

SUBJECT: AN ORDINANCE OF THE MATANUSKA-SUSITNA BOROUGH ASSEMBLY AUTHORIZING THE MANAGER TO ENTER INTO A LEASE OF BOROUGH-OWNED REAL PROPERTY WITH INSITE TOWERS DEVELOPMENT 2, LLC, TO CONSTRUCT, INSTALL, MAINTAIN, REPAIR, OPERATE, AND MANAGE A COMMUNICATION SITE AND CONSTRUCT DRIVEWAY ACCESS AND UTILITIES, TAX PARCEL 24N05W15D002 (SE1/4 NE1/4) (MSB007261).

AGENDA OF: SEPTEMBER 5, 2017

ASSEMBLY ACTION:

*Adopted with
assembly member McKee opposed.
IM 17-157 amended. 9-19-17*

MANAGER RECOMMENDATION: Introduce and set for public hearing.

APPROVED BY JOHN MOOSEY, BOROUGH MANAGER: _____

Route To:	Department/Individual	Initials	Remarks
	Originator	<i>HKM</i>	
	Community Development Director	<i>EP</i>	
	Finance Director	<i>OF</i>	
	Borough Attorney	<i>ES</i>	
	Borough Clerk	<i>JM</i>	<i>8/28/17</i>

ATTACHMENT (S): Fiscal Note: YES NO
 Vicinity Map (1 pp)
 Lease (24 pp)
 Ordinance Serial No. 17-117 (3 pp)

SUMMARY STATEMENT:

Application has been received from InSite Towers Development 2, LLC to construct a communications tower and construct access and utilities to the tower site for the purpose of filling in gaps in coverage of cellular service along the Parks Highway.

A Best Interest Finding For the Disposition of Borough-Owned Land is provided herein.

BEST INTEREST FINDING
For the
Disposition of Borough-owned Land

I. Summary of Proposed Action

Lease agreement with InSite Towers Development 2, LLC, for a communications tower site and construction of access road and utilities on borough-owned land.

II. Property Site Factors

A. **Location:** Parks Highway, approximate MP 104 (MSB Tax Parcel 24N05W15D002).

B. **Legal Descriptions:** Parcel D002 includes three contiguous parcels:
Township 24 North, Range 5 West, Talkeetna Recording District, Seward Meridian, Alaska.

Section 15: SE1/4 NE1/4*, E1/2 SE1/4, and Government Lot 5, containing a total of 142.71 acres, more or less, according to the official U.S. Survey General's Office, April 24, 1918.

***The tower site is located on the SE1/4 NE1/4 which is the northern most parcel adjoining the Parks Highway.**

C. **Land Status:**
Patent from the State of Alaska to the Matanuska-Susitna Borough, Patent No. 5404, November 17, 1981.

D. **Restrictions:**

1. Land Classification – This property is classified Agricultural Rights, former Title 13. The borough retained ownership of the “development rights” which include the right to subdivide, or to use the surface of the land for residential, commercial or industrial uses which are not a part of the farming enterprise conducted on the land.
2. Land Use Plans – This property is located within the Susitna Area Plan, South Parks Highway Sub-region, Management Unit 10, a mixture of private and public lands, east of the Susitna River. The management guidelines within the Unit are uses such as agriculture, fish & wildlife habitat, forestry, recreation, settlement, lakeshore management, public access, stream corridors, trail and wetlands management.
3. Title Restrictions – **Effects SE1/4 NE1/4 specifically**
State patent excludes the Parks Highway Right of Way Project No. F-035-2(7) (Sunshine to Susitna River); Memorandum of Agreement recorded on October 25, 2079, at Book 72 Page 224, Talkeetna Recording District, between the State of Alaska, Department of Natural Resources and the Matanuska-Susitna Borough for

a scenic buffer along the outside margin of the existing rights of way of the Parks Highway, 150 feet in width; and subject to valid existing trails, roads, and easements.

4. Covenants – Covenants, Conditions, and Restrictions for Agricultural Restricted Property, recorded on October 20, 1983, at Book 97 Page 160, Talkeetna Recording District.
 5. Zoning – None.
 6. Easements & Other Reservations – See above, state and federal.
- E. **Current Land Use:** Vacant land.
- F. **Surrounding Land Use:** Vacant, residential, recreational, and agricultural.
- G. **Existing Infrastructure:** None.
- H. **Soils & Terrain:** Utilizing the NRCS web soil survey and the NRCS prime and important farm land matrix for Mat-Su, the SE1/4 NE1/4 contains 86% Whitsol silt loam and identified as farmland of local importance. The remaining 14 % is Cryaquepts that is not prime farmland.
- I. **Resources:** Trees.
- J. **Assessment:** The 2017 borough assessed value of the total 142.71 acres is \$185,500.00 equating to \$1,299.83 per acre.

III. Public and Board and Commission Comments

Public notice was conducted in accordance with Title 23 procedures and included advertisement in the Frontiersman, on the borough's web site, mailings to private property owners obtained from the Borough property database, community council, appropriate boards, and assembly members.

Resulting from the public notice, two comments in support of the tower were received citing the need for better coverage for personal use and for safety/emergency reasons, stating the tower location will not impact the community's daily operations. Concerns were received to include a petition bearing 85 signatures, though it was not determined if all the signatures were from local residents potentially impacted by the tower. Concerns included potential radiation exposure, scenic view disruption, air traffic hazard, reduction in property values, loss of agriculture land and community safety.

Following are those concerns and the borough's response:

- Potential radiation danger from the tower. Pursuant to the Telecommunications Act of 1996 cellular/broadcast/communication or similar antennas are regulated to include emission levels. The Act states "No State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the

extent that such facilities comply with the Commission's regulations concerning such emissions.”

- Disruption of view shed. The applicant is proposing to construct access and utilities along the west boundary approximately 383 feet and then due east approximately 330 feet to the tower site as shown on the vicinity map and in Exhibit B of the Lease document. There is a scenic buffer 150 feet in width adjoining the Parks Highway right of way to preserve views within the scenic corridor. Utility and physical road access may directly cross the scenic buffer to serve adjacent properties, as long as the primary function of the buffer is not impaired. The tower site and access to it will not impair the buffer.
- Air traffic hazard. As part of the permitting process, the applicant received comments from the Federal Aviation Administration. The structure does not exceed obstruction standards and would not be a hazard to air navigation. The structure is required to be marked/lighted with a 5 foot rod.
- Reduction in property value. There are no statistics supporting reduction in property value if a tower site is located over 330 feet from residential area.
- Loss of agricultural lands. The tower site is less than .25 acres and will be located within a portion of land over 30 acres in size, presenting minimal loss to agricultural use. Commercial use of the property is allowed under Title 13 development rights.
- Community safety. The site is to be located over 330 feet from the Parks Highway and the neighboring subdivision to the west, which is well beyond reach for the 255 feet tower should it come down.

IV. Analysis & Discussion Recap

Title to real property is held subject to matters of record, which usually include reservations and exceptions in federal and state patents and easements plus liens and encumbrances, if any. Review of matters of record for this property include federal and state title restrictions and state and borough land use case files for this area.

As noted in Part D. 1., this property is classified Agricultural Rights under former Title 13. The borough retained ownership of the “Development Rights” which include the right to subdivide, or to use the surface of the land for residential, commercial, or industrial uses which are not a part of the farming enterprise conducted on the land.

The applicant is proposing to construct access and utilities along the west boundary approximately 383 feet and then due east approximately 330 feet to the tower site as shown on the vicinity map and in Exhibit B of the Lease document. There is a scenic buffer, 150 feet in width, adjoining the Parks Highway right of way. Utility and physical road access may directly cross the scenic buffer to serve adjacent properties, as long as the primary function of the buffer is not impaired.

InSite Towers Development 2, LLC, is a developer and operator of wireless facilities primary for the wireless and broadcast industries. MTA and InSite Towers Development 2, LLC, are working together to target areas of poor wireless coverage and build wireless facilities that provide coverage to those areas lacking wireless service. Pursuant to MSB 17.67, the applicant must meet the requirements set forth in code and obtain quasi-judicial approval from the Planning Commission for a Conditional Use Permit for a tall structure such as a cell tower.

The public's best interest is served in that cellular service will be available where there is a current gap in coverage, emergency assistance will be enhanced through better communication where none currently exists, and the use of borough property generates revenue through lease payments and taxes paid over a long period of time.

V. Recommendation

Staff recommends Assembly approval of a fair market value lease for a term of 20, with 2-5 year renewals, for a driveway access, utilities, and construction of a tower communication site.

VI. Authority

MSB 23.05.030, MSB 23.10.030(C), and MSB 23.10.080.

