

**SUBJECT:** Authorizing the Borough Manager to enter into a lease agreement for a communications site known as Bald Mountain with Alaska Communications for a five-year lease agreement with four, five-year renewals.

**AGENDA OF:** August 6, 2019

**ASSEMBLY ACTION:**

*Approved under Consent agenda*

*8-6-19*

*(Signature)*

**MANAGER RECOMMENDATION:** Present to the Assembly for consideration.

**APPROVED BY JOHN MOOSEY, BOROUGH MANAGER:**

Route To:	Department/Individual	Initials	Remarks
	Originator	<i>HLM</i>	
	Community Development Director	<i>EP</i>	
	Emergency Services Director	<i>KB</i>	
	Finance Director	<i>QY</i>	
	Borough Attorney	<i>CA for N.S.</i>	
	Borough Clerk	<i>(Signature)</i>	<i>7/29/19</i> <i>(Signature)</i>

**ATTACHMENT(S):** Fiscal Note: Yes X No \_\_\_\_\_  
Draft Lease Agreement (13 pp)

**SUMMARY STATEMENT:**

The lease site is for a tower space, communications shelter for housing equipment, and future ground space for a Rohn Tower and associated equipment for Borough Emergency Services (EMS). The Lease Agreement supersedes the current lease expiring on May 11, 2020, which will be terminated by mutual agreement upon execution of the new Lease Agreement.

The terms of the new Bald Mountain lease is for five years with four additional five-year renewals. The annual rent for the first year is \$31,200 (\$2,600 monthly) and adjusted annually according to the Consumer Price Index for the Anchorage Alaska area, and subject to annual appropriation of funds by the Matanuska-Susitna Borough Assembly.

Bald Mountain currently serves as a strategic location for the primary EMS communications hub for the northern Matanuska-Susitna Borough area. This location houses the primary radio used for emergency incidents in the northern area. The Bald Mountain lease site is a vital EMS resource, especially during the recent Montana Creek Fires. Furthermore, this lease site is the northern hub for EMS microwave system that is currently being built-out to support the future digital radio and paging projects.

**RECOMMENDATION OF ADMINISTRATION:**

Authorize the borough manager to enter into the new Lease Agreement for a communications site known as Bald Mountain with Alaska Communications for a five-year contract period with an option of four additional five-year renewals upon the termination of the current lease.

MATANUSKA-SUSITNA BOROUGH  
FISCAL NOTE

Agenda Date: August 6, 2019

SUBJECT: AUTHORIZING THE BOROUGH MANAGER TO ENTER INTO A LEASE AGREEMENT FOR A COMMUNICATIONS SITE KNOWN AS BALD MOUNTAIN WITH ALASKA COMMUNICATIONS FOR A FIVE-YEAR LEASE AGREEMENT WITH FOUR FIVE-YEAR RENEWALS.

ORIGINATOR: Tracy K. McDaniel, Asset Manager, L&RM

FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT <u>YES</u> NO
AMOUNT REQUESTED <u>\$31,200</u>	FUNDING SOURCE <u>Arcticwide EMS FY20 Budget</u>
FROM ACCOUNT # <u>100.160.126 XXX.XXX</u>	PROJECT #
TO ACCOUNT :	PROJECT #
VERIFIED BY: <u>Haunah Mubry</u>	CERTIFIED BY:
DATE: <u>7/23/19</u>	DATE:

EXPENDITURES/REVENUES:

(Thousands of Dollars)

OPERATING	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025
Personnel Services						
Travel						
Contractual	31.2					
Supplies						
Equipment						
Land/Structures						
Grants, Claims						
Miscellaneous						
TOTAL OPERATING	31.2					

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

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

FUNDING:

(Thousands of Dollars)

General Fund						
State/Federal Funds						
Other	31.2					
TOTAL	31.2					

POSITIONS:

Full-Time						
Part-Time						
Temporary						

ANALYSIS: (Attach a separate page if necessary)

PREPARED BY: \_\_\_\_\_ PHONE: \_\_\_\_\_  
 DEPARTMENT: Chapman McDaniel DATE: 7/23/19  
 APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

## LEASE AGREEMENT

This Agreement is entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 2019, between Matanuska-Susitna Borough, a municipal corporation, 350 East Dahlia Avenue, Palmer, Alaska 99645 ("Tenant"), and Alaska Communications, P.O. Box 78, Palmer, Alaska 99645 ("Landlord").

