

MATANUSKA-SUSITNA BOROUGH INFORMATION MEMORANDUM IM No. 26-010

SUBJECT: AN ORDINANCE OF THE MATANUSKA-SUSITNA BOROUGH ASSEMBLY TO ENTER INTO A LEASE WITH CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS FOR A COMMUNICATION SITE LOCATED AT 5182 N. PITTMAN ROAD, WASILLA; AND TO CLASSIFY A PORTION OF THE SUBJECT PARCEL AS GENERAL PURPOSE LANDS. (MSB007983)

AGENDA OF: January 6, 2026

ASSEMBLY ACTION:

Adopted without objection. 1/20/26 - EMW

AGENDA ACTION REQUESTED: Introduce and set for public hearing.

Route To	Signatures
Originator	12/17/2025 X S u z a n n e R e i l l y _____ Signed by: Suzanne Reilly
Division Manager	12/17/2025 X J o e M e t z g e r _____ Signed by: Joe Metzger
Department Director	12/18/2025 X J i l l i a n M o r r i s s e y _____ Signed by: Jillian Morrissey
Finance Director	12/19/2025 X L i e s e l Z a n t o f o r C H _____ Signed by: Liesel Zanto
Borough Attorney	12/19/2025 X S h a n n o n B o d o l a y f o r N S _____ Signed by: Shannon Bodolay
Borough Manager	12/19/2025 X M i c h a e l B r o w n _____ Signed by: Mike Brown
Borough Clerk	12/19/2025 X E s t e l l e W i e s e f o r L M _____ Signed by: Estelle Wiese

- ATTACHMENT (S) :** Fiscal Note (1 pp)
 Location Map (1 pp)
 Site Plan (2 pp)
 Appraisal Finding (1 pp)
 Planning Commission Resolution 25-29 (2 pp)
 Best Interest Finding (4 pp)
 Lease Agreement (27 pp)
 Ordinance Serial No. 26-007 (2 pp)

SUMMARY STATEMENT:

An application was submitted by Cellco Partnership d/b/a Verizon Wireless pursuant to MSB 23.10.080 to lease a portion of Borough-owned property (behind Fire Station 7-2). The purpose of the request is to construct, install, maintain, repair, operate, and manage a cellular communication site with a tower up to 125 feet in height.

DISCUSSION:

The applicant is requesting a 10-year lease with two five-year renewal options for approximately 900 square feet (30' x 30') to build and operate a cellular tower. The subject parcel is 2.01 acres and is the location of Borough Fire Station 7-2. Access is offered through the existing fire department driveway and parking lot. In addition, a utility easement will be established to provide electricity to the leased site (see attached site plan). Construction will include a tower, cabinet, and other structures necessary for cellular operations, that would be managed by Cellco Partnership, aka Verizon Wireless (Lessee).

A Best Interest Finding is completed and attached. The area behind the fire station is vacant, with no other plans for use.

An appraisal was performed by third party appraisers of Black-Smith, Bethard & Carlson, LLC to determine fair market rent of the subject site. As of October 23, 2024, the fair market rent for the 900 square foot site is stated to be \$1,000 per month/\$12,000 per year with 3% annual escalations. The Lease also calls for the lessee to pay any assessed property taxes. Collocations by third parties are each subject to an additional fee of \$200 per month. The Mat-Su Borough has negotiated collocation for Borough Department of Emergency Services emergency communication equipment on the subject tower at no additional cost.

Public notice was provided in September 2025 in the Frontiersman, by mail to surrounding residents, community council, required boards and assembly members, and was posted on the Borough website. Following this notice, no public comments were received. The Department of Emergency Services confirmed that they are agreeable to the request.

AUTHORITY:

MSB 23.10.030(C) requires Assembly approval by Ordinance of any lease greater than 10 years in length.

MSB 23.05.030(G) requires that a Best Interest Finding shall be

completed when disposing of, exchanging, or otherwise conveying an interest in real property at less than fair market value. A Best Interest Finding is attached hereto, though compensation for this lease is at fair market value. The Planning Commission will review the classification on January 5th under Planning Commission Resolution 25-29 and will provide a recommendation for the Assembly's January 6th meeting.

MSB 23.10.080 Application. All applications for purchase or use of Borough-owned real property shall be filed with the Manager according to the procedures adopted by Assembly resolution. Each application shall be accompanied by the appropriate fee.

RECOMMENDATION OF ADMINISTRATION:

Land Management staff recommends that the Assembly approves Ordinance Serial Number 26-007 to allow the Manager to enter into this fair market value lease with Cellco Partners d/b/a Verizon Wireless and to approve the classification of a portion of the parcel as General Purpose Lands.

MATANUSKA-SUSITNA BOROUGH

FISCAL NOTE

Agenda Date: January 6, 2026

SUBJECT: AN ORDINANCE OF THE MATANUSKA-SUSITNA BOROUGH ASSEMBLY TO ENTER INTO A LEASE WITH CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS FOR A COMMUNICATION SITE LOCATED AT 5182 N. PITTMAN ROAD, WASILLA; AND TO CLASSIFY A PORTION OF THE SUBJECT PARCEL AS GENERAL PURPOSE LANDS. (MSB007983)

FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT YES NO
AMOUNT REQUESTED *Per lease schedule	FUNDING SOURCE Land Management
FROM ACCOUNT # 203.000.000 4XX.XXX	PROJECT
TO ACCOUNT:	PROJECT #
VERIFIED BY: X M e r i s s a C a r r e l l 1 2 / 1 9 / 2 0 2 5 S i g n e d b y : M e r i s s a C a r r e l l	

EXPENDITURES/REVENUES: (Thousands of Dollars)

OPERATING	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030
Personnel Services						
Travel						
Contractual		* _____ →				
Supplies						
Equipment						
Land/Structures						
Grants, Claims						
Miscellaneous						
TOTAL OPERATING						

CAPITAL						
---------	--	--	--	--	--	--

REVENUE						
---------	--	--	--	--	--	--

FUNDING: (Thousands of Dollars)

