. During that time, TowerPoint ran title reports on the existing properties in question, assessed the equipment located on the City's infrastructure, and coordinated an escrow process through which the transfer of funds occurred.
- **Future Revenue:** Additionally, TowerPoint agreed to grant the City 55% of any new revenues from renegotiations with the three carriers and provide the City with 55% of any potential revenue earned from new tenants.

## Outcome

After reviewing multiple options and taking into account current market trends, the city managers chose TowerPoint for providing the best option for the City moving forward. The TowerPoint solution gave the City of Monrovia what it was looking for:

- ✓ protection of its interests in a rapidly changing technological environment;
- ✓ peace of mind regarding future changes in regulations;
- ✓ the ability to invest a lump sum of cash into pressing city projects and improvements.

*Get Empowered! Connect with TowerPoint to learn more about this success story and to receive a complimentary Telecom Lease Consultation.*

Call us at (866) 574-2355 or Email at [info@towerpoint.com](mailto:info@towerpoint.com) or visit us online at [www.towerpoint.com](http://www.towerpoint.com)

# THE CITY OF SIERRA MADRE

Municipalities, Government Agencies  
and Public-Private Partnerships



TOWERPOINT

## Executive Summary

The City of Sierra Madre, CA, (City) located in San Gabriel Valley in Los Angeles, had leased property to several cell tower companies, which provided valuable revenue streams for the City's general fund. Alongside industry changes that were unfavorably impacting municipalities, the City was approached by tower company representatives seeking significant rent reductions and suggesting that without rent relief, relocation of the towers would be considered.

The City worked with TowerPoint to mitigate the risk of proposed rent reductions and relocations; and develop a solution for new tenants to follow local regulations allowing the City to maintain control over new construction.

## Challenges

1. **Rent Reduction/Relocation:** The City was approached by the tower company tenants who proposed significant reductions in future rental rate along with unfavorable changes to the lease terms. The tenant representatives cited unsustainable economics in their current lease arrangements and considered relocating the towers if they didn't receive more favorable lease terms.
2. **Industry Consolidation:** One of the three telecom leases Sierra Madre wished to sell was owned by Sprint, which was in the middle of the now-complete merger with T-Mobile. T-Mobile previously announced plans to decommission 35,000 sites following the merger, most suggested to be owned by Sprint. Additionally, new federal and state regulations designed to expedite the rollout of 5G are imposing unfavorable requirements on municipalities.
3. **Regulations:** The City of Sierra Madre also wanted to comply with local regulations in selling its leases; and maintain control of over future tenant(s) construction after the sale of tower leases; and ensure non-interference with City operations after selling the leases.

## Objectives

*To mitigate the challenges, the City of Sierra Madre partnered with TowerPoint to:*

1. Lessen risk of proposed rent reductions and loss of income;
2. Secure funding for ongoing and future city projects covered by monies generated by cell tower leases; and
3. Complete a closing process that conforms to local regulations; and addresses the City's needs after selling its cell tower leases.

## The TowerPoint Solution

*TowerPoint and the City's manager worked together to:*

1. Sell two of the three towers at their current value before any rent reductions took place;
2. Worked with the City's attorney to get enact a municipal resolution to approve the cell tower sale;
3. Structure a master lease to include construction drawing approval for new tenants and non-interference language to protect the City after selling its tower leases; and
4. Establish a future source of revenue through tower carrier renegotiations with TowerPoint.

## Results

By selling its wireless real estate assets to TowerPoint, the City of Sierra Madre received an **immediate influx of cash to support its multiple city projects and improvements**; and entered a **mutually agreeable lease document that protects the City needs after closing and conforms to local regulations**.



# CITY OF LONGWOOD

Municipality/Government Organization



TOWERPOINT

## Executive Summary

The City of Longwood, FL is located in Seminole County with a population of approximately 13,000 people. The City owned the only cell tower on city land, providing valuable revenue for its reserve funds. Impacted by the COVID-19 pandemic, the City's leadership needed these reserve funds to support its daily operations.

The City monetized the cell tower lease to gain immediate access to essential capital and used the funds to continue providing services to its residents and businesses.

## Challenges

- ▶ **Reserve Funds:** Due to the COVID-19 pandemic, the City's reserve funds were depleting, and it needed access to capital to support city operations and services.
- ▶ **Long-term Interests:** The City was using a broker who was unable to modify the easement to its satisfaction.

## Objectives

*In order to resolve the challenges listed above, the City of Longwood needed to achieve the following:*

- ▶ Gain immediate access to capital to replenish reserve funds for city operations;
- ▶ Negotiate an agreement that did not give additional space to the buyer for future tenants; and
- ▶ Retain colocation language in the lease for future tenants.

## The TowerPoint Solution

*With a comprehensive understanding of the site owner's needs, TowerPoint was able to address their objectives by:*

- ▶ Providing lump sum capital immediately in exchange for a future rental stream;
- ▶ Modifying the easement to appease the City's attorney;
- ▶ Adding language for the City to have access to future tenants from colocation language in original lease.

