

This Instrument prepared by and after recording return to:**Cellco Partnership d/b/a Verizon Wireless****c/o Coots Henke & Wheeler, P.C.****255 E. Carmel Drive****Carmel, IN 46032****Attn: Daniel E. Coots, Esq. _____****VzW Site Name: LV Preston & Outerloop****Location Code: 311639**

STATE OF KENTUCKY

COUNTY OF JEFFERSON

Prior Deed Reference: Special Warranty Deed, Deed Book 7472, Pages 643-754 (specifically page 738 regarding Southern High School) in the Office of the Clerk of Jefferson County, Kentucky

MEMORANDUM OF COMMUNICATIONS FACILITY SPACE LICENSE AGREEMENT

This Memorandum of Communications Facility Space License Agreement is made this 29th day of MARCH, 2023, between **Board of Education of Jefferson County, Kentucky**, operating under the name Jefferson County Public Schools, with principal offices located at 3001 Crittenden Drive Louisville, Kentucky 40209, hereinafter designated LICENSOR, and **Cellco Partnership d/b/a Verizon Wireless**, with its principal offices at One Verizon Way, Mailstop 4AW100, Basking Ridge, NJ 07920, hereinafter designated LICENSEE.

1. LICENSOR and LICENSEE entered into a certain Jefferson County Public School System Communications Facility Space License Agreement ("License") dated MARCH 29, 2023. Such License has an initial term of five (5) years which shall be automatically extended for four (4) additional five (5) year terms, unless either LICENSOR and/or LICENSEE terminates the License in accordance with the terms thereof.

2. In consideration of the fees set forth in the License, LICENSOR has licensed to LICENSEE upon that certain real estate located approximately at approximately 8620 Preston Highway, Louisville, Kentucky 40219 (Jefferson County), with a legal description attached as Exhibit A ("Property") the following: (i) tower space upon LICENSOR's telecommunications facility at the 150' centerline level for

**MEMORANDUM OF COMMUNICATIONS FACILITY SPACE LICENSE AGREEMENT
CONTINUED**

LICENSEE's tower mounted equipment; (ii) certain ground space area consisting of approximately 12'6" x 13'6" for the construction and maintenance of LICENSEE's telecommunications equipment cabinets and other related ground equipment; and (iii) non-exclusive easement rights for ingress and egress, access, fiber utility easements as depicted in the attached Exhibit B.

3. The term of the License shall commence on the earlier to occur of (i) July 1, 2023 or (ii) the date LICENSEE completes the installation of its equipment upon the Property (the "Commencement Date"). A copy of the License is on file in the office of the LICENSOR and LICENSEE.

4. The terms, covenants and provisions of the License of which this is a Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LICENSOR and LICENSEE.

5. The purpose of this Memorandum is to give record notice of the License and of the rights created thereby, all of which are hereby confirmed. In the event of a conflict between the terms of this Memorandum and the terms of the License, the terms of the License shall prevail.

[the remainder of this page is intentionally left blank]

**MEMORANDUM OF COMMUNICATIONS FACILITY SPACE LICENSE AGREEMENT
CONTINUED**

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LICENSOR and LICENSEE have caused this Memorandum to be duly executed effective as of the date first set forth above.

LICENSEE:

CELLCO PARTNERSHIP

d/b/a Verizon Wireless

By: _____

Printed: Harold W. Navarre
Executive Director **Network Field Engineering**
Title: _____

Address: One Verizon Way, Mailstop 4AW100
Basking Ridge, NJ 07920

Date: 1/31/03

LICENSEE NOTARY BLOCK:

STATE OF Michigan COUNTY OF Oakland

The foregoing instrument was acknowledged before me this 31st day of January, 2003, by Harold W. Navarre, Executive Director Network Field Eng. (Title) of Cellco Partnership d/b/a Verizon Wireless, a Delaware general partnership, on behalf of the general partnership.