### **RECITALS**

WHEREAS, Landlord owns or controls a communications site known as Bald Mountain, improved with a structure, together with all rights and privileges arising in connection therewith, located near Talkeetna, Alaska, the location represented by GPS coordinates and described in Exhibit A hereto (collectively, the "Site") and

WHEREAS, Landlord, for and in consideration of the rents, covenants and conditions hereinafter specified to be paid, performed and observed by Tenant, leases to Tenant an area described in Exhibit "B", located within land situated within Tract A, Alaska State Land Survey 83-172, according to the survey plat filed in the Talkeetna Recording District as Plat No. 86-29.

WHEREAS, Tenant desires to lease from Landlord the 10' x 20' communications building (hereinafter "Building A") for a temporary period and the 8' x 10' communications building (hereinafter "Building C") (collectively, the "**Building Spaces**") to house Tenant's radio equipment for the purposes of emergency services communications and ground space for Rohn Tower (hereinafter "Tower C").

NOW, THEREFORE, in consideration of the foregoing and the mutual promise set forth herein, the parties hereto agree as follows:

**1. Leased Premise.** Landlord hereby leases to Tenant the following:

A. Use of entire interior and exterior of "Building C" including any maintenance, more particularly described in Exhibit 2, with the understanding that the remaining single user repeater, owned by Matanuska-Susitna Borough, in "Building A" be relocated to "Building C" by October 31, 2019.

B. The space on the outside of "Building C" is designated for Tenant's antenna(s), together with associated transmission line. Tenant shall have the right, at its expense to erect and maintain the antenna(s), on the Lease Premises. The antenna(s) shall remain the property of the Tenant.

C. Ground space for one Rohn 55G 30-foot tower, "Tower C" and support guy-wire more particularly described in exhibit B.

**2. Tenant's Equipment.** The term "**Equipment**" as used herein shall be deemed to refer to Tenant's radio devices, duplexors, transmission line and any replacements thereto more particularly described in Exhibit B.

3. **Initial Term.** The initial Term of this Lease shall be for five (5) years, commencing on the date \_\_\_\_\_, 2019. The Term and all obligations under this lease are subject to annual appropriation of funds by the Matanuska-Susitna Borough Assembly. If annual appropriation of funds is not budgeted in the succeeding fiscal year, Tenant will give the Landlord thirty (30) day's notice and the Lease is terminated by mutual agreement, without default. Tenant will remove its equipment as stated in Section 21.

A. Option to Renew. Tenant may apply to renew this Lease for up to four (4) additional periods of up to five (5) year each (the "Renewal Term"). To effectively exercise an option to renew, Tenant 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. Tenant must give Landlord written notice of the intent to exercise its option to renew no later than sixty (60) days prior to the expiration of the Initial Term or the preceding Renewal Terms, as the case may be. During the Renewal Term(s), all of the provisions of this Lease shall remain in full force and effect, unless otherwise addressed herein.

4. **Rent.**

A. Commencing on \_\_\_\_\_, 2019 (the "Rent Commencement Date"), Tenant will pay the Landlord a monthly rental payment of Two Thousand Six Hundred Dollars (\$2,600.00) ("Rent"), at the address set forth above, on or before the fifth (5<sup>th</sup>) day of each calendar month in advance. In partial months occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date.

B. The Rent shall be adjusted after one year of the Rent Commencement Date and each year, thereafter according to the Consumer Price Index (the "CPI"). The monthly Rent shall be an amount equal to the base Rent increased by that percentage by which the CPI for the Anchorage, Alaska metropolitan area as computed and published by the United States Bureau of Labor Statistics. In no event shall the Rent in any subsequent renewal term be less than the Rent during the preceding term or any such preceding renewal term. Rent is subject to annual appropriation of funds by the Matanuska-Susitna Borough Assembly.