## Results

By working with TowerPoint, the City of Longwood was able to monetize its cell site asset for a lump sum payment that replenished its reserve funds to support numerous projects and services. Additionally, the firm was able to provide the cell site owner a customized solution that benefited the City for future tenants.



## TESTIMONIAL- GREENWOOD VOLUNTEER FIRE CO., VA

Greenwood Volunteer Fire Co appreciated the assistance and guidance of TowerPoint through the lease transaction that we executed with them. Our site had four lease tenants and we were in the process of onboarding a new tenant. The day to day management of the Water Tank along with the cumbersome process of adding new tenants frustrated the Fire Company.

When TowerPoint contacted our Counsel, they understood the full value of a TowerPoint Capital Offering backed by Site Management to unburden the Fire Company's oversight of the Water Tank. Towerpoint provided the Fire Company with the full monetary value on their existing leases and successfully negotiated the addition of a Top Tier Wireless Carrier, resulting in a higher Capital Offering for us. TowerPoint's Site Management Services rounded out the offering with full risk mitigation of the entire site.

Our station is staffed by volunteers and career personnel 24 hours-a-day, 7 days-a-week. Our management and operation of the Water Tank posed additional stress to the staff and cost inefficiencies infringed on the Fire Company's net rental lease income. The onboarding of a new carrier proved cumbersome and time consuming, leading to a lower realized gain on the new income when placed.

Having nationwide experience with Fire Companies and Districts, TowerPoint drew on the firm's experience to customize a solution that met the Greenwood Fire Company's goals. Partnering early in the process with the Fire Company's Attorney, led to a flexible negotiation of terms, on both an operational level and for the Capital Offer. The teamwork lead to the onboarding of a new lease tenant in a more efficient manner with no additional cost to the Fire Company. TowerPoint's Site Management Services filled the operational and liability gap of the Fire Company, by providing full Management of the site and assuming its cost structure and liability. Looking forward, a second wireless carrier has been identified and expected to be onboarded prior to year-end, resulting in a second round of a capital injection for the Fire Company.

The Greenwood Volunteer Fire Company achieved a better use of funds by securing the full cash value of their existing leases along with the new lease income TowerPoint secured. We reduced our operating expenses on the Water Tank and limited our overall risk on the site. We can now focus full time on providing our invaluable lifesaving services to our community while TowerPoint continues to support the Fire Company through their Site Management Services.

# References

City of Monrovia, CA

Oliver C. Chi (Currently City Manager for City of Irvine, CA)

City Manager

(949) 724-6246

cm@cityofirvine.org

City of Sierra Madre, CA

Chris Cimino

(626) 355-6615

City of Osawatomie, KS

Michael Scanlon

City Manager

(913) 755-2146

mscanlon@osawatomieks.org

Record and Return to:  
Joseph Mangus  
TitleVest Agency, LLC  
110 E. 42<sup>nd</sup> Street, 10<sup>th</sup> Floor  
New York, NY 10017  
TitleVest Title No.: TKS807220

Prepared by:  
James Nothdurft  
TPA V, LLC  
1170 Peachtree Street, Suite 1650  
Atlanta, GA 30309

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

### EASEMENT AGREEMENT

This telecommunication easement and lease assignment agreement ("Agreement") is made and shall be effective on the 19 day of August, 2021 ("Effective Date"), by and between the City of Osawatomie, Kansas, a municipal entity organized and existing under the laws of the State of Kansas ("Grantor") and TPA V, LLC, a Delaware limited liability company ("Grantee").

- 1. Grantor's Property and the Telecom Tenant Lease.** Grantor represents and warrants that it holds fee simple title to certain real property located at 253 1<sup>st</sup> Street, Osawatomie, Kansas 66064, as more fully described in the legal description attached hereto as Exhibit A (the "Parent Property"). Grantor and T-Mobile (the "Telecom Tenant") are parties to that certain lease agreement, including all amendments and modifications thereto, cited in Exhibit B and incorporated by reference herein (the "Telecom Tenant Lease").
- 2. Grant of Easement.** For the sum of TEN AND NO/100 DOLLARS and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge as paid on or about the Effective Date along with the purchase price pursuant to the settlement statement executed contemporaneously with this Agreement ("Purchase Price"), Grantor grants and conveys unto Grantee, its successors and assigns, an exclusive easement (subject to the Telecom Tenant Lease) for the Permitted Use defined herein, together with a non-exclusive access easement for ingress and egress to and from the exclusive easement, seven days per week, twenty-four hours per day and a non-exclusive utility easement to install, replace and maintain utilities servicing the exclusive easement, including, but not limited to the installation of power and telephone service cable, wires, switches, boxes and the like as may be required by the Permitted Use (collectively "Easement" as further described in Exhibit C). Grantor shall permit Grantee, Easement Tenant(s), and any of their affiliates, customers, tenants, subtenants, lessees, sublessees, licensees, successors and/or assigns together with any of the employees, contractors, consultants, and or agents of the foregoing to use the Easement for the installation, construction, operation, maintenance, repair, modification, relocation, replacement and removal of improvements and equipment ("Equipment") for the facilitation of telecommunications and