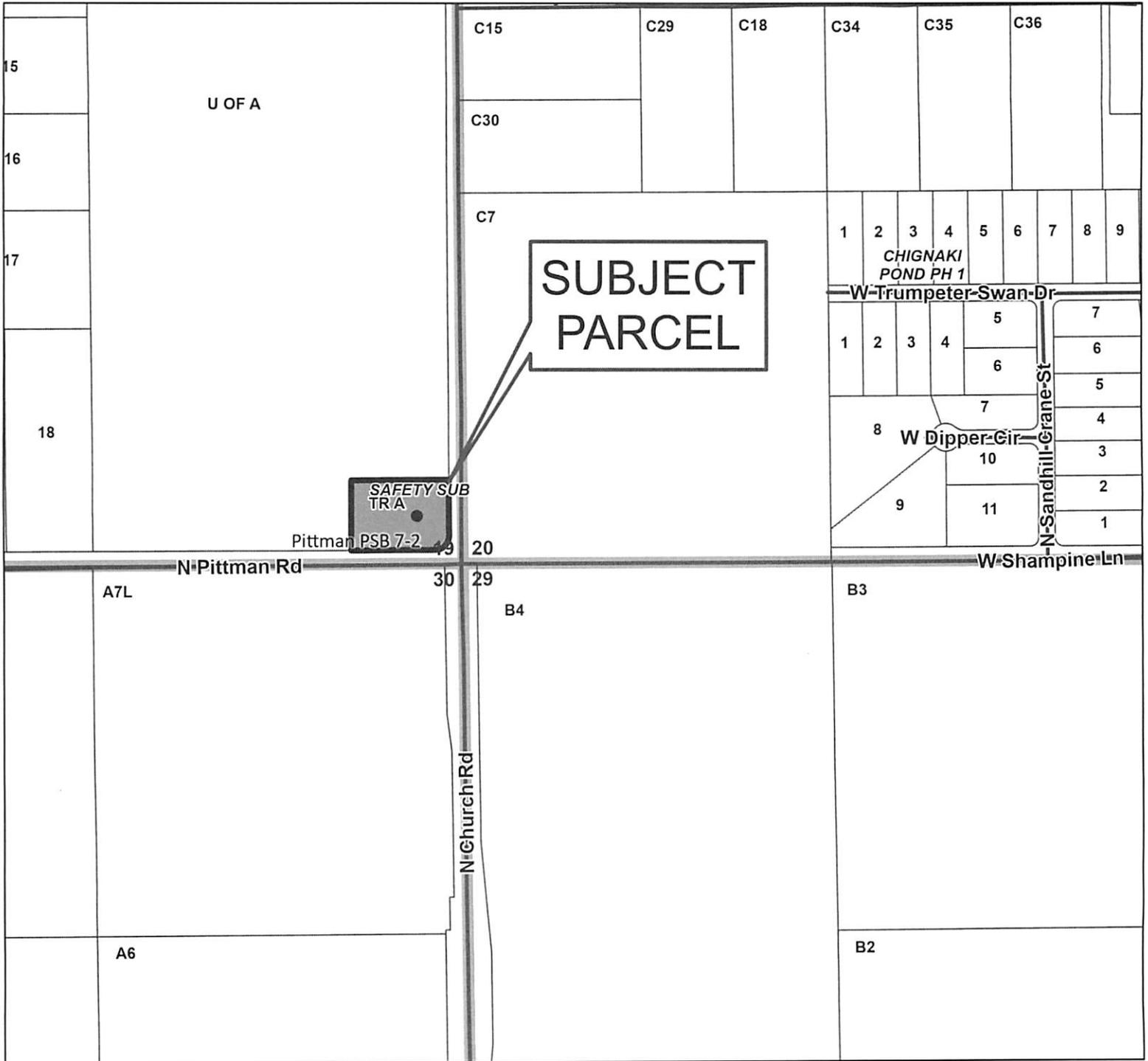
General Fund						
State/Federal Funds						
Other		* _____ →				
TOTAL		* _____ →				

POSITIONS:

Full-Time						
Part-Time						
Temporary						

ANALYSIS: (Attach a separate page if necessary)

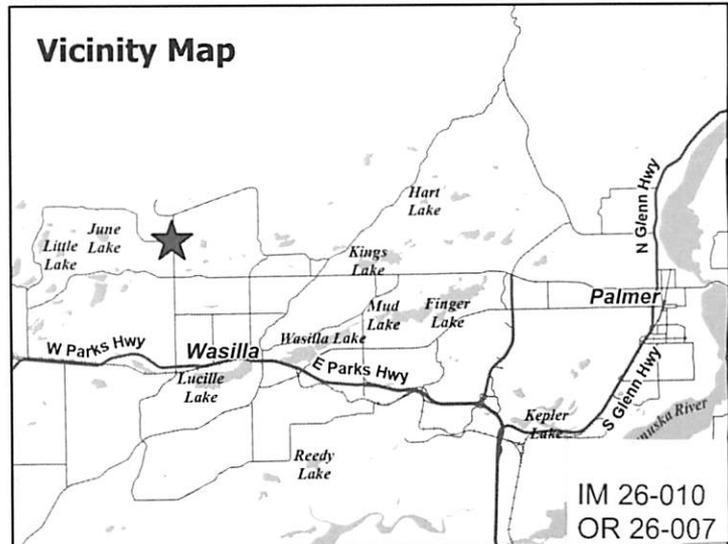
APPROVED BY:	X L i e s e l Z a n t o 1 2 / 1 9 / 2 0 2 5 S i g n e d b y : L i e s e l Z a n t o
--------------	---