5. **Site Work, Installation and Right to Improve.**

A. Prior to the initial installation of Tenant's Equipment or Equipment Modification. Tenant agrees to provide Landlord within thirty (30) days of installation as-built drawings, including antenna vertical profiles, transmission line size, frequencies, and type of Equipment Tenant desires to install on Leased Premise. Tenant shall, at its sole expense, be responsible for the installation, maintenance, repair, replacement and operation of Tenant's Equipment.

B. If Tenant requires additional portions of the Site (the "Additional Premises"), Landlord agrees to license to Tenant the Additional Premises upon the same terms and conditions set forth herein, and the monthly Rent fee shall be adjusted by a mutually agreed upon amount prior to installation.

C. Tenant, when not in default of its obligations under this Lease shall have the following rights during the Term or Renewal Terms of the Lease the right to improve the Lease Premises.

Tenant's right to improve the Lease Premises is subject to the condition that Landlord's prior approval is obtained and Landlord shall not unreasonably withhold its consent for the Tenant's right for an additional area to construct a tower structure "Tower C" with structural supports and any equipment associated with the tower as needed for the purposes of emergency services radio communications more particularly described in Exhibit B.

D. All improvement that Tenant constructs, places, or installs on the Leased Premise shall remain Tenant's separate property for the duration of the Term of the Lease.

E. In the event that Tenant's installation or operations on Site causes interference with any communications equipment existing on the property, Tenant shall immediately take action to correct such interference and, if such interference is not cured within forty-eight (48) hours following Tenant being notified of such interference, Landlord reserves the right to require Tenant to cease installation or operation.

F. The installation and maintenance of Tenant's Equipment shall be performed in a workman-like manner and shall conform to good engineering practices in all respects.

#### **6. Uses of Leased Property.**

A. Tenant shall use the Leased Property only for activities directly related to the operation of Tenant's Equipment. Such operations shall be conducted in accordance with the standards imposed by the FCC and any other governmental body or agency as shall have jurisdiction over the installation, repair, alteration, operation or replacement of Tenant's Equipment or with any activities of Tenant on the Leased Property.

B. Tenant shall comply with all laws and regulations of the federal, state, county and municipal authorities applicable to the Lease Property, the housing and operation of the Equipment thereon. The parking areas and other common areas at the Site shall not be obstructed or encumbered by Tenant or used for any other purpose other than their normal use: ingress and egress to and from the Leased Property and for staging of new equipment installation for less than a 48 hour period.

1. Before entering Site, Tenant personnel must notify Landlord at Palmer, telephone number 907-841-0298.

#### **7. Coverage and Interference.**

A. Any representations by Landlord, or its officers, agents and employees, as to the area of communications coverage to and from the Site shall not be binding upon Landlord unless reduced to writing and made part of this Lease.

B. As used in this Lease, the term "interference" shall have the meaning given to that term in Section 2.1 of the Rules and Regulations of the FCC. Tenant is hereby notified that the Site is subject to degradation of transmission and performance from natural and man-made phenomena, including but not limited to, solar flares, so-called "skip" interference, power line and ignition noise, inter-modulation, co-channel interference, and interference from users of the same and other frequencies. Landlord is not responsible for interference due to the above causes or other

causes outside of Landlord's control.

1. Notwithstanding other provisions of this lease agreement, Landlord acknowledges the installation and/or operation of Tenant's equipment may cause complaints from property owners adjacent to or from the Leased Site. If the complaint is interference to the operation of communications or consumer devices, it is Tenant's responsibility to promptly investigate the complaint within twenty-four (24) hours. If, upon investigation, it is found that the device would operate satisfactorily in the absence of Tenant's signal, Tenant shall bear full responsibility of the complaint. Such cures shall include purchase of equipment to replace the complaints equipment, installation of filters or traps sufficient to eliminate the cause of the complaint, reduction in operating power as required to cure the complaint, or such other compensation as may be required. In view of the probability that such complaints will be caused by high field strengths of radio signals in the adjacent facilities to those leased, it is understood that Tenant may be required to operate at lower radio power than that authorized by the Federal Communications Commission. If complaint is not investigated within twenty-four (24) hours, this Lease agreement will be terminated immediately and all equipment will cease to operate.