other related uses, including, any uses permitted by the Telecom Tenant Lease ("Permitted Use"). Grantor represents that there is no pending or threatened action that would adversely affect Grantor's ability to enter into this Agreement or grant the Easement and that entering into this Agreement will not violate or conflict with any provision of Grantor's organizational documents (if Grantor is an organization) or conflict with the provisions of any agreement to which Grantor is a party. Grantor further represents and warrants that Grantee shall have peaceful and quiet possession and enjoyment of the Easement during the term of this Agreement without any disturbance of Grantee's possession or Permitted Use hereunder.

3. **Term.** Commencing on the Effective Date, the term of this Agreement and the Easement shall be for ninety-nine (99) years (the "Term") and this Agreement and the Easement shall terminate on August 19, 2120, unless terminated earlier as provided in this Easement Agreement. Upon notice to Grantor as provided herein, Grantee may surrender the Easement to Grantor and execute such documents reasonably required to terminate the Agreement and the Easement. Grantor may not unilaterally terminate the Agreement or Easement, but if the Easement is not used for the Permitted Use for a period of five (5) years the Easement shall be deemed abandoned and shall terminate upon Grantor's notice of such default to Grantee as provided herein. **Sections 11 and 12** shall survive expiration or termination of this Agreement and shall remain in effect in perpetuity, subject to applicable law.
4. **Assignment of Lease, Renewal and Right of Replacement.** Grantor hereby assigns to Grantee all of Grantor's right, title and interest in the Telecom Tenant Lease for the Term, including the right to renew the Telecom Tenant Lease throughout the Term. Except as provided herein, Grantee agrees to assume all of Grantor's rights and obligations under the Telecom Tenant Lease. If Telecom Tenant is obligated under the Telecom Tenant Lease to pay to Grantor any fees (other than base rent and any escalations thereto) for the purpose of utility service or access or tax reimbursement, Grantor shall continue to be entitled to such fees, although Grantee may collect and distribute same to Grantor. Grantor shall continue to perform all obligations of the lessor under the Telecom Tenant Lease which relate to the use, ownership, and maintenance of the Parent Property so that Grantee may fulfill all the obligations under the Telecom Tenant Lease without breaching any provision therein, including, but not limited to, Grantor maintaining the Parent Property in a commercially reasonable condition to allow the Permitted Use of the Easement. Grantor shall not maintain the equipment or installations of any Easement Tenant (hereinafter defined), but shall be responsible and liable for the maintenance of the Water Tower (hereinafter defined) in compliance with any and all applicable laws, statutes, rules and regulations, including but not limited to, those rules and regulations, promulgated by the FCC and FAA regarding painting, marking and lighting of the Water Tower. Grantor represents and warrants that it has delivered to Grantee true and correct copies of the Telecom Tenant Lease and that Grantor owns 100% of the lessor/landlord's interest in the Telecom Tenant Lease, including the right to collect all rent thereunder. To the best of Grantor's knowledge, no party to the Telecom Tenant Lease has breached or is in default of their respective obligations under the Telecom Tenant Lease and **no party has requested or discussed a modification or termination of the Telecom Tenant Lease.** If during the Term the Telecom Tenant terminates the Telecom Tenant Lease or otherwise vacates the Parent Property, Grantee may lease all or a portion of the Easement to a replacement telecommunications tenant ("Replacement Telecom Tenant") on terms consistent with the Telecom Tenant Lease and such Replacement Telecom Tenant shall occupy the Easement rather than locating on other portions of the Parent Property ("Replacement Telecom Tenant Lease").
5. **Rent Sharing.** When a new telecommunications tenant ("Rent Share Tenant"), other than a Replacement Telecom Tenant, executes a lease for space within the Easement outside the Telecom Tenant or Replacement Telecom Tenant lease premises and commences rent payment, Grantee will collect such rent with Grantee retaining fifty percent (50%) of the rent collected and Grantee remitting fifty percent (50%) of the rent collected to Grantor. Notwithstanding the foregoing, Grantee shall be

entitled to collect and retain rent from all telecommunications tenants within the Easement in an amount equal to the rent scheduled in the existing Telecom Tenant Lease and any Replacement Telecom Tenant Lease, including scheduled escalators ("Minimum Scheduled Rent"). Should the rent collected equal an amount less than the Minimum Scheduled Rent, such deficit ("Minimum Scheduled Rent Deficit") shall accrue and shall be applied against any and all future rents collected within the Easement, until collected rent payments fully offset the total Minimum Scheduled Rent Deficit. Grantee is permitted and authorized to enter into leases with Rent Share Tenants subject to the requirements for leasing to Replacement Telecom Tenants as set forth in **Section 4**.