**MATANUSKA-SUSITNA BOROUGH
FISCAL NOTE**

Agenda Date: September 5, 2017

SUBJECT: THE MATANUSKA-SUSITNA BOROUGH ASSEMBLY AUTHORIZING THE MANAGER TO ENTER INTO A LEASE OF BOROUGH-OWNED REAL PROPERTY WITH INSITE TOWERS DEVELOPMENT 2, LLC, TO CONSTRUCT, INSTALL, MAINTAIN, REPAIR, OPERATE, AND MANAGE A COMMUNICATION SITE AND CONSTRUCT DRIVEWAY ACCESS AND UTILITIES, TAX PARCEL 24N05W15D002 (SE1/4 NE1/4) (MSB007261).

ORIGINATOR:

FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT <u>YES</u> NO
AMOUNT REQUESTED *	FUNDING SOURCE <u>Lease Revenues</u>
FROM ACCOUNT #	PROJECT #
TO ACCOUNT: <u>203.000.000.3xx.kxx</u>	PROJECT #
VERIFIED BY: <u>Barbara Baerenga</u>	CERTIFIED BY:
DATE: <u>8/28/17</u>	DATE:

EXPENDITURES/REVENUES:

(Thousands of Dollars)

OPERATING	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023
Personnel Services						
Travel						
Contractual						
Supplies						
Equipment						
Land/Structures						
Grants, Claims						
Miscellaneous						
TOTAL OPERATING						

CAPITAL						
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REVENUE	*	→				
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FUNDING:

(Thousands of Dollars)

General Fund						
State/Federal Funds						
Other	*	→				
TOTAL	*	→				

POSITIONS:

Full-Time						
Part-Time						
Temporary						

ANALYSIS: (Attach a separate page if necessary) * Amount to be determined.

PREPARED BY: _____ PHONE: _____

DEPARTMENT: Chufenmu Shen DATE: _____

APPROVED BY: _____ DATE: _____



MATANUSKA-SUSITNA BOROUGH

Community Development Department

350 East Dahlia Avenue • Palmer, AK 99645

Phone (907) 861-7869 • Fax (907) 861-8635

E-mail: lmb@matsugov.us

COMMUNICATION SITE LEASE

THIS LEASE (the "Lease") is entered into this ____ day of _____ 2017, by and between:

MATANUSKA SUSITNA BOROUGH (hereinafter "Lessor"), a municipal corporation formed under the laws of the State of Alaska, whose mailing address is 350 E. Dahlia Avenue, Palmer, Alaska 99645;

and

InSite Towers Development 2, LLC, a Limited Liability Company (hereinafter "Lessee"); whose mailing address is ATTN: _____, 1199 North Fairfax Street, Suite 700, Alexandria, Virginia 22314

The parties recite that:

- A. Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, a parcel of land more specifically described and depicted on Exhibit A attached to and for all purposes made a part of this Lease.
- B. The parties desire to adopt this Lease as a complete and final statement of all of the promises, covenants, terms and conditions in effect and binding between them.
- C. Lessor is entering into this Lease as land owner, exercising its power to manage its own lands under Alaska Statute 29.35.010(8), and the applicable provisions of the Matanuska-Susitna Borough Code ("MSB Code") Section 1.10.010(A)(9) and Title 23. The Matanuska-Susitna Borough Community Development Department, Land and Resource Management Division is responsible for management of borough-owned real property, timber, and gravel resources including lease origination, management, oversight, and enforcement, pursuant to Sections 23.05.010, 23.05.050, 23.05.070, 23.10.060, and 23.10.180 of MSB Code.

In so acting, Lessor is not waiving, and Lessor is explicitly reserving unto itself, all of its governmental authority, sovereignty and power to enact and enforce laws and regulations governing land use and development, or the conduct of any business or activity, anywhere within the Borough. Nothing in this Lease shall waive or otherwise diminish Lessor's governmental authority, sovereignty and power with respect to leased land or Lessee's use or occupancy of it.

- D. The Matanuska-Susitna Borough cannot, and does not, through this Lease, make any representations, warranties or guarantees as to the future results of any land use permits, applications, or proposals which are governed by Matanuska-Susitna Borough Code. InSite Tower Development 2, LLC, must obtain a conditional use permit in conjunction with this lease. The lease shall be revoked if necessary permits are not acquired by the Lessee.

NOW, THEREFORE, in consideration of the promises and covenants set out below, the parties agree as follows:

Section 1. Premises Leased.

1.1 Leased Premises. Lessor, for and in consideration of the rents, covenants and conditions hereinafter specified to be paid, performed and observed by Lessee, leases to Lessee, and Lessee leases from Lessor, land situated at 36832 South Parks Highway. The leased land is more particularly described and the site depicted on Exhibit A. The leased land, together with all rights, easements, privileges and appurtenances attaching or belonging to the described land, but subject to the reservation contained in Section 1.2 below, is referred to hereafter as the "Leased Premises."

1.2 Reservation of Minerals and Resources. All oil, gas, coal, other hydrocarbons, geothermal resources, rock, sand, gravel, peat, timber, and minerals of whatever nature on, in or under the above-described land are excluded from the Leased Premises and reserved to Lessor. Lessor may, nevertheless, grant Lessee a permit to make use of the timber, rock, sand, or gravel found on the Leased Premises in Lessee's development of the Leased Premises, which may require Lessee to obtain any required permit. Lessor has not promised or obligated itself to providing any such permit to Lessee. If Lessor mines and/or extracts any of the reserved minerals or resources, Lessor agrees that the mining and/or extraction shall not interfere with Lessee's business and activities on the Leased Premises or its access to the Leased Premises.

Section 2. Term.

2.1 Lease Term. This Lease shall be and continue in full force and effect for an initial term of twenty (20) years (the "Initial Term") commencing as of October ____, 2017, and expiring at 11:59 p.m. on October ____, 2037 unless earlier terminated as provided in this Lease.

2.2 Option to Renew. Lessee may apply to renew this Lease for up to two (2) additional periods of up to five (5) years each (the "Renewal Term"). To effectively exercise an option to renew, Lessee must not be in default of any of its obligations at the time of the exercise or at the time of the

commencement of any Renewal Term. During the Renewal Term(s), all of the provisions of this Lease shall remain in full force and effect, except that the rent Lessee shall pay to Lessor shall be adjusted as is provided for below.

2.2.1 Unless otherwise agreed in writing by Lessor and Lessee, Lessee will apply for lease renewal no more than 180 days prior to lease expiration and no less than 120 days prior to lease expiration. Lease renewal for periods of 5 years may be approved by the Borough Manager.

Section 3. Use and Occupancy.

3.1 Permitted Use. The non-exclusive use of Leased Premises shall be to construct, install, maintain, repair, operate, and manage a communication site, including but not limited to the construction and maintenance of a driveway, a tower 250 feet in height with a 5 feet lighted rod, structural tower base, communications equipment, and equipment cabinet(s) for one or more companies.

3.1.1 Collocated Communication Equipment. Lessee is encouraged to cooperate with other companies interested in equipment collocation. It is to be noted that collocation of equipment and/or additional collocated cabinets is subject to notification of the borough, providing updated site plan information and as-built drawings as well as any pertinent information regarding emergency notifications.

3.2 Quiet Enjoyment. Upon Lessee's timely payment of all of rents and other sums required to be paid by Lessee under this Lease, and upon Lessee's full and faithful observance and performance of all of its obligations contained in this Lease, and so long as such observance and performance continues, Lessee shall peaceably hold and enjoy the Leased Premises during the Term without hindrance or interruption by Lessor or anyone lawfully claiming by, through, or under Lessor.

3.3 Repair and Maintenance. Lessee shall, at Lessee's expense and without notice from Lessor at all times during the Term, keep the Leased Premises and all Improvements now existing or hereafter built on the Leased Premises (including but not limited to exterior building walls, windows, doors, fences, signs, landscaping and yard areas, refuse disposal equipment and facilities, pavement, curbs, gutters, exterior lighting, and drainage facilities), in good order, condition, maintenance, operability, and repair and of a neat, clean, and pleasing appearance reasonably satisfactory to Lessor.

3.4 Compliance with Laws. Lessee, at all times during the Term, at its own expense, and with all due diligence, shall observe and comply with all laws, ordinances, rules, and regulations that are now in effect or that may later be adopted by any governmental authority (including Lessor), and that may be applicable to the Leased Premises or any Improvement on it or any use of it.

3.5 Authorized Representative. Immediately after the execution of this Lease, Lessee shall provide Lessor with the name and contact information (including cell phone number and e-mail address) for Lessee's principal point of contact for Lessee's operations on the Leased Premises.

Lessor shall be entitled to directly communicate with the named individual for all matters under this Lease. Lessee shall promptly notify Lessor of any change in the person acting as Lessee's Authorized Representative for the Leased Premises.