C. Tenant may not commence radiation of radio signals without consent of Landlord. Tenant may test only during periods of time outlined by Landlord. Likewise, regular service may not commence without Landlords prior approval.

**8. Permits.** Tenant shall obtain, at its own expense, any and all frequency co-ordination, licenses or permits from the FCC and such governmental body or agency as shall have jurisdiction in connection with the installation, repair, alteration or replacement of Tenant's Equipment or with any activities of Tenant on the Leased Property. Tenant shall abide by the terms and provisions of such licenses and permits and upon receipt of such licenses and permits, shall deliver to Landlord copies of the same. Licenses and or permits shall be posted on site directly behind the transmitter.

**9. Tenant's Right of Access.** Landlord hereby grants to Tenant a non-exclusive right of access to the Lease Property for the employees, agents or representatives designated by Tenant to the extent reasonably necessary to enable Tenant to install, operate, maintain and monitor its Equipment.

**10. Maintenance and Utilities.**

A. Tenant shall, at its sole expense carry out the maintenance of Tenant's property, including, but not limited to, the electrical and mechanical maintenance of the Equipment. Maintenance will be conducted by Tenant in accordance with standards of good engineering practice to assure that all times Tenant's equipment is in conformance with the requirements of the FCC and all other government bodies or agencies with jurisdiction over Tenant.

B. Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. Landlord or Power Provider will read the meter and provide Tenant with an invoice and usage data on a monthly basis and send to such address and/or agent designated by Tenant. Tenant will remit payment within thirty days of receipt of the usage data and invoice. Failure by

Landlord or Power Provider to perform this function will limit utility fee recovery by Landlord or Power Provider to a 12-month period. Landlord or Power Provider agrees to give Tenant advanced notice of any planned interruptions of said electricity. Landlord and Power Provider acknowledges that Tenant provides a communication service that requires electrical power to operate and must operate twenty-four (24) hour per day, seven (7) day per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, the Landlord agrees to allow Tenant the right to bring in a mutually agreed upon temporary source of power, for the duration of the interruption or Tenant may terminate the Lease upon providing the Landlord a thirty (30) day written notice. Tenant shall thereafter remove its equipment as stated in Paragraph 21. Landlord and Power Provider will not be responsible for interference with, interruption of, failure or termination of such services to be furnished or supplied by Landlord and Power Provider.

C. Tenant shall, at the termination of this Lease, surrender possession of the Leased Property to Landlord in as good a condition as received at the commencement of the term, reasonable wear and tear excepted.

D. Tenant shall keep the Lease Premises in good, substantial and sufficient condition, and shall make all necessary maintenance, repairs and replacement to any and all improvements which comprise the Lease Premises, such as, paint exterior parts, antennas, transmission lines or other equipment. Tenant will take other steps as may be necessary from time to time to reduce visual impact of Tenant's use of the Lease Premises. All maintenance, repairs and replacements shall be in quality and class at least equal to the original work or improvements. All garbage will be hauled out and disposed of at an approved disposal site.

**11. Taxes.** Tenant shall be liable for the payment of all personal property taxes that may be lawfully levied on Tenant's equipment.

**12. Hold Harmless.** Subject to appropriations by the Matanuska-Susitna Borough Assembly for the specific purpose, the Tenant agrees to indemnify and hold harmless that Landlord and the Tenant assumes all risk and responsibility for any all claims, demands, suits, damages, actions, recoveries, judgments and cost of any nature whatsoever, brought or obtained on account of the loss of life, personal injury, or damage to property whether such loss, injury or damage be suffered by the Landlord, its agents or employees, or the Tenant, its agents or employees, and contractors, or sub-contractors employed by the Tenant, their agents or employees, or any third person in no way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to or arise out of, result from, or be in any way connected with the Lease or any work done hereunder. Landlord shall defend, indemnify and save harmless the Tenant from and against any and all claims, demands, suites, damages, actions, recoveries, judgments, and costs of any nature whatsoever, brought or obtained on account of the loss of life, personal injury or damage to property arising out of or in anyway connected with Landlord's negligence or other fault in using or occupying the leased premises.