6. **Grantor Cooperation and Non-interference.** Grantor hereby agrees to cooperate with Grantee, Telecom Tenant, Rent Share Tenant and/or Replacement Telecom Tenant (collectively, "Easement Tenants") in obtaining all licenses, permits or authorizations from all applicable governmental and/or regulatory entities and in acquiring any necessary upgrades to or relocation of utility service to support the Permitted Use. In furtherance of the foregoing, Grantor hereby appoints Grantee as Grantor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Grantor's behalf in connection with the Permitted Use. Grantor's cooperation shall be at no cost to Grantor and without requiring payment of additional rent or fees by Grantee or Easement Tenants. Grantor shall not interfere with any construction in the Easement so long as such construction is to support the Permitted Use and is proceeding pursuant to a building permit or other required municipal or governmental approvals. Grantor shall not, nor shall Grantor permit its lessees, licensees, employees, invitees or agents to, use any portion of the Parent Property or the Easement in a way which materially interferes with the operations of the Easement Tenants who shall have peaceful and quiet possession and enjoyment of the Easement. Grantor may not directly or indirectly induce, invite, or conspire to induce or invite any Easement Tenants to use or lease space in direct competition with the Easement.
7. **Assignment.** Grantee may pledge, assign, mortgage, grant a security interest, or otherwise encumber its interest created by this Agreement. Grantee may freely assign this Agreement in part or in its entirety, and any or all of its rights hereunder, including the right to receive rent payments. Not later than sixty (60) days before any assignment permitted by this Agreement, Grantee shall notify Grantor of Grantee's intent to assign this Agreement. Upon the absolute assumption of such assignee of all of the obligations of Grantee under this Agreement, then Grantee will be relieved of all obligations and liabilities hereunder.
8. **Taxes and Other Obligations.** Except as provided in this paragraph, all taxes and other obligations that are or could become liens against the Parent Property or any subdivision of the Parent Property containing the Easement, whether existing as of the Effective Date or hereafter created or imposed, shall be paid by Grantor prior to delinquency or default. Grantor shall be solely responsible for payment of all taxes and assessments now or hereafter levied, assessed or imposed upon the Parent Property, or imposed in connection with the execution, delivery, performance or recordation hereof, including without limitation any sales, income, documentary or other transfer taxes. If Grantor fails to pay when due any taxes or other obligations affecting the Parent Property, Grantee shall have the right but not the obligation to pay such and demand payment therefor from Grantor, which payment Grantor shall make within ten (10) days of such demand by Grantee. While Grantor shall be responsible for any tax on the real property which is the subject of this Easement, Grantee shall be responsible for the tax, if any, imposed as a result of Grantee's equipment installations on the Property.
9. **Insurance.** During the Term, Easement Tenants shall maintain general liability insurance as required under their respective lease. Grantor shall maintain any insurance policies in place on the Parent Property or as required under the Telecom Tenant Lease.
10. **Subordination and Non-Disturbance.** Grantee agrees to subordinate this Agreement to any existing or future mortgage or deed of trust on the Parent Property ("Security Instrument"), provided the

beneficiary or secured party ("Secured Party") under the Security Instrument agrees for itself and its successors in interest and assigns that Grantee's rights under this Agreement and rights to the Easement shall remain in full force and effect and shall not be affected or disturbed by the Secured Party in the exercise of Secured Party's rights under the Security Instrument during the Term, including Grantee's right to collect and retain, in accordance with the terms of this Agreement, all rents, fees and other payments due from Easement Tenants. Such non-disturbance agreement must apply whether Secured Party exercises its rights under the Security Instrument, including foreclosure, sheriff's or trustee's sale under the power of sale contained in the Security Instrument, and any other transfer, sale or conveyance of Grantor's interest in the Parent Property under peril of foreclosure, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure.

**11. Mutual General Indemnification.** Grantor and Grantee shall each indemnify and hold harmless the other against any and all claims, damages, costs and expenses (including reasonable attorney's fees and disbursements) caused by or arising out of the indemnifying party's breach of this Agreement or the negligent acts or omissions or willful misconduct on the Parent Property by the indemnifying party or the employees, agents, or contractors of the indemnifying party.