BARBARA MADIGAN EVANS
Notary Public, State of Michigan
County of Oakland
My Commission Expires 05-10-2027
Acting in the County of _____

My commission expires:
5/10/2027

Barbara Madigan Evans
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF _____

Barbara Madigan Evans
(NAME OF NOTARY)

COMMISSION NUMBER: _____

**MEMORANDUM OF COMMUNICATIONS FACILITY SPACE LICENSE AGREEMENT
CONTINUED**

LICENSOR:

BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY

By: _____
Dr. Martin A. Pollio, Ed.D.
Title: Superintendent

Date: _____, 20____

LICENSOR NOTARY BLOCK:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by Dr. Martin A. Pollio, ED.D., the Superintendent of the Board of Education of Jefferson County,
Kentucky, on behalf of the Board of Education

NOTARIAL SEAL

My commission expires:

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF _____

(NAME OF NOTARY)
COMMISSION NUMBER: _____

**MEMORANDUM OF COMMUNICATIONS FACILITY SPACE LICENSE AGREEMENT
CONTINUED**

**EXHIBIT A
Legal Description**

[see 1 page attached hereto]

**MEMORANDUM OF COMMUNICATIONS FACILITY SPACE LICENSE AGREEMENT
CONTINUED**

Property located in Jefferson County, Kentucky

BEGINNING at a point in the original center line of Blue Lick Road, said point also being the original Northwest corner of the tract conveyed to the Jefferson County Board of Education, by Deed of record in Deed Book 2480, Page 140, in the Office of the Clerk of Jefferson County, Kentucky; thence with the original North line of said tract, South 78 degrees 10 minutes 28 seconds East 2088.70 feet to a point, said point being an original corner of said tract; thence North 66 degrees 4 minutes 36 seconds East 375.77 feet to the intersection of the original line with the West line of Preston Highway, as conveyed to the Commonwealth of Kentucky, by Deed of record in Deed Book 3916, Page 541, in the Office aforesaid; thence with the West line of Preston Highway, South 23 degrees 52 minutes 15 seconds East 262.91 feet to a point; thence South 23 degrees 37 minutes 12 seconds East 100 feet to a point; thence South 23 degrees 07 minutes 6 seconds East 100 feet to point; thence South 22 degrees 37 minutes 00 seconds East 100 feet to a point; thence South 22 degrees 6 minutes 54 seconds East 100 feet to a point; thence South 21 degrees 36 minutes 48 seconds East 100 feet to a point; thence South 21 degrees 6 minutes 42 seconds East 100 feet to a point; thence South 20 degrees 36 minutes 36 seconds East 100 feet to a point; thence South 20 degrees 11 minutes 48 seconds East 64.75 feet to a point, said point being the intersection of the original Easterly line of said tract with aforementioned West line of Preston Highway, said point also being the intersection of the Northwesterly line of Hy. School Drive with said Westerly line of Preston Highway; thence with the original line, South 37 degrees 27 minutes 30 seconds West 587.78 feet to a point, said point being the original Southeast corner of the tract conveyed to the Jefferson County Board of Education by the aforementioned Deed; thence with the South line of said tract, North 69 degrees 12 minutes 00 seconds West 1516.02 feet to a point; thence North 76 degrees 05 minutes 00 seconds West 31.52 feet to a point; thence North 82 degrees 45 minutes 00 seconds West 190.08 feet to a point; thence South 87 degrees 03 minutes 00 seconds West 85.00 feet to a point, said point being the intersection of the Southerly line of aforementioned tract with the center line of an 80 foot easement conveyed to Jefferson County, by Deed of record in Deed Book 1003, Page 622, in the Office aforesaid; thence with the center line of said easement, North 7 degrees 22 minutes 00 seconds East 114.12 feet to a point; thence North 34 degrees 20 minutes 00 seconds West 1030.00 feet to a point; thence North 64 degrees 30 minutes West 150.00 feet to a point, said point being the intersection of the original center line of the 80 foot easement with the original center line of Blue Lick Road aforementioned; thence with the original center line of Blue Lick Road, North 00 degrees 11 minutes 40 seconds East 90.00 feet to the point of beginning.

Being a part of the property acquired by County of Jefferson, Kentucky, by Deed dated August 10, 1949, of record in Deed Book 2528, Page 493, in the Office of the Clerk of Jefferson County, Kentucky; AND FURTHER CONVEYED to Jefferson County School District Finance Corporation, a Kentucky nonprofit corporation from County of Jefferson, Kentucky and The Board of Education of Jefferson County, Kentucky (also known as Board of Education of Jefferson County and Jefferson County Board of Education, successor by merger with the Board of Education of Louisville, Kentucky) by Special Warranty Deed dated June 30, 2000 and recorded June 30, 2000 in Deed Book 07472, Page 0643.

Tax Parcel No. 065100730000

**MEMORANDUM OF COMMUNICATIONS FACILITY SPACE LICENSE AGREEMENT
CONTINUED**

**EXHIBIT B
Non-exclusive Ingress/Egress, Access, Fiber Utility Easements**

[see 1 page attached hereto]