3.6 Supervision. Lessee shall maintain reasonable and adequate on-site supervision of the Leased Premises to insure that the terms and conditions of this Lease and all applicable federal, state and borough laws, rules, and regulations governing operations within the Leased Premises are enforced.

3.7 Signage. Lessee shall not place on the Leased Premises any signage that is unrelated to any business Lessee is operating on the Leased Premises. No electioneering or campaign signs of any kind shall be placed upon the Leased Premises.

3.8 Utilities. Lessee shall pay for all utility services provided to, consumed, or used on the Leased Premises.

3.9 Waste and Wrongful Use. Lessee shall not commit or suffer any strip or waste of the Leased Premises, or engage in any unlawful activity, or engage in any unauthorized activity that is unsafe, results in any public or private nuisance thereon, or adversely affects the value, character, or utility of Lessor's surrounding property.

3.10 Setbacks. Lessee shall observe all setback requirements applicable to the Leased Premises and shall not construct or maintain any building or other structure whatever between any road or other specified rights-of-way boundary of the Leased Premises and any setback along such boundary, except for fences or walls approved by Lessor. Lessor reserves the right to make use of, and to grant utility easements and other rights to third parties in, the setback areas of the Leased Premises.

3.11 Inspection and Repair. Lessee shall repair, maintain and make good all conditions required under the provisions of this Lease, permit requirements and applicable laws within a time frame provided for curing a default under the terms of this Lease. In the event of an emergency, Lessor's notice may be verbally given and followed after-the-fact by written notice. If Lessee refuses or neglects to provide reasonable and necessary repairs or maintenance for the Leased Premises as required under the terms of this Lease to the reasonable satisfaction of Lessor after written demand, then Lessor, without prejudice to any other right or remedy it has under this Lease or otherwise, may perform such reasonable and necessary maintenance work or make such repairs without liability to Lessee for any loss or damage that may accrue to Lessee's merchandise or other property or Lessee's business by reason thereof. Upon completion of any such repair or maintenance, and no later than thirty (30) days after presentation of an invoice therefore, Lessee shall pay as additional rent Lessor's reasonable costs for making such necessary repairs or performing such maintenance, plus fifteen percent (15%) of the repair cost to cover Lessor's overhead.

3.11.1 Condition of Premises. Lessee has had an opportunity to inspect Premises and enters into this lease solely in reliance on Lessee's own examination and not by reason of any representation by the Borough. Lessee accepts the Leased Premises in present condition "AS

IS WHERE IS". No reliance shall be placed on any opinion, material, or information provided by or through Borough, and Lessee does so at its own risk, cost, and expense.

Section 4. Rent.

Rent for the lease space has been negotiated, using the assessed value of \$1,299.83 per acre/per month with site size and utility driveway access totaling 0.67 acre for a fair market value base rental rate of \$875.55 per month for InSite Towers Development 2, LLC and Matanuska Telephone Association. For each additional communication company or wireless carrier located on the tower, an additional \$200 per month for rent is required. Initial total monthly rent will be \$875.55.

4.1 Rent. Prior to collocation of ground or air structures for another company as an Authorized User, InSite Towers Development 2, LLC, will notify Land and Resource Management Division of the intent to collocate a carrier and rent will increase \$200 for each added company.

Monthly invoices for this lease will be sent to: _____ . For any change, the borough will be notified in writing.

4.1.1.1 Land Rent. Based on the site plan and acreage, Lessee shall pay in advance the land rent of \$450.00 a month during the time necessary to obtain a Tall Tower Conditional Use Permit and for the construction phase. The construction phase includes the access driveway and entire parcel of the tower site. Upon conclusion of construction, Lessee will obtain and record, at Lessee's cost, a Record of Survey for the communication tower site and driveway with a separate acreage shown for the tower site and the driveway.

4.1.1.1.1 Each year lease rent will be increased by 3% on July 1.

4.2 Taxes. Lessee shall pay all taxes imposed by MSB on Premises and improvements thereon or any other taxes relating to its operations during the term of the Lease.

4.3 Assessments. Lessee shall pay its pro rata share of assessments charged against Premises. Borough will send a written notice with a detailed explanation of any assessments pertaining to Premises to Lessee. Lessee shall pay assessment within thirty (30) days of receipt of written notice from Borough.

4.4 Failure to Pay. If Borough must pay any tax, assessment, penalty, or interest because of the failure of Lessee to pay such taxes, assessments, penalties, or interest, such obligations shall be considered a debt to Borough.

4.5 Late Charge. In the event Lessee fails to make any payment of rent or any other payments due hereunder upon the date due, Borough shall be entitled to collect from Lessee a late charge equal to six percent (6%) of the amount of the delinquent payment or \$50.00, whichever is greater.

4.6 Interest Charge. Failure to pay rent or any other payments due under the Lease on the date due shall be subject to interest at the rate of 10.5% per annum.

Section 5. Special Requirements.

5.1 Electrical Power. Lessee shall pay for all electric power and other charges or expenses incurred for Leased Premises to supply the electric power.

5.2 Compliance with Laws. Lessee shall conform with all local, state, and federal applicable laws and regulations of public authority affecting the Leased Premises and the use thereon and assume, at Lessee's sole expense, any costs of such compliance including any fines or penalties. Lessee shall obtain all federal, state, and local permits and licenses necessary to operate under this lease, including but not limited to compliance with Federal Communication Commission (FCC) requirements, Federal Aviation Administration (FAA) requirements, Title 47 CFR, National Telecommunications and Information Administration (NTIA), ANSI/NFPA 70.

5.3 Minerals and Valuable Materials. Lessee shall not remove or sell valuable materials, held by the Borough, including but not limited to gravel and timber without written consent of Borough.

5.3.1 Lessee will reimburse Lessor for any gravel from the Leased Premises utilized in construction of the access road or construction site at FMV. Authorization for same may be obtained by providing an application to Resource Specialist, Land and Resource Management Division, (907) 861-8572.

5.3.2 Lessee will make timber removed for construction that is \geq 4-inch diameter at breast height (DBH) available to the Lessor through notification of the Resource Manager, Land and Resource Management Division, (907) 861-7863.

5.4 Fire. To the extent possible, Lessee shall protect the Leased Premises from fire and shall report any fires on the Leased Premises to the Borough, by phone, as soon as possible, at the phone number shown on the signature page.

5.5 FCC License. InSite Towers Development 2, LLC, is an infrastructure provider for wireless carriers and not regulated by FCC Licensing. Lessee and/or their customers shall operate its equipment and units in compliance with the rules and regulations of the Federal Communications Commission or Lessee's license authority. Within thirty (30) days prior to the beginning of operation and any subsequent collocation, Lessee and/or their customers shall furnish the Borough with a copy of its current license and subsequent renewal license to: Matanuska Susitna Borough, Land and Resource Management Division, MSB007261, 350 East Dahlia Avenue, Palmer, Alaska, 99645.

5.6 Hazardous, Toxic, or Harmful Substances.

5.6.1 Deleterious Material. Lessee shall not make, or suffer to be made, any filling in of the Leased Premises or any deposit of rock, earth, ballast, refuse, garbage, waste matter,

chemical, biological, or other wastes, hydrocarbons, any other pollutants, or other matter within or upon the Leased Premises, except as approved in writing by Borough. If Lessee fails to remove all non-approved fill material, refuse, garbage, wastes, or any other of the above materials from the Leased Premises, Lessee agrees that the Borough may, but is not obligated to, remove such materials and charge Lessee for the cost of removal and disposal.

5.6.2 Hazardous, Toxic, or Harmful Substances. For the purposes of this Lease, the term "Hazardous Material" means any hazardous or toxic substances, material, or waste, including but not limited to oil, petroleum products and byproducts, gasoline, diesel fuel, stove oil, kerosene, and other hydrocarbons; those substances, materials and wastes listed in U.S. Department of Transportation Hazardous Materials table (49 CFR Part 172.101) or by the U.S. Environmental Protection Agency as hazardous substances (40 CFR Part 302), and amendments thereto; all materials the release of which must be reported under Title 46 of Alaska Statutes; and any such other substance, materials, and wastes that are or become regulated under any applicable local, state, or federal law.

5.6.2.1 Lessee or any authorized users shall not keep on or about the Leased Premises, any substances now or hereinafter designated as or containing components now or hereinafter designated as hazardous, toxic, dangerous, or harmful (and/or which are subject to regulation as hazardous, toxic, dangerous, or harmful) by any federal, state, or local law, regulation, statute, or ordinance (hereinafter collectively referred to as "Hazardous Substances") unless such are necessary to carry out Lessee's permitted use under Section 3 and unless Lessee fully complies with all federal, state, and local laws, regulations, statutes, and ordinances now in existence or as subsequently enacted or amended. Any substances designated as hazardous, toxic, dangerous, or harmful that are necessary to carry out Lessee's permitted use will be reported to Lessor, in writing, and copies of required permits will be provided to Lessor.