**13. Insurance.** The Tenant shall procure and maintain during the Term, at its own cost and expense, commercial general liability with a responsible insurance company legally entitled to do business in the State of Alaska covering Tenant's use of (1) Tenant's equipment and structures



located at or on the Property and (2) all of Tenant's operations and activities on or in connections with the Property. Such insurance policy shall have a (i) limit of liability of One Million Dollars \$1,000,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence and in the aggregate; and (ii) Workers' Compensation Insurance as required by law. Tenant shall include Landlord as an additional insured and shall furnish Landlord with a certificate evidencing such insurance and stating that such coverage shall not be canceled until insurers have endeavored to provide Landlord at least thirty (30) days notice. The insurance must be carried throughout the Term of this Lease.

**14. Alterations by Tenant.** Tenant shall have the right, at its own cost and expense, to make such changes alterations in its Equipment in or on the Leased Premise as its operations may require, including (1) the renovation or replacement of its antenna(s) provided, however, that such changes or alterations are in conformance with standards of good engineering practice and the provisions of Paragraph 5 hereof and, if necessary, have been approved by the FCC and any other, governmental body or agency as referred to in Paragraph 6 hereof, and provided further, (2) plans and specifications are first submitted to and approved in writing by Landlord, which approval shall not be unreasonably withheld.

**15. Damage to Tenant's Equipment.** Under no circumstances whatsoever shall Landlord be responsible for damage to or loss of Tenant's Equipment. Tenant shall maintain adequate insurance to protect itself.

**16. Service Interruption.** The Landlord shall incur no liability to the Tenant for failure to furnish space and/or electrical power, as provided herein. If service interruption prevented by war, fires, strikes, or other labor troubles, accidents, acts of God, or other causes beyond Landlord's control Tenant shall be entitled to a pro rata refund of its rent for such time it is unable to substantially conduct its normal operations as a result of the aforesaid circumstances, except that Tenant shall not be entitled to any refund for electrical power outages. Under no circumstances shall Landlord be liable for any financial loss due to business interruption caused by such aforementioned circumstances.

**17. Eminent Domain.** If the land upon which Landlord's building is located, or the Leased Property are acquired or condemned under the power of eminent domain whether by public authority, public utility or otherwise, then the terms of this Lease shall cease and be terminated as of the date titled shall have vested in public authority. Landlord shall be entitled to the entire amount of any condemnation award, except the Tenant shall be entitled to make a separate claim for and retain a condemnation award based on and attributable to the expense and damage of removing its fixtures and other expenses and damages as it may suffer as a result of the condemnation.

**18. Costs.** Tenant and Landlord shall each bear their own costs and expenses in connection with the preparation and negotiation of this Lease Agreement. Nothing in this paragraph is intended to modify, limit or otherwise affect the rights of either party to recover attorney's fees in connection with litigation under the laws and Rules of Court of the State of Alaska.

**19. Assignment.** Tenant shall not sub-lease, assign, mortgage, transfer or encumber this Lease, or any interest therein, without the prior written consent of the Landlord, which consent shall be at the sole discretion of the Landlord; however, the Landlord will not unduly withhold consent.

**20. Default and Termination.**

A. Breach by Lessee. In the event of any breach of any provision of this Lease by Tenant, the breach, whether material or not, shall be deemed a default entitling Landlord to cancel this Lease and seek any other remedies set forth in this Lease or otherwise available at law or equity, after Landlord has delivered to Tenant notice of the breach and a demand that the same be remedied immediately.