**12. Environmental Representations and Indemnification.**

- a. Grantor represents and warrants that, to the best of Grantor's knowledge, no pollutants or other toxic or hazardous substances, as defined under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. 9601 et seq., or any other federal or state law, including any solid, liquid, gaseous, or thermal irritant or contaminant, such as smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste (including materials to be recycled, reconditioned or reclaimed) (collectively, "Hazardous Substances") have been, or shall be discharged, disbursed, released, stored, treated, generated, disposed of, or allowed to escape or migrate (collectively referred to as the "Release") on or from the Parent Property. Neither Grantor nor Grantee shall introduce or use any Hazardous Substances on the Parent Property or the Easement in violation of any applicable federal, state or local environmental laws.
- b. Grantor and Grantee each agree to defend, indemnify, and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, cleanup, remedial, removal or restoration work required by any governmental authority, losses, judgments and reasonable attorneys' fees that the indemnified party may suffer or incur due to the existence or discovery of any Hazardous Substances on the Parent Property caused by the other party. Grantee shall not be responsible for and shall not defend, indemnify or hold harmless Grantor for any Release of Hazardous Substances on or before the Effective Date.

**13. Dispute Resolution and Notice.**

- a. Jurisdiction and venue under this Agreement shall be in the state and county the Parent Property is located. The parties may enforce this Agreement and their rights under applicable law, and may seek specific performance, injunction, appointment of a receiver and any other equitable rights and remedies available under applicable law. Money damages may not be an adequate remedy for the harm caused to Grantee by a breach or default by Grantor hereunder, and Grantor waives the posting of a bond. Damages as against Grantee shall be limited to the amount of consideration received by Grantor under this Agreement, following any insurance settlement which may have effect. The prevailing party shall be entitled to an award of its

reasonable attorneys' fees and costs. Neither party shall be liable to the other for consequential, indirect, speculative or punitive damages.

- b. The non-defaulting party shall provide written notice of a default under this Agreement or under an Easement Tenants' lease, not more than thirty (30) days from discovery of the default. Grantor shall have thirty (30) days to cure the default. Grantee shall have thirty (30) days to commence cure of the default.
- c. All communications shall be delivered by certified mail, return receipt requested or a nationally recognized overnight courier to the address beneath each party's signature block or such other address as advised to the other party pursuant to this Section. Notice shall be deemed given upon receipt if by certified mail, return receipt requested or one (1) business day following the date of sending, if sent by nationally recognized overnight courier service or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery.

#### 14. Miscellaneous.

- a. The terms and conditions of the existing Telecom Tenant Lease shall govern over any conflicting term of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, Grantor and Grantee acknowledge that this Agreement is subject and subordinate to the Telecom Tenant Lease.
- b. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of the parties to this Agreement. It is the intention of the parties hereto that all of the various rights, obligations, restrictions and easements created in this Agreement shall run with the Parent Property upon which the Easement is located and be binding upon all future owners and lessees of the Parent Property and all persons claiming under them for the Term.
- c. Casualty and Condemnation. In the event of any casualty or condemnation of the Easement in whole or in part, Grantee shall be entitled to receive any insurance proceeds or condemnation award attributable to the value of the Easement.
- d. Severability. If any provision contained in this Agreement (or any portion of such provision) shall be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement (or any portion of any such provision.)
- e. Counterparts. This Agreement may be executed in separate counterparts with each counterpart deemed an original and all of which together shall constitute a single agreement.
- f. Entire Agreement. This Agreement and any documents, certificates, instruments and agreements referred to herein constitute the entire agreement between Grantor and Grantee. Without limiting the generality of the foregoing, Grantor acknowledges that it has not received or relied upon any advice of Grantee or its representatives regarding the merits or tax consequences of this Agreement.

*[Signature pages and exhibits follow.]*



IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date on page one above.

GRANTOR: CITY OF OSAWATOMIE, KANSAS

Michael Scanlon  
Michael Scanlon, City Manager

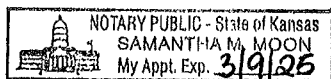
Grantor Notice Address:  
City of Osawatomie, Kansas  
439 Main Street  
Kansas, Osawatomie 66064  
Attn: City Manager

STATE OF Kansas  
COUNTY Miami } ss.

On this 12<sup>th</sup> day of August, 2021, before me, the undersigned notary public, personally appeared Michael Scanlon, and proved to me through satisfactory evidence of identification, which was personal knowledge/driver's license/passport/\_\_\_\_\_ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as City Manager of City of Osawatomie, Kansas.

{affix notary seal or stamp}

Samantha Moon  
Notary Public  
My Commission Expires: 3/9/2025



IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date on page one above.

GRANTEE: TPA V, LLC

  
\_\_\_\_\_

Jesse M. Wellner, Chief Executive Officer

Grantee Notice Address:

TPA V, LLC  
1170 Peachtree Street, Suite 1650  
Atlanta, GA 30309  
Attn: Chief Executive Officer

*With a copy to:*

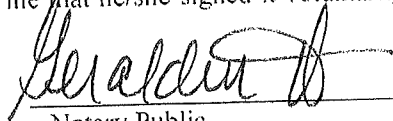
TPA V, LLC  
1170 Peachtree Street, Suite 1650  
Atlanta, GA 30309  
Attn: General Counsel

STATE OF GEORGIA

COUNTY OF FULTON

} ss.