5.6.2.2 Lessee shall immediately notify Borough of any of the following:

5.6.2.2.1 all spills or re-permits of any Hazardous Substance in, on, or adjacent to Premises,

5.6.2.2.2 all failures to comply with any federal, state, or local law, regulation, or ordinance, as now enacted or as subsequently enacted or amended,

5.6.2.2.3 all inspections of the Leased Premises by, or any correspondence, orders, citations, or notifications from any regulatory entity concerning Hazardous Substances affecting Premises,

5.6.2.2.4 all regulatory orders or fines, or all response or interim cleanup actions taken by or proposed to be taken by any government entity or private

party concerning the Leased Premises.

5.6.2.2.5 on request, Lessee shall provide copies to Borough of any and all correspondence, pleadings, and/or reports received by or required of Lessee or issued or written by Lessee or on Lessee's behalf with respect to the use, presence, transportation, or generation of Hazardous Substances in, on, about, or adjacent to the Leased Premises.

5.6.2.3 Lessee shall be fully and completely liable to Borough, and, to the full extent permitted by law, shall indemnify, defend, and hold harmless Lessor and its elected and appointed officials, employees, officers, and agents with respect to any and all damages, costs, fees (including attorney's fees and costs), penalties (civil and criminal), and cleanup costs assessed against or imposed as a result of Lessee or authorized user's use, disposal, transportation, generation, and/or sale of Hazardous Substances or that of Lessee's employees, agents, assigns, contractors, subcontractors, licensees, or invitees.

5.7 Non-Ionizing Electromagnetic Radiation (NIER). Lessee shall comply with standards or requirements in effect for non-ionizing electromagnetic radiation levels as established by the Environmental Protection Agency (EPA) or other governing agencies.

5.8 Weed Control. Weed control shall be approved in writing by Borough prior to beginning such activities. No aerial spraying without prior approval by Borough is allowed.

5.9 Survey. Lessee shall submit a recorded Record of Survey for the Leased Premises within thirty (30) days of completion of the construction phase, stamped by a licensed surveyor or engineer.

Section 6. Assignment, Insurance, and Indemnity

6.1 Assignment. Lessee shall not hypothecate, mortgage, assign, subpermit, transfer, or otherwise alienate this lease ("Assignment"), or any interest therein, without the prior written consent of Borough, which consent shall be at the sole discretion of Borough; however, the Borough will not unduly withhold consent. The consent of Borough to any one assignment shall not constitute a waiver of Borough's right to consent to subsequent assignments, nor shall consent of Borough to any one assignment relieve any party previously liable as Lessee from any obligations under this Lease. The acceptance by Borough of the payment of rent following an assignment shall not constitute consent to any assignment and Borough's consent shall be evidenced only in writing.

Name Change. If during the term of this Agreement Lessee changes its name, Lessee shall provide the Borough with documentation legally supporting the name change within sixty (60) days of the effective date of the change. Lessee may contact Matanuska-Susitna Borough, Land and Resource Management Division for a list of acceptable documentation.

6.2 Lessee's Assumption of Liability, and Liability and Casualty Insurance

6.2.1 Assumption of Liability. Borough shall have no responsibility with respect to any aspect of the Leased Premises or any activity conducted thereon from and after the effective date of the Lease. Lessee shall indemnify and save Borough harmless from any and all liability, damage, expense (including attorney fees and costs), cause of action, suits, claims, or judgments by any reason whatsoever caused or arising out of the use, occupation, and control of Premises by Lessee, Collocated Lessees, invitees, agents, employees, licensees, or permittees except as may arise solely out of the willful act or gross negligence of Borough or Borough's officers, agents, or employees.

6.2.2 Evidence of Insurance. Lessee must furnish evidence of insurance in the form of a Certificate of Insurance satisfactory to the Borough, executed by a duly authorized representative of each insurer showing compliance with the insurance requirements set forth below. The Certificate of Insurance must reference the Matanuska Susitna Borough as a certificate holder and shall contain the MSB Agreement number. Before implementing this Lease, Lessee must provide proof of coverage.

6.2.3 Cancellation. The Certificate(s) of Insurance must provide forty-five (45) days written notice to the Borough before the cancellation, non-renewal, or material change of any insurance coverage included therein. Notices must be sent to the Borough via certified mail.

6.2.4 Minimum Coverage Requirements. The Minimum Coverage Requirements set forth the minimum limits of insurance Lessee must purchase to secure a contract with the Borough. These limits may not be sufficient to cover all liability losses and related claim settlement expenses. Purchase of these minimum limits of coverage does not relieve Lessee from liability for losses and settlement expenses greater than these amounts.

During the term of this Lease, Lessee must purchase and maintain, and shall require all authorized collocated lessees or independent contractors to maintain while performing work on Premises, the minimum insurance coverages and limits in Exhibit C, which may be increased by Borough at its sole discretion:

The Lessee waives all rights against the Borough for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

6.3 Self-Insurance. In lieu of the coverages required under Exhibit B Insurance "Minimum Coverage Requirements," Borough at its sole discretion, may accept evidence of self-insurance by Lessee, provided Lessee provides the following:

6.3.1 Lessee shall provide a statement by a CPA or actuary; satisfactory to the Borough that demonstrates Lessee's financial condition is satisfactory to self-insure any of the required insurance coverages.

6.3.2 Borough may require Lessee to provide the above yearly to ensure Lessee's continuing ability to self-insure. If at any time Lessee does not satisfy the self-insurance requirement, Lessee shall immediately purchase insurance as set forth under "Minimum Coverage Requirements".

6.3.4 Aside from any "self-insurance" guaranteed by the Lessee, it is the responsibility of Lessee to ensure that its contractors, agents, employees, guests, invitees, Collocated Authorized Users, or affiliates in, on, under, or above the Leased Premises, any adjoining property, or any other property subject to use by Lessee in conjunction with its use of the Leased Premises, meet minimum insurance requirements described above.

Section 7. Indemnity

7.1 Lessee assumes all responsibility, risk, and liability for its activities and use of or contact with the Leasehold. The Lessee shall defend, indemnify, save, and hold harmless the Borough, its elected and appointed officials and officers, agents, and employees, from and against any and all demands, causes of action (whether in the nature of an action for damages, indemnity, contribution, government cost recovery, hazardous materials or otherwise), fines, judgments, suits, claims, actions, proceedings, losses, costs (including full reasonable attorney's fees and costs), expenses, charges, forfeitures, liens, liabilities, settlements, penalties, and damages of any kind or nature whatsoever, including, but not limited to those alleging personal injury, wrongful death, nuisance property damage, economic loss, damages, violation of statutes, ordinances, constitutions, or other laws, rules, or regulations, contractual claims, environmental contamination (including any disposal, release, spill or discharge or any threatened disposal, release, spill, or discharge of, or contamination by hazardous materials), and environmental noncompliance (including the Lessee's failure to provide all information, make all submissions, and take all steps required by the authority under the environmental laws or any other law concerning any spill, discharge, or contamination), or any other kind of loss, tangible or intangible, sustained by any person, or property arising out of, in connection with, directly or indirectly from, or otherwise incident to Lessee's, Lessee's officers, agents, employees, partners, attorneys, suppliers, and subcontractors' Leasehold activities or performance related to this lease in any way whatsoever or use of or contact with the Leasehold, except to the extent the sole legal cause of injury or damage is the negligence or willful misconduct of the Lessor or anyone acting on the Lessor's behalf. This defense and indemnification responsibility includes claims alleging acts or omission by the Lessor or its agents which are said to have contributed to the losses, failure, violations, or damage. However, the Lessee shall not be responsible for any damages or claim arising from the sole negligence or willful misconduct of the Lessor, its agents, or employees.

7.1.1 The obligations of the Lessee to indemnify the Lessor under the terms of this Lease shall survive transfer, assignment, or other disposition of an interest in this Lease as well as the expiration, forfeiture, relinquishment, abandonment, or other termination of this Lease.

7.1.2 The Lessee shall name the Lessor as an additional insured on all insurance policies obtained and maintained by the Lessee. Any insurance purchased by the Lessee under this

section will not be construed to limit in any way the Lessee's liabilities or responsibilities under this Lease.

7.2 If any portion of this clause is voided by law or a court of competent jurisdiction the remainder of the clause shall remain enforceable.

Section 8. Default and Termination.

8.1 Breach by Lessee. In the event of any breach of any provision of this Lease by Lessee, the breach, whether material or not, shall be deemed a default entitling Borough to cancel this Lease and seek any other remedies set forth in this Lease or otherwise available at law or equity, after Borough has delivered to Lessee notice of the breach and a demand that the same be remedied immediately. Lessee shall not be in default if the breach pertains to the payment of money and Lessee cures the breach within twenty (20) days of receipt of the notice, or if the breach pertains to a matter other than the payment of any monies due under this lease, and Lessee promptly commences to cure the breach and cures the breach within forty-five (45) days after receipt of the notice.