Tenant shall not be in default if the breach pertains to the payment of money and Tenant cures the breach within twenty (20) days of receipt of the notice. Furthermore, the Tenant shall not be in default if the breach pertains to a matter other than the payment of any monies due under this lease, and Tenant promptly commences to cure the breach within forty-five (45) days after receipt of the notice.

B. Re-entry. In the event of any uncured default by Tenant, the Landlord 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 Landlord is hereby expressly released from any and all liability and shall not be responsible for any damages or losses suffered by Tenant 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 Tenant.

C. Right to Cure. If Tenant fails to perform any undertaking or promise contained herein, the Landlord 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. The Landlord's expenditures to correct Tenants failure to perform shall be reimbursed by Tenant. In the event that such costs or expenses or the rental payments are not paid upon demand, Landlord is hereby expressly granted a lien on Tenant's equipment installed on Landlord's premises to the extent of the amount of the rental payments or expenses so incurred.

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

E. Notwithstanding any other provision in this Lease, Tenant may terminate this Lease at any time, with or without cause, during the Initial Term or any Renewal Terms upon one (1) year written notice to the Landlord. The rent and other charges shall be adjusted as of the date of such termination.

**21. Removal of Tenant's Equipment.** At the termination of this Agreement, whether it expires by its own terms or is canceled for any reason, Landlord agrees to give Tenant reasonable access to remove its antennas and associated transmitting and receiving equipment for a reasonable period, the duration of which shall be at least ninety (90) days after such termination however, Tower C and it's foundation will become the property of the Landlord. Tenant agrees at the termination of this Agreement to remove its antennas and associated equipment and to pay all costs in connection with such removal.

**22. No Waiver.** Should Landlord permit a continuing default of Tenant in Tenant's performance of the terms of this Agreement, the obligations of Tenant hereunder shall continue and such permissive default shall not be construed as a renewal of the term hereof nor as a waiver of any of the rights of Landlord or obligations of Tenant hereunder.

**23. Entire Agreement.** This Agreement, including the exhibits, schedules, lists and other documents referred to herein or delivered pursuant hereto, which form a part hereof, contains the entire understanding of the parties with respect to its subject matter. There are no restrictions, agreements, promises warranties, covenants or undertakings other than expressly set forth herein or therein. This agreement supersedes all prior agreements and understandings between the parties with respect to its subject matter. No modification of this Agreement shall be effective unless contained in a writing signed by the authorized representative of both parties.

**24. Headings.** The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

**25. Notices.** All notices, request, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by facsimile transmission or mailed (certified mail, postage prepaid, return receipt requested) to the respective parties at the addresses or facsimile telephone numbers listed below:

For the Landlord:

Kristine A. Knapp  
Alaska Communications  
P.O. Box 78  
Palmer, Alaska 99645  
Telephone: 907-841-5023

For the Tenant:

Matanuska Susitna Borough  
Emergency Services, [Attn: ]  
350 East Dahlia Avenue  
Palmer, Alaska 99645  
Telephone: 907-745-4801  
Facsimile: \_\_\_\_\_

or to such other address as any party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall only be effective upon receipt.

**26. Force Majeure.** Landlord or Tenant'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 Landlord or Tenant, including but not restrict to acts of God, acts of the public enemy, vandalism, fires, lightning, floods, epidemics, earthquakes or labor strikes.

**27. Law Governing.** 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 the State of Alaska, Third Judicial District at Palmer and not elsewhere.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

**"LANDLORD"**

Kristine A. Knapp, dba Alaska Communications

By: \_\_\_\_\_  
Kristine A. Knapp

Its: Owner

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

**TENANT"**

Matanuska Susitna Borough

By: \_\_\_\_\_  
John Moosey

Its: Borough Manager

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

### LANDLORD ACKNOWLEDGMENT

STATE OF ALASKA                    )  
  ) ss.  
THIRD JUDICIAL DISTRICT        )

On this \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me, a Notary Public in and for the State of Alaska, personally appeared Kristine A. Knapp, known to me to be the owner of ALASKA COMMUNICATIONS, Landlord that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Landlord, for the uses and purposes therein set forth