On this 3<sup>rd</sup> day of August, 2021, before me, the undersigned notary public, personally appeared Jesse M. Wellner, and proved to me through satisfactory evidence of identification, which was personal knowledge/driver's license/passport/ \_\_\_\_\_ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Chief Executive Officer of TPA V, LLC.

  
\_\_\_\_\_

Notary Public  
My Commission Expires: April 4, 2025

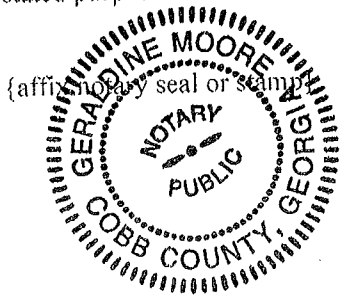


EXHIBIT A

LEGAL DESCRIPTION OF THE PARENT PROPERTY

The Land referred to herein below is situated in the County of Miami, State of Kansas, and is described as follows:

Beginning at the intersection of the North line of Main Street and the East line of First Street, formerly Bridge Street, which said point was formerly the Southwest corner of McElfresh's Addition to the City of Osawatomie; thence North  $88^{\circ}55'35''$  East 235.00 feet measured (South  $89^{\circ}59'15''$  East 235.00 feet Deeded) along the North line of Main Street; thence North  $1^{\circ}16'06''$  West 150.00 feet Measured (North  $0^{\circ}00'44''$  East 150.00 feet Deeded) along a line parallel to the East line of First Street to the true point of beginning; thence continuing North  $1^{\circ}16'06''$  West 312.18 feet Measured (North  $0^{\circ}00'44''$  East 317.02 feet Deeded) along a line parallel to the East line of First Street; thence North  $88^{\circ}04'44''$  East 90.01 feet; thence South  $1^{\circ}16'06''$  East 313.51 feet along a line parallel to the East line of First Street to a point being 150.00 feet North of the North line of Main Street; thence South  $88^{\circ}55'35''$  West 90.00 feet along a line parallel to the North line of Main Street to the point of beginning, all in the Northeast Quarter of Section 11, Township 18 South, Range 22 East, City of Osawatomie, Miami County, Kansas; subject to utility easements.

And

Beginning at the intersection of the North line of Main Street and the East line of First Street, formerly Bridge Street, which said point was formerly the Southwest corner of McElfresh's Addition to the City of Osawatomie; thence North  $1^{\circ}16'06''$  West 183.70 feet measured (North  $0^{\circ}00'44''$  East 183.70 feet deeded) along the East line of First Street to the true point of beginning; thence continuing North  $1^{\circ}16'06''$  West 125.00 feet measured (North  $0^{\circ}00'44''$  East 125.00 feet deeded) along the East line of First Street; thence North  $88^{\circ}43'54''$  East 100.00 feet measured (South  $88^{\circ}59'15''$  East 100.00 feet deeded); thence North  $1^{\circ}16'06''$  West 151.14 feet measured (North  $0^{\circ}00'44''$  East 150.00 feet deeded) along a line parallel to the East line of First Street; thence North  $88^{\circ}04'44''$  East 135.01 feet measured (North  $86^{\circ}28'52''$  East 135.20 feet deeded); thence South  $1^{\circ}16'06''$  East 278.48 feet measured (south  $0^{\circ}00'44''$  West 283.32 feet deeded) along a line parallel to the East line of First Street; thence South  $88^{\circ}55'35''$  West 235.00 feet measured (North  $89^{\circ}59'15''$  West 235.00 feet deeded) along a line parallel to the North line of Main Street to the point of beginning, all in the Northeast Quarter (NE1/2) of Section Eleven (11), Township Eighteen (18) South, Range Twenty-two (22) East, City of Osawatomie, Miami County, Kansas.

Being the same property conveyed to the City of Osawatomie, Kansas, from Tri-Ko, Inc., by Quitclaim Deed dated May 12, 1997, recorded February 24, 1998, in Book 410, Page 56

EXHIBIT B

TELECOM TENANT LEASE

That certain Site Agreement (Kansas) dated March 9, 2000, by and between the City of Osawatomie and APT Kansas City, Inc., a Delaware corporation, its successor and assigns, ("APT") as amended by that certain First Amendment to Site Agreement dated July 15, 2015, by and between the City of Osawatomie and T-Mobile Central LLC, a Delaware limited liability, as successor in interest to APT Kansas City, Inc.