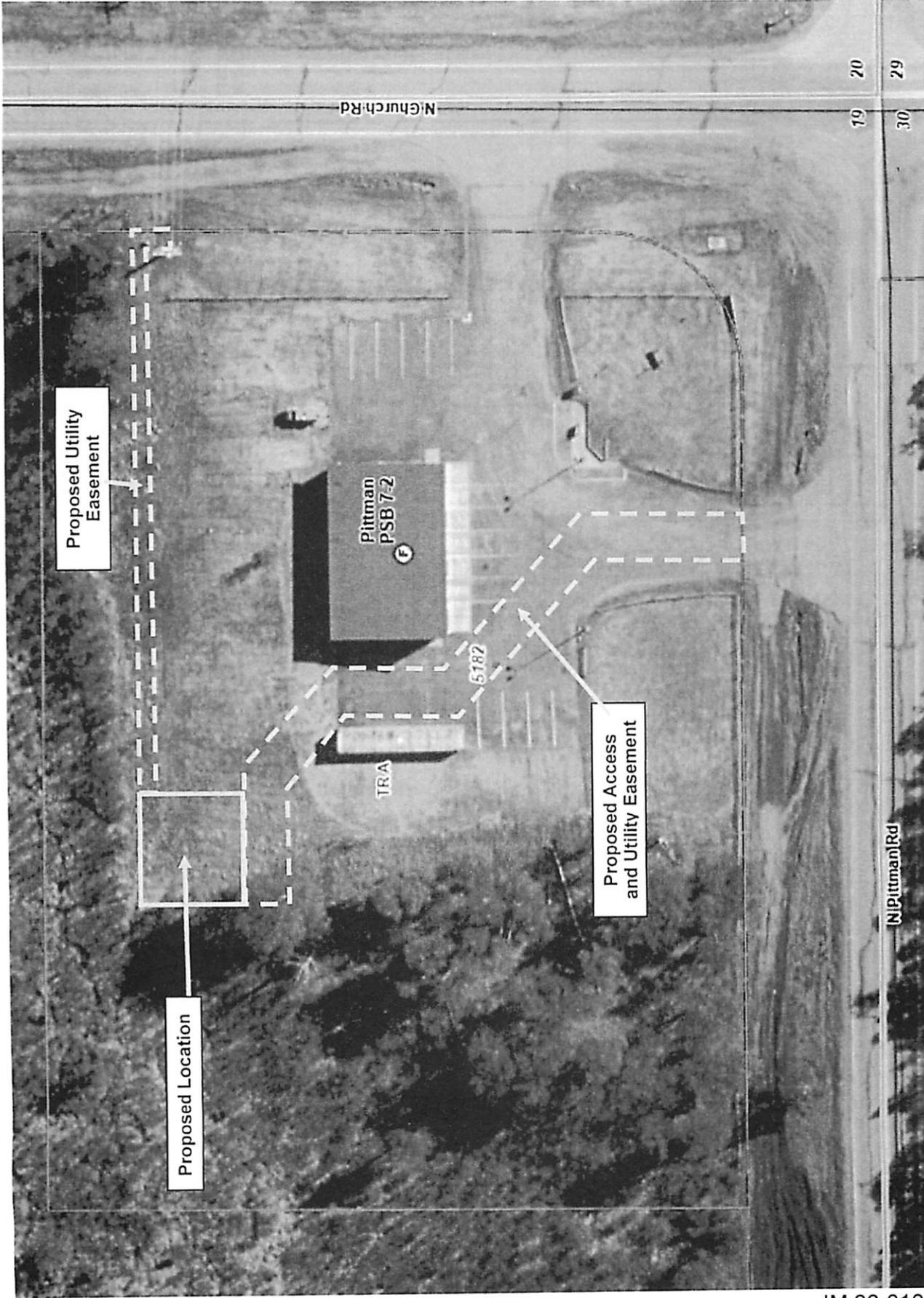


MSB007983
Tax ID: 5256000T00A



This map is solely for informational purposes only. The Borough makes no express or implied warranties with respect to the character, function, or capabilities of the map or the suitability of the map for any particular purpose beyond those originally intended by the Borough. For information regarding the full disclaimer and policies related to acceptable uses of this map, please contact the Matanuska-Susitna Borough GIS Division at 907-861-7858.





*Approximate

IM 26-010
OR 26-007

Appraisers
1199 E. Dimond Blvd. Ste. 200
Anchorage, Alaska 99515
Phone: 907-274-4654
Fax: 907-274-0889
E-mail: bsr@ak.net

BLACK-SMITH, BETHARD & CARLSON, LLC

October 23, 2024

To: Matanuska-Susitna Borough
350 E. Dahlia Avenue
Palmer, Alaska 99645

RE: Cellco Partnership, dba Verizon Wireless
635 E. 40th Avenue
Anchorage, AK 99503

Attn.: Suzanne Reilly, Matanuska-Susitna Borough Asset Manager

Re: Annual market rent for the lease of a 900 SF (30' x 30') telecommunication site and easements at 5182 N. Pittman Road near Wasilla, Alaska.

Suzanne Reilly:

The attached *appraisal report* develops our opinion of the annual market rent - subject to 3% annual escalations¹ – at \$12,000 as of October 23, 2024.

The value opinion reported is qualified by certain definitions, assumptions, limiting conditions, and certifications.

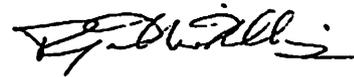
This Appraisal Report is intended to conform to the *Uniform Standards of Professional Practice* (USPAP).

Sincerely,

BLACK-SMITH, BETHARD AND CARLSON, LLC



Steve Carlson, MAI
General Real Estate Appraiser (Cert. #231)



Ryan McGillivray, Appraiser
General Real Estate Appraiser (Cert. #970)

¹ MSB Telecommunication Site Lease Draft

IM 26-010
OR 26-007

RECEIVED
JAN 06 2026
CLERKS OFFICE

By: Suzanne Reilly
Introduced:
Public Hearing: 01/05/2026
Action: Approved

**MATANUSKA-SUSITNA BOROUGH
PLANNING COMMISSION RESOLUTION NO. 25-29**

A RESOLUTION OF THE MATANUSKA-SUSITNA BOROUGH PLANNING COMMISSION RECOMMENDING APPROVAL OF AN ORDINANCE CLASSIFYING A PORTION OF LAND KNOWN AS TRACT A, SAFETY SUBDIVISION (TAX ID: 5256000T00A), AS GENERAL USE LAND FOR THE PURPOSE OF A LEASE TO INSTALL A CELLULAR COMMUNICATION TOWER (MSB007983).

WHEREAS, a 900 square foot portion of tax parcel 5256000T00A, located on the northwest corner of Church and Pittman Roads is proposed for land classification for the purpose of leasing a pad to build a cellular communication tower; and

WHEREAS, the attached Best Interest Finding provides information specific to the parcel to include proposed purpose, land classification, map, inter-department and public comments; and

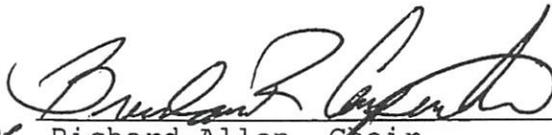
WHEREAS, a Borough inter-departmental review was conducted, along with 30-day public notice in accordance with Title 23 and Land and Resource Management Policy and Procedures adopted by the Matanuska-Susitna Borough; and

WHEREAS, through land classification, the parcel identified for a specific future purpose which cannot be changed without Assembly approval.