8.2 Re-entry. In the event of any default by Lessee, Borough shall have the right, with or without canceling the Lease, to re-enter the Premises and remove all persons and property from Premises and take whatever actions may be necessary or advisable to relet, protect or preserve the Premises. Borough shall not be responsible for any damages or losses suffered by Lessee as a result of such re-entry, removal, storage, or other disposition, and no such action shall be construed as an election to terminate this Lease unless a written notice of termination is given to Lessee.

8.3 Termination of Agreements. Borough may terminate this lease for default by Lessee and subject to any non-disturbance and attornment agreements, if any, Borough shall have a right to terminate any and all subpermits, licenses, concessions, or other arrangement for possession affecting Premises.

8.4 Right to Cure. If Lessee fails to perform any undertaking or promise contained herein, Borough shall have the right but not the obligation to make such performance thirty (30) days after expiration of the notice to cure defaults stated above. Borough's expenditures to correct Lessee's failure to perform shall be reimbursed by Lessee.

8.5 Remedies Cumulative. The specified remedies to which Borough or Lessee may resort under the terms of this permit are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Borough or Lessee may lawfully be entitled in case of any breach or threatened breach by Borough or Lessee of any provision of this permit.

8.6 Insolvency. If a receiver or trustee is appointed to take possession of all or substantially all of the assets of Lessee; or if any action is taken or suffered by Lessee pursuant to an insolvency, bankruptcy or reorganization act; or if Lessee makes a general assignment for the benefit of its creditors; and if such appointment, action or assignment continues for a period of thirty (30) days, it shall, at Borough's option, constitute a material breach by Lessee.

Section 9. Access and Driveway Maintenance.

9.1 Access. Provisions for access to Premises are as follows:

9.1.1 No Access. Access to the Leased Premises will be from Parks Highway in accordance with scenic byway requirements and will be accessed along the east boundary, within the 50' section line easement. Lessee is solely responsible for constructing legal driveway access to the Leased Premises. All driveway construction will be in compliance with current Matanuska Susitna Borough road construction standards. Lessee is responsible for obtaining any necessary permits for driveway construction. Such access must contain a provision that entitles Borough to use the access as a licensee to the extent necessary to administer this lease.

9.1.2 Restricting Access. Lessee will, at its sole expense, restrict public access to the Leased Premises and Tower by construction of at least a 6-foot chain link gated fence around the cell tower site.

9.2 Driveway Repair/Maintenance. Lessee shall repair or cause to be repaired at its sole cost and expense damage to said driveway.

9.3 Improvements. Lessee shall construct no improvements to roads where access has been provided by Borough without the prior written consent of Borough, which shall not be unreasonably withheld. Unless Borough agrees to share in the cost of the improvement in writing, the improvements shall be at the sole cost of the improver.

9.4 Insurance. The provisions under Section 6 – Assignment, Insurance, and Indemnity- shall apply to Lessee's use of roads or driveways authorized herein.

9.5 Time Restrictions. Road or driveway maintenance shall take place after June 15 and prior to October 15 of each year. Lessee shall provide Borough with a driveway or road (for any borough roads involved) maintenance plan to be accepted by Borough prior to June 1 of each year. MTA Communications, LLC plans to use snowmachines for winter access, as needed.

Section 10. Improvements.

10.1 Site Plan. Lessee has submitted and Borough has accepted a site plan, which is attached as Exhibit C. Lessee shall not construct any improvement unless such improvements are authorized in an approved site plan. The plan shall not be changed without prior written acceptance by Borough.

10.2 Utilities. Prior to excavation, clearing, or construction, Lessee will employ a utility locator service, at no cost to Borough, to check the permit area for buried utilities.

10.3 Unauthorized Improvements. All improvements made on the Leased Premises without the

written consent of Borough are unauthorized and shall, at the option of Borough, be removed by Lessee, be removed by Borough at the cost to Lessee, or become the property of Borough.

10.4 Maintenance and Repair of Improvements. Lessee shall maintain and repair all improvements owned by Lessee, at its own cost.

10.5 Removal of Improvements. Lessee shall remove all Lessee owned improvements, including fixtures, from the Leased Premises within sixty (60) days from the Termination Date unless otherwise provided herein. In the event Borough authorizes Lessee owned improvements to remain past the sixty-day period, Lessee shall pay to Borough the contract rent then in effect from the Termination Date until the improvements are removed. If Lessee fails to remove the improvements at the end of the sixty (60) day period where no extension has been granted or at the end of such other period authorized by Borough, Lessee shall be in trespass, and such improvements shall be deemed unauthorized improvements subject to disposition as set forth in Section 9.3.

10.6 As-Built Drawing. Within thirty (30) days after the completion of construction, Lessee shall provide Borough with an 8-1/2 x 11 inch as-built drawing of the site stamped by a licensed surveyor or engineer. As-built drawing must establish the location and dimensions of all improvements constructed or installed, including tower, tower footings, surface structures (cabinets), fences, and utilities, and must provide bearings and distances to an established survey point in a form consistent with generally accepted professional standards and any special survey instructions issued. This As-Built is in addition to the required Record of Survey for the site. When other carriers are collocated, a new As-Built drawing will be provided to the borough within thirty (30) days.

Section 11. Miscellaneous.

11.1 No Partnership. Borough is not a partner nor a joint venturer with Lessee in connection with the business carried on under this permit and shall have no obligation with respect to Lessee's debts or other liabilities.

11.2 Non-Waiver. Waiver by either party of strict performance or any provisions of this permit shall not be a waiver of nor prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

11.3 Venue and Choice of Law. Any dispute arising out of this Lease shall be governed by the laws of the State of Alaska. Venue for resolving such disputes shall be in State of Alaska, Third Judicial District at Palmer and not elsewhere.

11.4 Interpretation and Numbering. This lease has been submitted to the scrutiny of all parties hereto and their counsel if desired, and shall be given a fair and reasonable interpretation in accordance with the words hereof, without consideration or weight being given to its having been drafted by any party hereto or its counsel. Section numbers or titles are not to be considered in interpreting this permit.

11.5 Notices.

11.5.1 Any notice given under this lease shall be deemed received when delivered by hand or three (3) days after deposit in the United States mail with proper first class postage affixed addressed to the parties authorized representatives.

11.5.2 Changes of address may be given in accordance with this section. Lessee shall notify Borough within seven (7) calendar days of any change of address, business name, contact person's name or other changes that may affect the permit.

11.5.3 General information regarding this lease may be sent to:

If to Lessee, to:

InSite Towers Development 2, LLC
Attn: Legal Department
1199 N. Fairfax Street, Suite 700
Alexandria, VA 22314
Telephone: (703)535-3009
Facsimile: (703)535-3051

With a copy to:

InSite Wireless Group, LLC
Attn: General Counsel
260 Newport Center Drive, Suite 421
Newport Beach, CA 92660
Attn: Legal Department
Telephone: (949)999-3319
Facsimile: (949)999-3359

If to Lessor, to:

Matanuska-Susitna Borough
Land and Resource Management
Attn: Tracy K. McDaniel
350 E. Dahlia Avenue
Palmer, Alaska 99645

With a copy to:

Matanuska-Susitna Borough
Borough Attorney
Attn: Nicholas Spiropoulos
350 E. Dahlia Avenue
Palmer, Alaska 99645

11.6 Liens. Lessee shall not suffer nor permit any lien to be filed against Lessee's interest in Premises or any improvement thereon by reason of work, labor, services or materials performed or supplied to Lessee or anyone holding Premises or any part thereof under the lease. If any such lien is filed against Lessee's interest or any improvements thereon, Lessee shall cause the same to be discharged of record within thirty (30) days after the date of filing the same unless other arrangements are authorized in writing by Borough. Lessee shall indemnify Borough for any costs, damages or expenses (including attorneys' fees) incurred as a result of the filing of such liens or in obtaining their discharge whether such costs, damages or expenses were incurred prior or subsequent to permit termination.

11.7 Force Majeure. Borough's or Lessee's failure to perform any of its obligations under this lease shall be excused if due to causes beyond its control and without the fault or negligence of Borough or Lessee, including but not restricted to acts of God, acts of the public enemy, vandalism, fires, lightning, floods, epidemics or labor strikes.

11.8 Preservation of Markers. Any legal land subdivision survey corners, reference points or monuments are to be preserved. If such are destroyed or disturbed by Lessee, Lessee shall re-establish them by a licensed land surveyor in accordance with U. S. General Land Office standards at their own expense. Corners, reference points, or monuments that must necessarily be disturbed or destroyed in the process of carrying out the operations allowed by this lease must be adequately referenced and/or replaced. Such references must be approved by Borough prior to removal of said corners, reference points, or monuments.