EXHIBIT C

EASEMENT AREA DESCRIPTION

In the event of a discrepancy between the area actually occupied by the existing Telecom Tenant's equipment and the area described below, the described area shall be understood to also include any portion of the actual used area not captured by the description or as may have been granted to the existing Telecom Tenant that is currently outlined in each Telecom Tenant Lease referenced in Exhibit B. Grantor or Grantee may elect to engage a professional surveyor, the product of which may be substituted upon Purchaser acceptance for the contents herein. The part of the Parent Property described in Exhibit B hereto, on which any equipment exists on the Effective Date together with the portion of the Parent Property used and leased by Grantor as the existing Telecom Tenant lease premises under the Telecom Tenant Lease including but not limited as follows:

Exclusive Easement Area:

Water Tower

Upon that certain property identified on Exhibit A attached hereto, installed and attached to the land and property is that certain existing municipal water tower built which is installed ("Water Tower"). The Easement area shall include the entire exterior of the water tower with the centerline of the antennas at approximately one hundred fifty (150) feet AGL.

T-Mobile Ground Equipment

The Easement shall also include that certain existing approximately three hundred thirty-six (336) square foot T-Mobile equipment shelter located northwest of the Water Tower.

Expanded Easement Area for Additional Telecommunications Tenant(s)

That certain additional easement area for attachment of antennas to the exterior of the Water Tower along with equipment ground space measuring the equivalent total of two hundred fifty (250) square feet in a location to be determined by the telecommunications tenant(s) collocating on that certain Water Tower supporting telecommunications equipment described above with such location approved by the Grantor, such approval not to be unreasonably withheld, conditioned or delayed.

NON-EXCLUSIVE UTILITY EASEMENT and NON-EXCLUSIVE ACCESS EASEMENT SPACE

The part of the Parent Property, described in Exhibit B hereto, on which any equipment exists on the Effective Date together with the portion of the Parent Property used by utility providers and leased by Landlord as the existing Telecom Tenant lease premises under each Telecom Tenant Lease including but not limited as follows:

**Utilities and Telecommunications.** Grantee is herein granted, consistent with the existing Telecom Tenant Lease, a non-exclusive easement in, to, under and over the portions of the Parent Property for ingress and egress to the Easement, shaft ways, chase ways, soffits, risers, columns, crawl spaces, rafters, or any other space for placement of cables, wiring, etc., which is necessary to install, operate and maintain the telecommunications equipment and/or personal property, together with the right to use such easement for the development, repair, maintenance and removal of utilities and/or cables providing service to the Easement and any related activities and uses.

**Access.** Grantee is herein granted, consistent with the existing Telecom Tenant Lease, all rights of ingress and egress to and from the Easement, across the Parent Property described in Exhibit A hereto, providing access to a publicly dedicated roadway, including but not limited to 1st Street, along with the right to use such access easement for the development, repair, maintenance and removal of utilities providing service to the Easement and any related activities and uses.

March 23, 2023

 Town Of Federalsburg MD ("Landlord")  
 118 N Main St  
 Federalsburg, MD 21632-1003

Re: Letter of Intent to Purchase Interest in Wireless Site ("LOI")

Dear Lawrence DiRe,

In consideration of ten dollars (\$10), the receipt and sufficiency of which is hereby acknowledged, your signature below grants to TowerPoint Acquisitions, LLC and its successors and assigns (including its asset holding company TPA V, LLC) ("TowerPoint") exclusivity to purchase your interest in the Lease(s) ("Lease(s)") as further described in Exhibit A) through an assignment of the Lease and the grant of an underlying telecommunications easement pursuant to the terms herein (the "Transaction"). TowerPoint may close on the Transaction no later than fourteen (14) days after the Closing Contingencies listed in Exhibit A are met. The basic terms of the transaction are as follows:

Summary of Terms	
PURCHASE PRICE	\$300,000.00
LEGAL STRUCTURE	Telecommunications Easement
TERM LENGTH	99 Years
REVENUE SHARING	New Tenant Rent: 60% in favor of Landlord (New Tenant Rent will be generated from tenants collocating on available space across the rooftop outside the existing Lease area.)

- Purchase Price shall be pro-rated at closing based on interim monthly or annual rent payments with TowerPoint retaining from the Purchase Price rent paid by the tenant for any period of time from and after the date of Closing.
- Landlord shall only retain rent checks from Tenant for pro-rated periods and during the rent redirection period<sup>1</sup>.
- TowerPoint pays for due diligence costs, the title insurance policy, and standard closing costs. Each party bears its own legal expenses.
- Landlord pays transfer/stamp or other tax (if any) and recording fees.

From the date you execute this LOI through the date which is thirty (30) days from the date the Closing Contingencies are met, you agree not to directly or indirectly solicit, initiate or participate in any discussions or negotiations with, or encourage or respond to any inquiries or proposals by, any persons, company or group other than TowerPoint concerning your Lease. You agree to promptly notify TowerPoint if any person, company or group seeks to initiate any discussions regarding your Lease. You further agree to work in good faith with TowerPoint to close this Transaction. The terms of this LOI are confidential and may not be disclosed without the prior written consent of TowerPoint, except to professionals engaged to evaluate and conduct the Transaction on your behalf. You acknowledge that TowerPoint has given you no tax or legal advice in evaluating the Transaction.