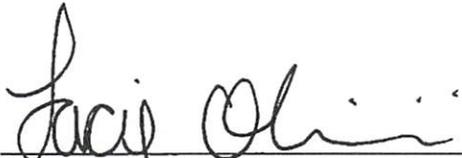
DR 26-007
JM 26-010

NOW, THEREFORE, BE IT RESOLVED, that the Matanuska-Susitna Borough Planning Commission hereby recommends Assembly approval of land classification for a portion of tax parcel 5256000T00A, lying at the northwest corner of Church and Pittman Roads as "General Use Lands" for the purpose of a future cellular communication facility.

ADOPTED by the Matanuska-Susitna Borough Planning Commission this 5th day of January 2026.


For Richard Allen, Chair

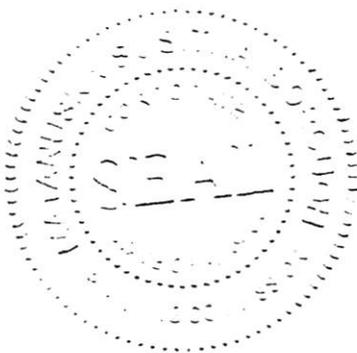
ATTEST


LACIE OLIVIERI, Planning Clerk

(SEAL)

YES: McCabe, Collins, Scoggin, Carpenter, Zagorodniy

NO:



OR 26-007
IM 26-010

BEST INTEREST FINDING AND DECISION
For the
Classification and Disposition by Lease of Borough-owned Land
To Cellco Partnership d/b/a Verizon Wireless

I. Summary of Proposed Action

The Land and Resource Management Division received a request from Cellco Partnership d/b/a/ Verizon Wireless to lease a 30' x 30' area of Borough-owned property for the construction and operation of a commercial telecommunications tower facility. The proposed lease area is located on a site utilized by West Lakes Fire Department Station 7-2 and is currently not classified. Land Management proposes to classify the land as General Use Lands and bring the lease forward to the Assembly for consideration. (MSB007983)

II. Property Site Factors

A. **Location:** The subject parcel is located at 5182 Pittman Road, Wasilla, on the northwest corner of Pittman Road and N. Church Road, approximately four miles north of the Parks Highway.

B. **Legal Description:** Tract A, Safety Subdivision, according to the official plat thereof, filed as Revised Plat Number 2003-50, in the records of the Palmer Recording District, Third Judicial, State of Alaska. The proposed leased area is approximately 900 sq. ft. of the total 2.01 acres.

C. **Land Status / Title History:**

- Patent from the United States of America to the State of Alaska, Patent No. 1217599, recorded March 18, 1961, in Book 35 at Page 242 and re-recorded March 22, 2006, under Reception No. 2006-007158-0.
- Quitclaim Deed from the State of Alaska to Board of Regents of the University of Alaska, as trustee for the University of Alaska, recorded November 23, 1984, as Document Number 84-031861-0.
- Quitclaim Deed from the Board of Regents of the University of Alaska to the Matanuska-Susitna Borough, recorded August 8, 2002, in Document No. 2002-016963-0.

D. **Restrictions:**

1. Land Classification – Currently unclassified.
2. Land Use Plans – The parent property (2.01 ac) is currently operated as a Fire Station (Public Safety Facility 7-2). While the Fire Department intends to expand the station in the future, they collaborated with the

Lessee to identify a mutually acceptable location for the tower pad. The lease also reserves space on the tower for Borough communication equipment at no additional cost.

3. Title Restrictions – None.
 4. Covenants – None.
 5. Zoning – The property is not zoned or located within a special use district.
 6. Easements & Other Reservations –
 - a) Letter Permit ADL 74754 – 20’ utility easement along the south border of the parcel.
 - b) Right-of-Way Permit BLM Serial No. A054780 for utility easement.
- E. **Current Land Use:** Public Safety Building – Station 7-2 with excess land.
- F. **Surrounding Land Use:** Other properties in this area are currently undeveloped or used for residential purposes.
- G. **Existing Infrastructure:** There is paved driveway access through the fire department lot, and an electrical easement to provide MEA access to the Verizon pad.
- H. **Soils & Terrain:** The subject parcel contains a mix of soils; however, the primary composition of the subject pad area is “Cryaquepts, depressional, which is very poorly drained soil, and “not prime farmland” per the Natural Resources Conservation Service *Custom Soil Resource Report*, August 4, 2025. The remainder of the parcel is “Deception Silt Loam, rolling”; with minor components of “Steeper” and “Kichatna” soils, and “Histosol soils in depressions”; none of which are prime farmland.
- I. **Coastal Management:** None.
- J. **Resources:** There is no specific data on resources for this parcel. The majority of the timber on the back portion of the parcel is black spruce. The USDA Soils Survey does not identify depressional Cryaquepts or Deception Silt Loam as good sources of gravel.
- K. **Assessment:** The parent parcel is owned by a government agency, the Mat-Su Borough, and is not assessed property taxes; however, the 2025 appraised land value of the parent parcel is \$45,000, or approximately \$22,500 per acre.

III. Public and Board and Commission Comments

In accordance with Title 23 and the *Land Management Policy and Procedures Manual*, landowners within 660 feet of the proposed property were notified of the proposed land classification and lease. Additionally, notices were published in *The Frontiersman*, and on the MSB website. The Lakes Community Council; District 7 Assembly Member; Parks, Recreation & Trails Advisory Board; local Road Service Area Board; and the Fire Service Area Board were also asked to comment. Following this notice, no objections or comments were received.

In compliance with MSB 23.05.025, both Financial and Interdepartmental reviews were conducted. There were no objections from Borough Departments.

The Matanuska-Susitna Borough Planning Commission adopted Planning Commission Resolution 25-29 which supports classification of a portion of land within Tax ID: 5256000T00A to General Purpose Lands.