11.9 Condemnation. If all of Premises is taken by any public authority under the power of eminent domain, this Lease shall terminate as of the date possession was taken by said public authority pursuant to such condemnation. If any part of the Leased Premises is so taken and, in the opinion of either Borough or Lessee, it is not economically feasible to continue this lease in effect, either party may terminate this Lease. Such termination by either party shall be made by notice to the other given not later than thirty (30) days after possession is so taken, the termination to be effective as of the later of thirty (30) days after said notice or the date possession is taken. If part of Leased Premises is so taken and neither Borough nor Lessee elects to terminate this lease, or until termination is effective, as the case may be, the rental shall be abated in the same proportion as the portion of Leased Premises so taken bears to the whole of Leased Premises. All damages awarded for the taking or damaging of all or any part of Leased Premises, or Borough-owned improvements thereon, shall belong to and become the property of Borough and Lessee hereby assigns to Borough any and all claims to such award. However, Borough shall not claim any interest in or to personal property or authorized improvements belonging to Lessee.

11.10 Discriminatory Acts Prohibited. Lessee in its use or occupancy of the Leased Premises, shall not discriminate against any person or class of persons by reason of sex, race, color, creed, or national origin and shall comply with all federal regulations and laws in regard to discrimination.

11.11 Recordation of Lease. This Lease shall be recorded in full, along with all Exhibits and attachments therefrom, and which recording expense shall be borne by the Lessee.

11.12 Proprietary Information/Public Disclosure. Materials or information submitted as required in this Agreement shall become public records within the meaning MSB 1.50.030 and A.S. 40.25.110.

Any submitted materials or information that the Lessee claims as exempt from disclosure under the provisions of MSB 1.50.040 and A.S. 40.25.110 must be clearly designated. The page must be identified and the particular exemption from disclosure upon which the Lessee will rely upon in making the claim for exemption must be identified. Making the entire submitted materials or information exempt from disclosure is not acceptable unless warranted.

The Borough will consider a Lessee's request for documents to be exempt from disclosure; however, the Borough will make an independent decision on the applicability of any claimed exemption. If a public records request is made regarding materials that the Lessee has requested be exempt, the affected Lessee will be given notice of the request and allowed to seek a court injunction against the

requested disclosure prior to the Borough fulfilling the public records request.

Section 12. Exhibits. This Lease is subject to the terms and conditions of exhibits referenced herein, which are attached hereto and by this reference, made a part hereof.

List of Exhibits

Exhibit A	Legal Description
Exhibit B	Driveway and Site
Exhibit B1	Vicinity Map
Exhibit C	Insurance
Exhibit D	FAA Determination

IN WITNESS WHEREOF, Lessor and Lessee have duly executed and acknowledged this Lease for on the dates indicated below.

MATANUSKA SUSITNA BOROUGH

John Moosey
Borough Manager

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by John Moosey, the Manager of MATANUSKA-SUSITNA BOROUGH, on behalf of the municipal corporation.

(Seal)

Notary Public in and for Alaska
My Commission Expires: _____

INSITE TOWERS DEVELOPMENT 2, LLC

MEMBER/MANAGER, INSITE TOWERS DEVELOPMENT 2, LLC

STATE OF XXXXXX)
)ss.
UNITED STATE OF AMERICA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, the authorized representative of INSITE TOWERS DEVELOPMENT 2, LLC, on behalf of the limited liability company.

(Seal)

Notary Public in and for XXXXXX
My Commission Expires: _____

EXHIBIT A

The Leased Premises are legally described as follows:

Township 24 North, Range 5 West, Talkeetna Recording District, Seward Meridian, Alaska.
Section 15: SE1/4 NE1/4, according to the official U.S. Survey General's Office, April 24, 1918.

EXHIBIT B

(INSERT SITE DEVELOPMENT MAP)

EXHIBIT C

INSURANCE (Lessee/Permittee/Manager)

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of the Agreement to create in the public or any member thereof a third party benefit hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

It is highly recommended that the Lessee/Permittee/Manager confer with their respective insurance companies or brokers to determine if their insurance program complies with the Lessor's Insurance requirements.

The Lessee/Permittee/Manager shall procure and maintain the following insurance:

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services office form number CG 0001 (Edition 10/01) covering Commercial General Liability.
2. Insurance Services office form number CA 0001 (Edition 10/99) covering Automobile Liability, symbol 1 "any auto."
3. Worker's Compensation insurance as required by the State of Alaska and Employers Liability Insurance.
4. Builders risk for any leasehold development to cover:
 - a. building materials (installed and uninstalled) and supplies on the job site, in storage, and in transit;
 - b. temporary structures, foundations, and excavation sites;
 - c. equipment, scaffolding, and fences;
 - d. theft, flood, sinkholes, fire, earthquakes, and other weather-related damage; and
 - e. design error, faulty workmanship, changes in laws;
5. Protection and Indemnity Insurance if operating a vessel or engaged in any activities creating liability traditionally covered by maritime insurance, if applicable. Insurance shall cover crew and third-party liability and coverage shall not be less than \$1,000,000 per occurrence.
6. Environmental/Pollution Liability insurance to cover any activities arising out of the Lessee's operations.

B. Minimum Limits of Insurance

Lessee/Permittee/Manager shall maintain limits no less than:

1. General Liability:

\$1,000,000 combined single limit per occurrence for bodily injury, property damage, personal injury and advertising injury. The general aggregate limit shall be

\$1,000,000 minimum. The general aggregate limits shall apply separately to each project.

General liability insurance shall be maintained in effect throughout the term of the Agreement.

If the general liability insurance is written on a claim made form, the Lessee/Permittee/Manager shall provide insurance for a period of two years after termination or expiration of this Agreement. The policy(s) shall evidence a retroactive date, no later than the beginning of this Agreement.

2. Auto Liability:
\$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Worker's Compensation and Employers Liability:
Worker's Compensation shall be statutory as required by the State of Alaska. Employer's liability shall be endorsed to the following minimum limits:

Bodily injury by Accident -	\$100,000 each accident
Bodily injury by Disease -	\$100,000 each employee
Bodily injury by Disease -	\$500,000 policy limit
4. Builders risk: Minimum would be determined by cost of project. This insurance may be provided by the Lessee or Lessee's contractor.
5. Protection and Indemnity (P&I),
If applicable, minimum \$1,000,000.
6. Environmental/Pollution Liability.
A policy providing coverage for claims involving transport, remediation, storage, disposal, or other handling of hazardous materials or waste arising out of the Lessee's operations. Such Pollution Liability policy shall provide at least \$1,000,000 per occurrence/aggregate coverage for bodily injury and property damage.
7. Excess Liability:
In order to meet the required minimum limits of insurance it is permissible for the Lessee/Permittee/Manager to combine an excess liability or umbrella policy with the general liability, auto liability or employer's liability. In the instance where the Lessee/ Permittee/ Manager purchases an excess liability or umbrella policy the occurrence limit and the aggregate limit may be of the same amount.

C. Deductibles and Self-Insured Retention

Prior to occupancy, any deductible or self-insured retention must be declared and approved by the Lessor. Lessee/Permittee/Manager may be requested to demonstrate how the deductible or self-insured retention will be funded in the event of a claim. At the option of the Lessor, the Lessee/Permittee/Manager shall reduce or eliminate such deductibles or self-insured

retention as respects the Lessor, its officers, officials, employees and volunteers; or the Lessee/Permittee/Manager shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability, Automobile Liability

- a. The Lessor, its Administrator, officers, officials, employees, and volunteers shall be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Lessee/Permittee/Manager; products and completed operations of the Lessee/Permittee/Manager; premises owned, occupied or used by the Lessee/Permittee/Manager or automobiles owned, leased, hired or borrowed by the Lessee/Permittee/Manager. The coverage shall contain no special limitation on the scope of protection afforded to the Lessor, its Administrator, officers, officials, employees, and volunteers.
- b. The Lessee/Permittee/Manager's insurance coverage shall be primary insurance as respects the Lessor, its Administrator, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Lessor, its Administrator, officers, officials, employees, and volunteers shall be excess of the Lessee/Permittee/Manager insurance and shall not contribute to it.
- c. The Lessee/Permittee/Manager insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employer's Liability

The insurer shall agree to waive all rights of subrogation against the Lessor, its Administrator, officers, officials, employees, and volunteers for losses arising from work performed by the Lessee/Permittee/Manager or any subcontractor of the Lessee/Permittee/Manager in relation to this Agreement.

3. All Insurance

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days prior written notice for nonpayment of premium or fraud on the part of the Lessee/Permittee/Manager or 60 days prior written notice for any other reason by certified mail, return receipt requested, has been given to the Lessor. ***Such notice shall be mailed to the attention of the Lessor's Land Management representative.***

E. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-VII.