To the extent the terms of this LOI represent an offer by TowerPoint, the terms herein are subject to change by TowerPoint after March 31, 2023 if this LOI is not mutually executed. TowerPoint reserves the right to change the terms of this LOI following expiration.

Sincerely,  
 TowerPoint Acquisitions, LLC

Accepted and Agreed:  
 Town Of Federalsburg MD

\_\_\_\_\_  
 Jesse M. Wellner, Chief Executive Officer  
 March 23, 2023

\_\_\_\_\_  
 Landlord's Signature                      Date

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

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

<sup>1</sup>Tenants delay rent redirection from the Landlord to TowerPoint by several months while the closing documents are recorded and the redirection is processed. Therefore, the Settlement Statement will show a rent credit to TowerPoint in the amount of the two (2) months following closing.)

Exhibit A

Site Location and Lease Terms

Site Location: 1999 Industrial Park Rd, Federalsburg, Maryland 21632

Wireless Tenants	Current Rent	Rent Payment Frequency	Escalation (CPI, % or \$)	Escalation Frequency	Date of Next Escalation
AT&T	\$15,165.00	Annually	12.5%	Term	08/01/2025

Pricing is based on the Lease Terms above and is subject to confirmatory due diligence of the Lease Terms.

Closing Contingencies

1. receipt of the due diligence items listed in Exhibit B;
2. receipt of a title commitment from TitleVest Agency, LLC (a subsidiary of First American Title Insurance Company) as the escrow/closing agent showing title clear of any liens, encumbrances, outstanding taxes which are otherwise due and payable, or other unsatisfied title closing requirements necessary for an insured closing with marketable title;
3. your approval of the Easement Agreement in a mutually agreeable form;
4. proper documentation of the Lease and rents, including your affirmation that you have not received any written or verbal notice of termination, modification or other correspondence from the tenant related to the Lease;
5. compliance with any tenant right of first refusal or consent requirement, if applicable, related to Landlord's assignment of the Lease; and
6. TowerPoint's desktop environmental database search returns a determination of "Low" or "Moderate" risk.

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Exhibit B
Required Due Diligence Items

1. Executed Lease including any and all Amendments thereto (as well as any lease commencement letters, notices, or other correspondence regarding the Lease)
2. Proof of Rent Payments under the Lease (minimum of 3 months received in the last 6 months); e.g.: copies of rent checks/stubs and/or direct deposit statements.
3. Completed Landlord Request for Information (RFI) attached hereto as Exhibit C.
4. Landlord's comments or Landlord's counsel's comments, if any, to the Easement Agreement ("Easement") to be provided under separate cover (to be finalized in a mutually agreeable Easement) or return the Easement with each page initialed showing approval of the form Easement.
5. If an existing mortgage is in place on the property: A Mortgage Statement and Lender contact information for obtaining a non-disturbance agreement from Lender (required only if the property is encumbered by a Mortgage, Deed of Trust, Line of Credit or similar instrument).
6. Legal entity organizational documents (including any Amendments thereto) showing proof of authority, as applicable below, for all entities owning an interest in the Property:

Corporations	LLCs	General Partnership	Ltd. Partnerships	Condo Assoc's	Coop Corp (i.e.: Housing Co-op)	Trust
Articles of Incorporation	Articles of Organization	Certificate of Partnership	Certificate of Limited Partnership	Condominium Declaration	Articles of Incorporation	Trust Agreement
Signed Corporate Bylaws	Signed Operating Agreement	Signed General Partnership Agreement	Signed Limited Partnership Agreement	Signed Condominium Bylaws	Signed Corporate Bylaws	Certificate of Trust

Within 10 days of signing this LOI, I agree to provide to TowerPoint the Required Due Diligence Items listed above to facilitate a timely close under the terms of this LOI.

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Exhibit C



Landlord Request for Information

EIN for Landlord (if an entity): \_\_\_\_\_

 If Landlord is a natural person, then please circle marital status: **Single or Married**
*(Please note: if Landlord is a natural person, we will collect their taxpayer identification number prior to closing to include in the closing documents.)*

Access Contact for Site Inspection	Attorney Contact Information
Name: _____	Name: _____
Title: _____	Phone: _____
Phone: _____	Email: _____
Mobile Phone: _____	
Email: _____	

Mortgage/Line of Credit (if none, please indicate below)	
Please check here if there is no mortgage and no line of credit: _____	
<u>Primary Mortgage</u>	<u>Secondary Mortgage (if applicable)</u>
Lender Name: _____	Lender Name: _____
Lender Contact: _____	Lender Contact: _____
Lender Contact Title: _____	Lender Contact Title: _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
Email: _____	Email: _____
<u>Line of Credit</u>	
Lender Name: _____	
Lender Contact: _____	
Lender Contact Title: _____	
Phone: _____	
Fax: _____	
Email: _____	

Submitted by: Joe DeNato, Ph: (678) 987-2693, Email: joe.denato@towerpoint.com