IV. Analysis & Discussion

Authority

MSB 23.10.020 – 23.10.030 authorizes the Borough to lease land to a company through an application process, following land classification and Assembly approval.

Background

Classification of Borough land for sale or lease is consistent with Borough policy for revenue enhancement. Cellco Partnership d/b/a Verizon Wireless submitted an application to lease the subject property at fair market value.

Property Description

The parcel was originally acquired for, and currently serves as, Fire Station 7-2. The proposed cellular tower would:

1. Occupy approximately 900 square feet of undeveloped land;
2. Generate monthly rental income; and
3. Provide the Borough with the ability to co-locate emergency communication equipment at no additional cost.

Financial Impact

A third-party appraisal established a fair-market rental rate of \$1,000 per month, resulting in \$12,000 annually, plus annual escalations. A long-term lease will provide a consistent revenue stream and improved cellular coverage for the area.

Regulatory Considerations

Health concerns related to electromagnetic exposure are regulated by the FCC. Under the Telecommunications Act of 1996, local governments may not regulate wireless facility

placement based on environmental effects of radio frequency emissions, provided the facilities comply with FCC standards.

Permitting Requirements

Mat-Su Borough Code Chapter 17.67 – *Tall Structures Including Telecommunication Facilities* applies to all Borough lands outside the city limits of Houston, Palmer, and Wasilla. An administrative permit is required for towers between 85 and 125 feet in height. The proposed tower height is 125 feet and will require this permit.

Other Considerations

The lease will not restrict access to the surrounding Borough-owned land. Other than the probable future fire station expansion, no additional public use is planned for this site.

MSB 23.05.100 (4) defines General Purpose Lands as those lands which, because of physical features, adjacent development, location, or size of the area, may be suitable for a variety of uses, or which do not lend themselves to more limited classification under other land designations.

V. Recommendation

Land Management staff recommends Assembly approval of 1) classification of a portion of the subject parcel to General Purpose Lands and 2) the fair market value lease to Cellco Partnership d/b/a Verizon Wireless, to build and operate a telecommunication tower.

DOCUMENT TITLE: LEASE
MSB007983

PALMER RECORDING DISTRICT

LEGAL DESCRIPTION:

Township 18 North, Range 1 West, Section 19, Seward Meridian, Alaska.

A portion of Tract A, Safety Subdivision, according to the official plat thereof, filed under Revised Plat Number 2003-50, in the records of the Palmer Recording District, Third Judicial, State of Alaska.

GRANTOR: Matanuska-Susitna Borough

GRANTEE: Cellco Partnership d/b/a Verizon Wireless.

NUMBER OF PAGES: 31 (including this page)

AFTER RECORDING RETURN TO:

Matanuska-Susitna Borough
Land and Resource Management Division
Attn: Suzanne Reilly, Asset Manager
350 E. Dahlia Avenue
Palmer, Alaska 99645



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

TELECOMMUNICATION SITE LEASE

THIS LEASE (the "Lease") is made effective by date last signed ("Effective Date") entered into this ____ day of _____ 2025, 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

Cellco Partnership d/b/a Verizon Wireless, a general partnership formed under the laws of the State of Delaware, (hereinafter "Lessee"); whose principal office address is One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920.

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 the promises, covenants, terms and conditions in effect and binding between them.
- C. Lessor is entering into this Lease as landowner, exercising its power to manage its own municipal entitlement lands under Alaska Statute (AS) 29.35.010(8), the applicable provisions of the Matanuska-Susitna Borough Code, and the action taken by the Matanuska-Susitna Borough Assembly by ordinance in approving this Lease. 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, under MSB Title 23, and as amended.

In so acting, Lessor is not waiving, and Lessor is explicitly reserving 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 Lessor 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. Lessee must obtain a conditional use permit in conjunction with this lease. The lease may be terminated at Lessor's option, if the necessary permit(s) 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. Leased Premises.

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, the Leased Premises, which is vacant land situated to the rear of the buildings located at 5182 N. Pittman Road, and more particularly described and depicted on **Exhibit A**. The 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 Leased Premises are excluded from the Leased Premises and reserved to Lessor. Lessor may 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 other required permit. Lessor has not promised or obligated itself to provide any 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.

1.3 Rights-of-Way and Easements. Rights of Way and Easements. Lessor shall have the right to designate or grant rights of way or utility easements across the premises without compensation to Lessee. In the event of destruction or significant interference of any of the Lessee's improvements, Lessee shall be entitled to compensation, and at its option, may terminate this Lease.

Section 2. Lease Term.

2.1 "Term" Defined. Whenever used in this Lease, the word "Term" shall mean and include both the Initial Term and any Renewal Term(s).

2.2 Lease Term. This Lease shall be and continue in full force and effect for an initial term of ten (10) years (the "Initial Term") commencing as of the earlier of construction start or 6/1/2026, and expiring at 11:59 p.m. on the tenth anniversary, unless earlier terminated as provided in this

Lease. For the avoidance of doubt, the Option Period as addressed in Section 4.1.1 is not part of the Lease Term.

2.3 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 in Section 4, Rent. During the Renewal Term(s), the Lessor may modify any terms, covenants, and conditions of this Lease.

2.4 Option to Terminate. Notwithstanding any other provision in this Lease, Lessee may terminate this Lease at any time, with or without cause, during the Initial Terms or any Renewal Terms upon one (1) year written notice to the Lessor.

Section 3. Use and Occupancy

3.1 Use of Leased Premises. Lessee specifically agrees that, for the term, it shall use the Leased Premises for no purpose other than to construct, install, maintain, repair, operate, and manage a communication site, including but not limited to the construction and maintenance of an access driveway and utilities, a tower 125 feet in height, structural tower base, communications equipment, equipment cabinet(s) and ancillary structures.

3.2 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 and utilities, a tower 125 feet in height structural tower base, communications equipment, and equipment cabinet(s) for one or more companies.

3.2.1 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 provided to the Lessor, providing updated site plan information and as-built drawings as well as any pertinent information regarding emergency notifications.

3.2.1.1 Matanuska-Susitna Borough, Emergency Service Department Communications Collocation. Lessee agrees to allow and reserve for the Borough a future location space on the tower for three (3) Omni (or equivalent) antennas, each ten (10) feet in length, located at the same elevation, two (2) feet of rack space, and any necessary incidental condition (i.e., utilities, access to gates and improvements) for the use and purposes of emergency services communications.