F. Verification of Coverage

Lessee/Permittee/Manager shall furnish the Lessor with certificates of insurance and with certified copies of all endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms acceptable to the Lessor. All certificates are to be received and approved by the Lessor before occupancy commences. The Lessor reserves the rights to require complete, certified copies of all required insurance policies, at any time.

G. Subcontractors

Lessee/Permittee/Manager shall include all subcontractors and as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all requirements stated herein.

H. Lapse in Insurance Coverage

A lapse in insurance coverage, any change that restricts, reduces insurance provided, or changes name of insured without Lessor approval is a material breach of this agreement, which shall result in immediate termination of the agreement.

SITE PLAN

SE 1/4 NE 1/4, SOUTH OF PARKS HWY.
IN SECTION 15, TOWNSHIP 24 NORTH,
RANGE 5 WEST, SEWARD MERIDIAN, AK

SURVEYOR'S NOTES

1. BASIS OF BEARING IS PER RECORD PLAT OF WHEATLEY SUBD., PLAT NO. 73-7, TALKIETNA RECORDING DISTRICT.
2. NO SURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED EVIDENCE ONLY.
3. ALL VISIBLE TOWER EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA.
4. SURVEY COMPLETED IN FEBRUARY AND APRIL 2017.
5. THIS SURVEY DOES NOT REPRESENT A SURVEY OF THE PARENT PARCEL. REAL PROPERTY SHOWN HEREON ARE APPLICABLE TO THE TELECOMMUNICATIONS SITE. THERE MAY BE OTHER IMPROVEMENTS NOT SHOWN.
6. TRUSTEE'S DEED RECORDED AS BOOK 154 AT PAGE 847, SITES A "MEMORANDUM OF UNDERSTANDING BETWEEN MATANUSKA-SUSTINA BOROUGH AND THE STATE OF ALASKA" RECORDED IN THE TALKIETNA RECORDING DISTRICT IN BOOK 72 AT PAGE 224. SAID MEMORANDUM DEDICATES A 150' SCENIC BUFFER AND RESTRICTS ACCESS. SEE DOCUMENT FOR STIPULATIONS.
7. TOPOGRAPHIC LINES SHOWN HEREON ARE GENERATED FROM THE MATANUSKA-SUSTINA BOROUGH LIDAR & IMAGERY PROJECT.

- REVISION: 1 - ACCESS EASEMENT RELOCATION
REVISION: 2 - LEASE AREA AND ACCESS EASEMENT REVISION
REVISION: 3 - ACCESS WIDTH REVISION
REVISION: 4 - MSH TOPO ADDED
REVISION: 5 - ACCESS EASEMENT RELOCATION

SITE NAME: SUNSHINE CREEK
SITE NUMBER: AK101
ADDRESS: 36832 S. PARKS HWY.
WILLOW, ALASKA 99688
MATANUSKA-SUSTINA BOROUGH

SURVEY WORK PERFORMED FOR:

Inste
WirelessGroup, LLC
1199 N. FAIRBAX ST. #700
ALEXANDRIA, VA 22314
703-535-3009

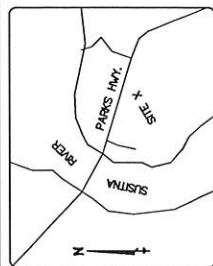
SURVEY WORK PERFORMED BY:

ACUTER
GEOMATICS LLC
50659 E. BLUE LIPUNE DR. #104, VASHTO, AK 99654
(907) 376-8800 FAX (907) 376-9649 ACUTERSURVEY.COM
DRAWN BY: TERESA CHECKED BY: TERRY JOB #: 17-0805

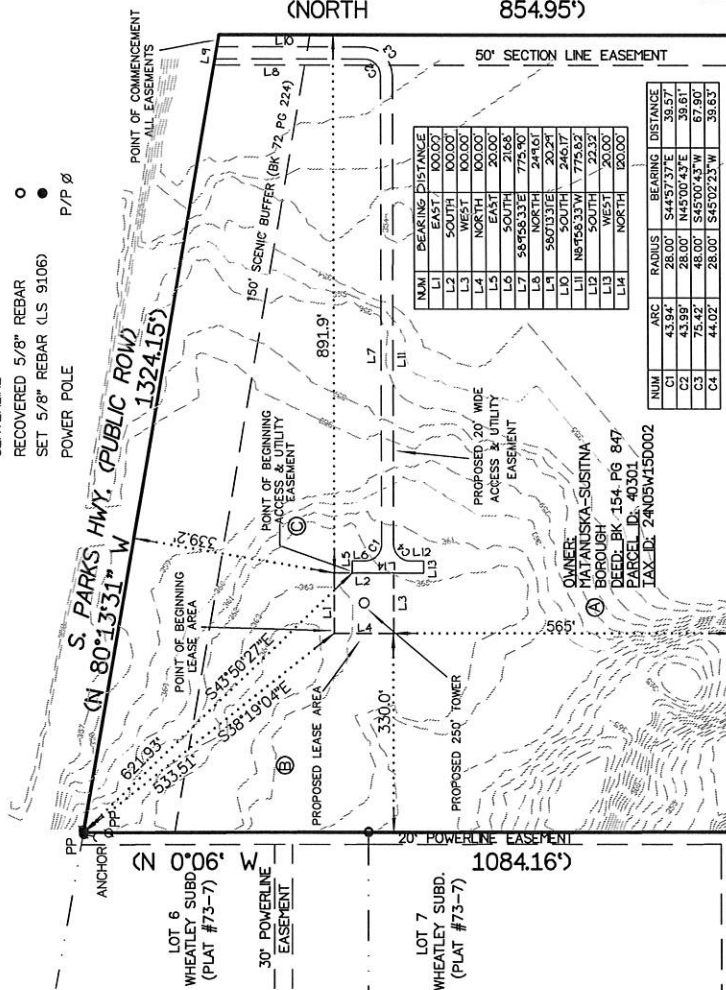
SHEET 1 OF 1

- LEGEND:**
- MEASURED DATA N 90°00'00" W
 - RECORD DATA (N 90°00'00" W)
 - PROPERTY BOUNDARY LINES
 - ADJACENT PROPERTY LINES
 - CENTERLINE
 - RECOVERED 5/8" REBAR
 - SET 5/8" REBAR (U.S. 91106)
 - POWER POLE

SITE OVERVIEW:
(1"=200')



VICINITY MAP NOT TO SCALE



FAA 1-A TOWER LOCATION INFORMATION
280± PROPOSED LATTICE TOWER

NAD 83
LATITUDE = 62°10'18.218" N ± 20"
LONGITUDE = 150°09'37.165" W ± 20"
GROUND ELEVATION AT BASE OF TOWER = 381.1 ± 3' NAVD83
GROUND ELEVATION AT TOP OF TOWER ABOVE GROUND = 611.5 ± 3'



AREA TABLE	SQUARE FEET	ACREAGE
(A) PARENT PARCEL	n/g	n/g
(B) LEASE AREA	10,000 ±	0.23 ±
(C) ACCESS & UTILITY EASEMENT	24,966 ±	0.57 ±

FLOOD NOTE: THIS PARCEL LIES WITHIN FLOOD ZONE X PER FEMA. MAP NUMBER 02170C3500E, WITH AN EFFECTIVE DATE OF 03/17/2011.

LEGAL DESCRIPTION (PARENT PARCEL)
THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (SE 1/4 NE 1/4) OF SECTION 15, TOWNSHIP 24 NORTH, RANGE 5 WEST, SEWARD MERIDIAN, ALASKA, LYING SOUTH OF THE PARKS HIGHWAY.

LEGAL DESCRIPTION (LEASE AREA AS SURVEYED)
A TEN THOUSAND (10,000) SQUARE FOOT LEASE AREA, WITHIN THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (SE 1/4 NE 1/4) OF SECTION 15, TOWNSHIP 24 NORTH, RANGE 5 WEST, SEWARD MERIDIAN, ALASKA, LYING SOUTH OF THE PARKS HIGHWAY, IN THE RECORDS OF THE TALKIETNA RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL, THENCE N 89°13'14" W ALONG THE NORTH BOUNDARY OF SAID PARCEL AND THE SOUTH BOUNDARY OF THE SOUTH PARKS HIGHWAY RIGHT-OF-WAY, A DISTANCE OF 1324.15 FEET TO A POINT, THE NORTHWEST CORNER OF SAID PARCEL, COMMON TO THE NORTHEAST CORNER OF LOT 6, WHEATLEY SUBDIVISION, PLAT NO. 73-7, THENCE S 38°15'06" E A DISTANCE OF 533.51 FEET TO A POINT, THE TRUE POINT OF BEGINNING.