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My commission expires: \_\_\_\_\_

### TENANT ACKNOWLEDGMENT

STATE OF ALASKA                    )  
  ) ss.  
THIRD JUDICIAL DISTRICT        )

On this \_\_\_\_ day of \_\_\_\_\_, in the year 2019, before me, a Notary Public in and for the State of Alaska, personally appeared John Moosey, known to me to be the Borough Manager of the Matanuska-Susitna Borough, a municipal corporation, described in the foregoing instrument, and acknowledged to me that he signed the same on behalf of said corporation by authority of its bylaws or is Board of Director, as the free and voluntary act and deed of said Tenant, for the uses and purposes therein set forth.

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My commission expires: \_\_\_\_\_

## **EXHIBIT A**

### **DESCRIPTION OF THE PROPERTY**

Page 1 of 1

to the Agreement dated \_\_\_\_\_, 20\_\_\_\_, by and between Kristine A. Knapp, dba Alaska Communications, as Landlord, and Matanuska-Susitna Borough, as Tenant.

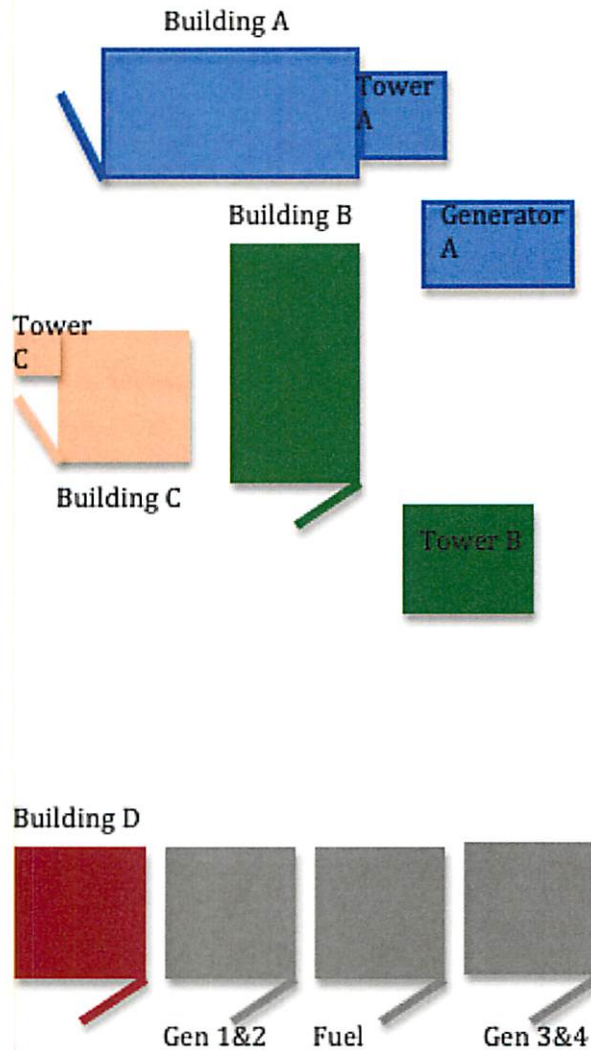
The property is described as follows:

Baldy: 62-18-30.597 N 149-44-53.811 W @ 3600' elevation.

## EXHIBIT B

### DESCRIPTION OF THE PREMISE

Page 1 of 2



Tower C - Rohn 55G 30 ft. Tower foundation to encompass the area under Building C and 4' x 4' square area attached to the Northwest corner of Building C. Down guy attachments are not to exceed a 3' x 3' square. Land beneath the down guys is not part of the Premise.

## **EXHIBIT B**

### **DESCRIPTION OF THE PREMISE**

Page 2 of 2

Equipment is identified as:

- 1 each 6' Microwave Dish
- 1 each Microwave Radio Equipment MUX
- Solar Panels and Associated Batteries
- 1 each VHF Motorola Radio, Duplexor, Batteries
- 1 Each VF 2 Dipole Antenna
- 1 Each Motorola Quantar radio, duplexor