3.2.1.1.1 Such future collocation will be without charge and without offset to the lease. Lessor collocations which result in loading changes may require a structural analysis to be paid for by Lessor.

3.2.1.1.2 Lessor agrees to execute a no-cost, collocation agreement provided in Exhibit D with Lessee upon exercising its use of the reserved

space on the tower and obtains all necessary federal, state, and local permits required by law.

3.3 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.

3.4 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.

3.5 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.

3.6 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 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.

3.7 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.

3.8 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.

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

3.10 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.

3.11 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.

3.12 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.

3.12.1 Condition of Leased Premises. Lessee has had an opportunity to inspect Leased Premises and enters into this lease solely in reliance on Lessee's own examination and not by reason of any representation by the Lessor. 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.

4.1 Basic Rent. Lessee shall pay the following rent (the "Basic Rent") schedule to the Lessor, without deduction and without prior notice or demand. Although stated as annual rent, the Basic Rent shall be paid in equal monthly installments. Each monthly installment shall be paid in advance on or before the first day of that calendar month during the Term, with any partial periods prorated on a daily basis. Basic Rent shall be established using a third-party appraiser pursuant to the criteria set forth in the Uniform Standards of Professional Appraisal Practice as published by the Appraisal Foundation. The Basic Rent shall be as follows:

4.1.1 Option Period. Based on the site plan and acreage, Lessee shall pay \$1,000.00 for the option period which shall be payable within sixty (60) days of the effective date of this agreement and expire on the six (6) months anniversary of the effective date, unless earlier terminated as provided in this Lease..

4.1.1.1 Option to Terminate. During the option period, if Lessee is unable to receive the necessary Tall Structure Administrative Permit for any reason

whatsoever, Lessee shall have the option to terminate the Lease after giving Lessor a thirty (30) day written notice. If Lessee receives the Administrative Tall Structure approval and notifies Lessor in writing of its commitment to start construction, the option as set forth herein shall terminate and be of no further force or effect.

4.1.2 Fair Market Value Determination. The Basic Rent was determined by a fair market value appraisal of the leasehold as of October 23, 2024, to be \$12,000 annually. The appraiser valued the Leased Premises as if the land and improvements are unaffected by environmental contaminants. The appraisal was prepared in accordance with the requirements of Section 23.10.060(B) of the MSB Code and conforms to the Uniform Standards of Professional Appraisal Practice (USPAP). A copy of the appraisal report was provided to both Lessee and Lessor.

4.1.3 Land Rent. Based on the site plan, acreage and appraisal completed 10/23/2024, Lessee shall pay as rent the amount of \$1,000.00 per month. By the first day of each month. Rent shall commence upon the earlier of the start of construction, which shall be acknowledged in writing by Lessee to Lessor, or 6/1/2026.

4.1.3 Rent Increase. Each year lease rent will be increased by 4% on the anniversary of the rent commencement date.

4.1.4 Colocation. Lessee shall pay for each additional communication company or wireless carrier located on the tower, an additional \$200 per month for rent is required for each colocation.

4.1.5 Survey. 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.

4.2 Taxes. Lessee shall timely pay all taxes imposed under the law on Lessee and the Leased Premised and the improvements thereon and invoiced by the Matanuska-Susitna Borough to Lessee or any other taxes imposed on the Lessee under the law and relating to its operations during the term of the Lease.

4.3 Failure to Pay. If Lessor 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.

4.4 Net Rent Intended. The rent provided for under this Lease shall be absolute net to Lessor. This Lease shall yield net to Lessor the rent specified during the Term of this Lease, not reduced in any way by any costs, expenses and obligations relating to Lessee's use or occupancy of the Leased Premises, which may arise or become due during the Lease Term, except as otherwise expressly provided in this Lease.

4.5 Place of Rent Payment. All payments of rent shall be delivered to the following address, accompanied by a reference to the Lease Number MSB007983 shown on the front page of this Lease, unless Lessor gives Lessee written notice of a different address for rent payments:

Matanuska-Susitna Borough
Land and Resource Management Division
350 East Dahlia Avenue
Palmer, Alaska 99645

Payments shall be effective on the date of Lessor's actual receipt.

4.6 Late Charge. In the event Lessee fails to make any payment of rent or any other payments due hereunder upon the date due, Lessor 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.

4.7 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 the Borough.

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 Lessor, by phone, as soon as possible, at the phone number shown on the signature page.

5.5 FCC License. Lessee is a wireless carrier and is 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 Lessor with a copy of its current license and subsequent renewal license to: Matanuska Susitna Borough, Land and Resource Management Division, MSB007983, 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, waste, or any other of the above materials from the Leased Premises, Lessee agrees that the Lessor 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 the Leased 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 the Leased 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. Notwithstanding anything contained in this Lease to the contrary, Lessee shall not be liable or responsible for any environmental condition, including the release of Hazardous Substances, that existed on Lessor's property before the commencement of Lessee's activities on the Leased Premises, or that otherwise is not caused by Lessee's activities. Lessee must inform Lessor within 90 days of the commencement of Lessee's activities on the Leased Premises of any environmental condition, including the release of Hazardous Substances, which existed on Lessor's property before the commencement of Lessee's activities on the Leased Premises. In the absence of such notification, it is conclusively agreed by the parties that no such environmental condition, including the release of Hazardous Substances, existed on the Leased Premises and Lessee may not make such claim thereafter. If Lessee claims future environmental conditions, including the release of Hazardous Substances, are not caused by Lessee's activities, Lessee will provide full defense and indemnification until the parties agree, or final judgment of the court makes a determination as to the extent of the obligations under this section.

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 sixty (60) 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 the Lessor, which consent shall be at the sole discretion of the Lessor; however, the Lessor will not unduly withhold consent. The consent of the Lessor to any one assignment shall not constitute a waiver of the Lessor's right to consent to subsequent assignments, nor shall consent of the Lessor to any one assignment relieve any party previously liable as Lessee from any obligations under this Lease. The acceptance by the Lessor of the payment of rent following an assignment shall not constitute consent to any assignment and the Lessor's consent shall be evidenced only in writing.

LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval of LESSOR; however, Lessor must be notified no less than 30 days prior to such action. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder.

6.2 Name Change. If during the term of this Agreement Lessee changes its name, Lessee shall provide Lessor 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.

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

6.3.1 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 the Leased Premises by Lessee, Collocated Lessees, 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.

6.3.2 Evidence of Insurance. Lessee must furnish evidence of insurance in the form of a Certificate of Insurance satisfactory to the Lessor, 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.

6.3.3 Cancellation. Upon receipt of notice from its insurer(s) Lessee shall provide the Lessor with thirty (30) days' prior written notice of cancellation by first class mail.

6.3.4 Coverage Requirements. The Coverage Requirements set forth the limits of insurance Lessee must purchase to secure a contract with Lessor. These limits may not be sufficient to cover all liability losses and related claim settlement expenses. Purchase of

these 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, contractors and subcontractors to maintain while performing work on the Leased Premises, the same insurance coverage as required of Lessee with limits -in Exhibit C, which, upon prior written notice to, review and acceptance by Lessee, may be increased by Borough at its sole discretion:

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

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

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

6.4.2 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 Coverage Requirements".

Section 7. Indemnity

7.1 Lessee assumes all responsibility, risk, and liability for its activities and use of or contact with Leasehold. The Lessee shall defend, indemnify, save, and hold harmless the Matanuska-Susitna 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 as agreed to by the parties or as determined by a final judgment of court that such losses, failure, violations, or damage are due to or caused by 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, to the extent agreed by the parties or as determined by a final judgment of court, the Lessee shall not be responsible for any damages or claim arising from the negligence or willful misconduct of the Lessor, its agents, or employees. If there is no agreement of the parties as to the extent of the obligation under this section, Lessee will provide full defense and indemnification until a final judgment of the court makes a determination as to the extent of the obligation.

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 include the Lessor as an additional insured as their interest may appear under this Agreement by means of a blanket additional insured endorsement which extends the same protection as an additional named insured endorsement. 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 Lessor to cancel this Lease and seek any other remedies set forth in this Lease or otherwise available at law or equity, after Lessor 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, the Lessor shall have the right, with or without canceling the Lease, to re-enter the Leased Premises and remove all persons and property from the Leased Premises and take whatever actions may be necessary or advisable to relet, protect or preserve the Leased Premises. The Lessor 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. The Lessor may terminate this lease for default by Lessee and subject to any non-disturbance and attornment agreements, if any, Lessor shall have a right to

terminate any and all subpermits, licenses, concessions, or other arrangements for possession affecting Leased Premises.

8.4 Right to Cure. If Lessee fails to perform any undertaking or promise contained herein, Lessor 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. Lessor's expenditures to correct Lessee's failure to perform shall be reimbursed by Lessee.

8.5 Remedies Cumulative. The specified remedies to which Lessor 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 Lessor or Lessee may lawfully be entitled in case of any breach or threatened breach by Lessor 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 Lessor's option, constitute a material breach by Lessee.

Section 9. Access and Driveway Maintenance.

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

9.1.1 Access. Access to the Leased Premises will be from North Pittman Road in accordance with existing driveway, or alternate driveway if necessitated by Lessor's future building expansion. This driveway also provides access to Public Safety Building 7-2 and at no time shall the Lessee block or restrict access to Public Safety Building 7-2.

9.1.2 Restricting Access. Lessee will, at its sole expense, restrict public access to the telecommunication site 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 which are the result of Lessee's use.

9.3 Improvements. Lessee shall construct no improvements to roads where access has been provided by the Matanuska-Susitna Borough without the prior written consent of Lessor, which shall not be unreasonably withheld. Unless the Matanuska-Susitna 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.

Section 10. Improvements.

10.1 Site Plan. Lessee has submitted and Lessor has accepted a site plan, which is attached as

Exhibit B. 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 Lessor.

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

10.3 Additional Improvements; Unauthorized Improvements. All improvements made outside the compound area will require Lessor review with the permit process including a structural report, NIER, updated FCC license, plans etc. and will be provided with the permit application. All improvements made on the Leased Premises without the written consent of Lessor are unauthorized and shall, at the option of Lessor, be removed by Lessee, be removed by Lessor at the cost to Lessee, become the property of the Lessor.

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 Lessor authorizes Lessee owned improvements to remain past the sixty-day period, Lessee shall pay to Lessor 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 Lessor, 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 sixty (60) days after the completion of construction, Lessee shall provide Lessor 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 Lessor within thirty (60) days.

Section 11. Miscellaneous.

11.1 No Partnership. The Matanuska-Susitna 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.

11.5.1 Notices.

11.5.2 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.

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

11.5.4 General information regarding this lease may be sent to:

If to Lessee, to:

Cellco Partnership d/b/a Verizon Wireless
Attn: Network Real Estate
180 Washington Valley Road
Bedminster, NJ 07921

With a copy to:

Basking Ridge Mail Hub
Attention: Legal Intake
One Verizon Way
Basking Ridge, New Jersey 07920

If to Lessor, to:

Matanuska-Susitna Borough
Land and Resource Management
Attn: Suzanne Reilly, Asset Manager
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 the Leased 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 Lessor. Lessee shall indemnify Lessor 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. Lessor'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 Lessor 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 Lessor prior to removal of said corners, reference points, or monuments.

11.9 Condemnation. If all of the Leased Premises are 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 Lessor 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 Lessor 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 the Lessor and Lessee hereby assigns to Lessor any and all claims to such award. However, Lessor 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 Matanuska-Susitna Borough will consider Lessee's request for documents to be exempt from

disclosure; however, the Matanuska-Susitna 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 Matanuska-Susitna 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	Site Plan
Exhibit C	Insurance
Exhibit D	Collocation Agreement

EXHIBIT A
LEGAL DESCRIPTION

The Leased Premises are located within and legally described as follows:

Township 18 North, Range 1 West, Section 19, Seward Meridian, Alaska.

Tract A, Safety Subdivision, according to the official plat thereof, filed under Revised Plat Number 2003-50, in the records of the Palmer Recording District, Third Judicial, State of Alaska.

EXHIBIT C
INSURANCE REQUIREMENTS

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 bodily injuries or property damage pursuant to the terms or provisions of this Agreement.

Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

Any insurance purchased by the Lessee under these limits will not be construed to limit in any way the Lessee's liabilities or responsibilities under the Lease, including the defense and indemnification obligations contained in Section 7.

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

Coverage Requirements: Coverage under this Agreement may be provided using manuscript forms. If manuscript forms are used, they must be equivalent to the Insurance Services Office (ISO) forms listed or provide broader coverage where applicable. In no event shall the manuscript forms result in a reduction of coverage as compared to the ISO forms."

State Filing and Compliance: If the manuscript forms are required to be filed for approval with the Alaska State Department of Insurance, the insurer shall ensure that such forms are filed, approved, and comply with all relevant laws and regulations.

SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Coverage shall be provided through ISO form CG 00 001 (or an equivalent manuscript form), including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, and \$4,000,000 products and completed operations aggregate.

- a. Coverage must include a Waiver of Subrogation Endorsement in favor of the Matanuska-Susitna Borough.
- b. Policy forms must include:
 1. Premises and Operations coverage with no explosion, collapse or underground damage exclusions.
 2. Products and Completed Operations coverage.

3. Blanket contractual liability. coverage for the indemnity/hold harmless agreements assumed in this contract. Any Employee Exclusion must be deleted.
4. Broad Form Property Damage coverage, including Completed Operations or its equivalent.
5. The Matanuska-Susitna Borough, its officers, officials, employees, and volunteers are to be covered as **additional insureds as their interest may appear under this Agreement on the CGL policy** with respect to liability arising out of work or operations performed by or on behalf of the Lessee including materials, parts, or equipment furnished in connection with such work or operations. If manuscript forms are used, they must provide coverage at least as broad as the following ISO Forms:
 - i. CG 20 10 11 85 or CG 26 11 85; or
 - ii. CG 20 10 and 20 37, or
 - iii. Automatic additional insured endorsements CG 20 33 and CG 20 39. These forms are not acceptable for subcontractors. Acceptable automatic additional insured endorsements for subcontractors include CG 20 38 and CG 20 40.
6. Any form that does not grant additional insured status for both the ongoing operations and products/completed operations coverages is unacceptable to the Borough.
7. Coverage on a claims-made basis is not acceptable.

2. Commercial Automobile Liability: ISO Form Number CA 00 01 (or most current state equivalent) covering all owned, non-owned and hired vehicles (any auto) in the amount of **\$1,000,000** combined single limit each accident for bodily injury and property damage.

3. Workers' Compensation: Lessee shall ensure that, with respect to all personnel performing work on the sites, Lessee shall maintain in effect at all times during the term of this contract:

Coverage A:	Alaska Statutory Benefits
Coverage B:	Employer's Liability
Bodily injury by Accident	\$1,000,000.00 each accident
Bodily injury by Disease	\$1,000,000.00 each employee
Bodily injury by Disease	\$1,000,000.00 policy limit

The Workers' Compensation policy shall include a waiver of subrogation in favor of the Matanuska-Susitna Borough for all work performed by the Lessee and its employees. Non-employees engaged by the Lessee shall not perform work on the premises without providing the Lessor with proof of Workers' Compensation insurance as outlined in section 6.3.4 and this exhibit prior to commencing work.

Other Insurance Provisions

In the event of any conflict between the attached terms and terms of this Exhibit, Lessee shall comply with the more stringent provisions. All insurance policies are to contain, or be endorsed to contain, the following provisions:

Primary Coverage

For any claims related to this contract, Lessee's insurance coverage shall be primary and non-contributory with coverage at least as broad as ISO CG 20 01 04 13 (or equivalent manuscript form) as respects the Matanuska-Susitna Borough, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Matanuska-Susitna Borough, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.

Waiver of Subrogation

Lessee hereby grants to Matanuska-Susitna Borough a waiver of any right to subrogation which any insurer of said Lessee may acquire against the Matanuska-Susitna Borough by virtue of payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Matanuska-Susitna Borough has received a waiver of subrogation endorsement from the insurer.

Notice of Cancellation

As outlined in Section 6.3.3 of the lease agreement, upon receipt of notice from its insurer(s) Lessee shall provide the Lessor with thirty (30) days' prior written notice of cancellation by first class mail.

Self-Insured Retentions

In accordance with Section 6.4 of the Lease Agreement, self-insured retentions must be declared to and accepted by the Matanuska-Susitna Borough. The Matanuska-Susitna Borough will require the Lessee to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Lessee shall be responsible to satisfy any deductible or self-insured retention with respect to any of the coverage required by the lease agreements documents.

The Lessee may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until Lessee's primary and excess liability policies are exhausted.

Subcontractors

If subcontractors are utilized by the Lessee for any purpose, the subcontractor shall meet the same insurance requirements outlined in this exhibit.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the State of Alaska, with a current A.M. Best’s rating of no less than A:VII or better, unless otherwise acceptable to the Matanuska-Susitna Borough.

Verification of Coverage

Lessee shall furnish the Matanuska-Susitna Borough with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements (or manuscript forms that provide equivalent coverage)**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the Matanuska-Susitna Borough before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Lessee’s obligation to provide them. The Matanuska-Susitna Borough reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Matanuska-Susitna Borough reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Certificates and Endorsements should be mailed to:

Matanuska-Susitna Borough
Attention: Finance/Risk Administration
350 E. Dahlia Ave.
Palmer, AK 99645

Or via email to Finance.Admin@matsugov.us

The name and address for Additional Insured endorsements and Certificates of Insurance are:

Matanuska-Susitna Borough
350 E. Dahlia Ave.
Palmer, AK 99645

Waiver Request

A request for a waiver for not carrying a specific type of required insurance must be made on official letterhead to the Risk Manager, with appropriate supporting documentation if applicable, including a description of circumstances sufficient to show why compliance is impossible. Lessee shall submit, a) certificate of insurance; and b) a letter requesting a waiver if certificate does not show evidence of a particular required insurance. Upon review/evaluation from the Borough’s Office of Risk Management, the Lessee will be notified of the approval or denial of a waiver request or request additional information or documentation as necessary.

EXHIBIT D
KGI NEW COLLOCATION APPLICATION

MSB007983

27

Lessee Site: Shampine (MDG# 5000366516)

IM 26-010
OR 26-007