THENCE EAST A DISTANCE OF 100.00 FEET TO A POINT,
THENCE SOUTH A DISTANCE OF 100.00 FEET TO A POINT,
THENCE WEST A DISTANCE OF 100.00 FEET TO A POINT, THE TRUE POINT OF BEGINNING.

CONTAINING 10,000 SQUARE FEET, MORE OR LESS. (0.23 ACRES)

LEGAL DESCRIPTION (ACCESS & UTILITY EASEMENT) AS SURVEYED
A TWENTY-FOUR THOUSAND NINE HUNDRED SIXTY-SIX (24,966) SQUARE FOOT ACCESS AND UTILITY EASEMENT, TWENTY (20) FEET WIDE, TEN (10) FEET EACH NORTHWEST AND SOUTHWEST, COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST ONE-QUARTER (SE 1/4 NE 1/4) OF SECTION 15, TOWNSHIP 24 NORTH, RANGE 5 WEST, SEWARD MERIDIAN, ALASKA, LYING SOUTH OF THE PARKS HIGHWAY, IN THE RECORDS OF THE TALKIETNA RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL, THENCE N 80°13'31" W ALONG THE NORTH BOUNDARY OF SAID PARCEL AND THE SOUTH BOUNDARY OF THE SOUTH PARKS HIGHWAY RIGHT-OF-WAY, A DISTANCE OF 1324.15 FEET TO THE NORTHWEST CORNER OF SAID PARCEL, COMMON TO THE NORTHEAST CORNER OF LOT 6, WHEATLEY SUBDIVISION, PLAT NO. 73-7, THENCE S 43°50'27" E A DISTANCE OF 621.93 FEET TO A POINT, THE TRUE POINT OF BEGINNING.

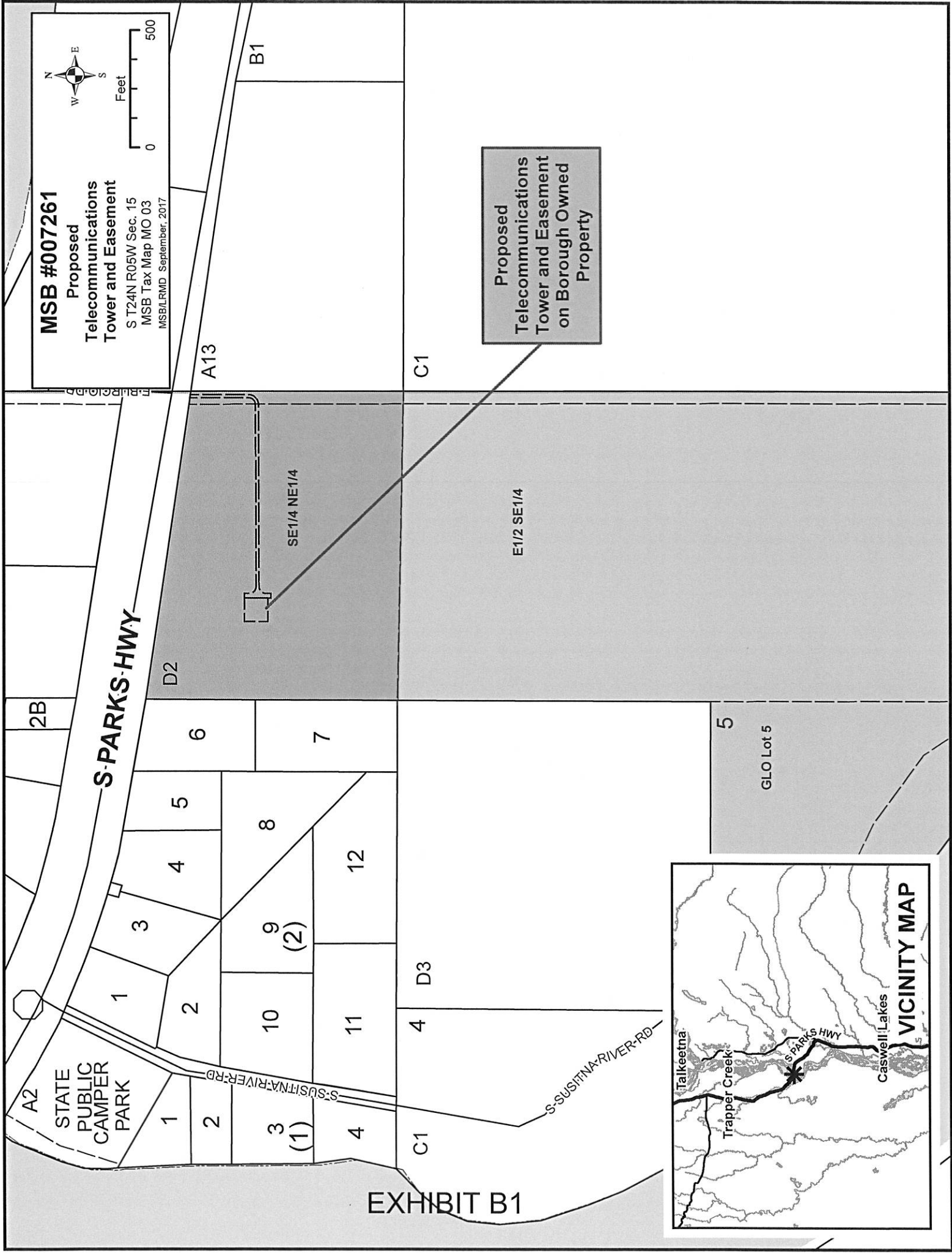
THENCE EAST A DISTANCE OF 20.00 FEET TO A POINT,
THENCE SOUTH A DISTANCE OF 21.88 FEET TO A POINT OF CURVATURE,
THENCE ALONG A CURVE CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 28.00 FEET, ARC LENGTH OF 43.94 FEET, CHORD BEARING OF S 41°57'37" E AND CHORD LENGTH OF 39.57 FEET TO A POINT OF TANGENCY,
THENCE S 89°13'31" W ALONG THE NORTH BOUNDARY OF SAID PARCEL, A DISTANCE OF 28.00 FEET, ARC LENGTH OF 43.99 FEET, CHORD BEARING OF N 45°00'43" E AND CHORD LENGTH OF 39.61 FEET TO A POINT OF TANGENCY,
THENCE NORTH A DISTANCE OF 249.61 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID PARCEL, COMMON TO THE SOUTH PARKS HIGHWAY RIGHT-OF-WAY,
THENCE S 80°13'31" E ALONG THE NORTH BOUNDARY OF SAID PARCEL AND THE SOUTH BOUNDARY OF THE SOUTH PARKS HIGHWAY RIGHT-OF-WAY, A DISTANCE OF 2029 FEET TO A POINT,
THENCE S 62°10'18" E ALONG THE NORTH BOUNDARY OF SAID PARCEL, HAVING A RADIUS OF 48.00 FEET, ARC LENGTH OF 75.42 FEET, CHORD BEARING OF S 45°00'43" W AND CHORD LENGTH OF 67.90 FEET TO A POINT OF TANGENCY,
THENCE N 89°59'33" E ALONG THE SOUTH BOUNDARY OF SAID PARCEL, HAVING A RADIUS OF 28.00 FEET, ARC LENGTH OF 44.02 FEET, CHORD BEARING OF S 45°02'23" W AND CHORD LENGTH OF 39.63 FEET TO A POINT OF TANGENCY,
THENCE SOUTH A DISTANCE OF 23.32 FEET TO A POINT,
THENCE WEST A DISTANCE OF 20.00 FEET TO A POINT, THE TRUE POINT OF BEGINNING.

CONTAINING 24,966 SQUARE FEET, MORE OR LESS. (0.57 ACRES)

MSB #007261

Proposed
Telecommunications
Tower and Easement

S T24N R05W Sec. 15
MSB Tax Map MO 03
MSB/LRMD September, 2017



Proposed
Telecommunications
Tower and Easement
on Borough Owned
Property

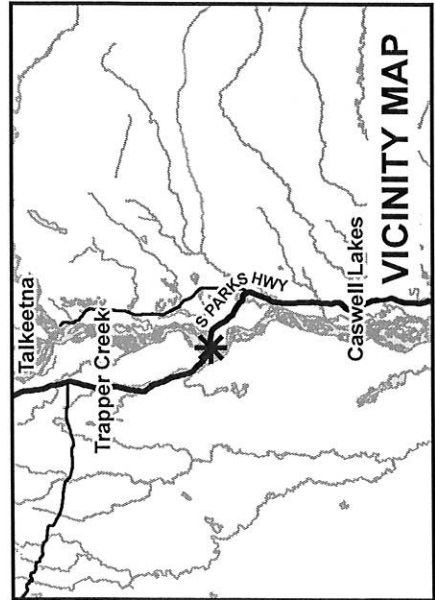


EXHIBIT B1