

## TOWER AND GROUND SPACE LEASE

This Tower and Ground Space Lease (the “Lease”) is made by and between The City of Garnett, Kansas, a municipal corporation, whose address is P.O. Box H, Garnett, Kansas 66032, hereinafter referred to as “Landlord”, and USCOC of Nebraska/Kansas, LLC, a Delaware limited liability company, Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631, hereinafter referred to as “Tenant”.

WHEREAS, Landlord owns a Water Tank (the “Tower”) located on a parcel of land (the “Site”), at a Latitude of 38 17 1.4 N and Longitude 95 14 25.7 W (NAD 83), with an address of 146 E 1ST Avenue in the City of Garnett, in Anderson County, State of Kansas, as such Site is legally described on Exhibit A attached hereto and made a part hereof.

WHEREAS, Tenant desires to occupy, and Landlord is willing to provide, attachment locations upon the Tower and Ground Space (as hereinafter defined) at the Site for Tenant’s cellular common carrier mobile radio base station operations, including related telecommunications functions.

NOW, THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

### 1. Option to Lease.

- a. Landlord hereby grants to Tenant an option (the “Option”) to lease from Landlord the following described premises (the “Premises”) together with unrestricted access for Tenant’s uses from the nearest public right-of-way along the Site:
  - (i) Attachment locations upon the Tower at a height of Eighty Feet (80’) for the placement and affixing of Six (6’) cellular antennas, at the heights and orientations shown on Exhibit B attached hereto;
  - (ii) A parcel of ground space adjacent to the base of the Tower, measuring approximately Ten (10’) feet by Ten (10’) feet as shown on Exhibit C attached hereto (the “Ground Space”), for the placement of a radio station equipment shelter (“Tenant’s Building”) upon a poured concrete foundation.
- b. During the Initial Option Term (as hereinafter defined) and any Extended Option Term (as hereinafter defined), extension thereof, and during the Initial Term (as hereinafter defined) and any Renewal Term (as hereinafter defined) of this Lease, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Site to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Site (collectively the “Tests”), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant’s sole discretion for its use of the Premises and include without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as “Governmental Approvals”), and otherwise to do those things on or off the Site that, in the opinion of Tenant, are necessary in Tenant’s sole discretion to

- determine the physical condition of the Site, the environmental history of the Site, Landlord's title to the Site, and the feasibility or suitability of the Site for Tenant's permitted use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Site, whether or not such defect or condition is disclosed by Tenant's inspection.
- c. In consideration of Landlord granting Tenant the Option, Tenant hereby agrees to pay Landlord the sum of One Thousand Four Hundred dollars (\$1,400.00) within fifteen (15) days of full execution of this Lease by Landlord and Tenant. The Option will be for an initial term of eighteen (18) months (the "Initial Option Term") and may be renewed by Tenant, at the election of Tenant, for an additional six (6) months ("Extended Option Term") upon written notification to Landlord and the payment of an additional One Thousand Four Hundred dollars (\$1,400.00) no later than fifteen (15) days prior to the expiration date of the Initial Option Term. Landlord shall provide a complete and accurate IRS form W9 to Tenant for the Payee of the Option sum prior to payment thereof.
  - d. During the Initial Option Term and during the Extended Option Term, if any, as the case may be, Tenant may exercise the Option by notifying Landlord in writing at any time prior to the expiration of the Initial Option Term and the Extended Option Term, if any, as the case may be. The date stated on such notice will be the Commencement Date of the Lease. If Tenant exercises the Option, then Landlord shall lease the Premises to the Tenant on, and subject to, the terms and conditions of this Lease.
2. Easements. Landlord hereby confers upon Tenant the following described nonexclusive easement appurtenant to the Premises, which shall be irrevocable for the duration hereof:
- a. The right to place and affix such lines, conduits, connections, devices, and equipment for the transmission, reception, encryption and translation of voice and data signals by means of radio frequency energy and landline carriage, including lines for signal carriage between the Ground Space and the Tower Space (all such items, along with the items attached on Exhibit B hereto, are collectively referred to herein as the "Equipment"), as Tenant, in its sole discretion, deems necessary or desirable for the conduct of Tenant's business, subject to Landlord's prior consent to any significant changes which Tenant may from time to time propose to make to said Equipment, which consent shall not unreasonably be withheld or delayed;
  - b. The right to extend and connect utility lines between Tenant's Building and suitable utility company service connection points;
  - c. The right to travel between the Premises and the public road over the Site and other routes which Landlord is entitled to use; and
  - d. The rights to traverse other portions of the Site as is reasonably necessary to access, repair and maintain the Premises or otherwise to accomplish Tenant's purposes as contemplated herein.
3. Use of Premises. Tenant shall be entitled to use the Premises to install, operate, and maintain thereon a cellular common carrier mobile radio base station, including system networking, station control, back-up power devices, legally required signage and performance monitoring functions, but for no other use or purpose. Tenant's use of the

Premises shall at all times comply with and conform to all laws and regulations applicable thereto.

Provided, however, all other provisions of this Lease to the contrary notwithstanding, Landlord's continued use of the Tower for its primary purpose of elevated municipal water storage, in the manner o operated at the inception of the Lease, shall never be the basis for Tenant's declaring a breach hereof. If in Tenant's opinion, Landlord's continued use interferes with Tenant's operations, and the parties are unable through good faith negotiations to remedy any such interference, Tenant may terminate this Lease. Any other provisions of existing Paragraph 19 shall be held for naught and are abrogated.

4. Initial Term. In the event Tenant, in Tenant's sole discretion, exercises the Option, the initial Lease term will be five (5) years (the "Initial Term"), commencing upon the Commencement Date and terminating at midnight on the day in which the fifth (5<sup>th</sup>) anniversary of the Commencement Date falls.
5. Option to Renew. The Initial Term of this Lease shall automatically extend for up to five (5) additional terms of five (5) years each (each, a "Renewal Term(s)"), upon a continuation of all the same provisions hereof, unless Tenant gives Landlord written notice of Tenant's intention to terminate the Lease at least sixty (60) days before the expiration of the Initial or any Renewal Term.
6. Option to Terminate. Tenant shall have the unilateral right to terminate this Lease at any time by giving Landlord written notice of the date of such termination ("Termination Date"). The Indemnification obligations of each party contained in Section 17 and Tenant's requirement to remove improvements as provided in Section 30 shall survive termination of the Lease.
7. Rent. Tenant shall pay Rent to Landlord in the amount of One Thousand Four Hundred (\$1,400.00) dollars per month, the first payment of which shall be due within thirty (30) days of the Commencement Date, and installments thereafter on the first day of each calendar month, provided that Landlord shall submit to Tenant a complete and accurate IRS form W9 prior to Tenant's first payment of Rent. Landlord shall specify the name, address, and taxpayer identification number of a sole payee (or maximum two joint payees) who shall receive Rent on behalf of the Landlord. Rent will be prorated for any partial month. Any change to the Payee must be requested in accordance with the Notice provision herein, and a new IRS form W9 must be supplied prior to payment by Tenant to the new Payee.
8. Adjusted Rent. At the beginning of each Renewal Term throughout the duration of the Lease as renewed and extended, the Rent shall be increased by ten percent (10%) over the previous term's Rent.
9. Tenant's Personal Property. Landlord acknowledges and agrees that all of Tenant's Equipment and other personal property of Tenant kept or stored on the Premises by Tenant constitute personal property, not real property, and shall continue to be the personal and exclusive property of Tenant, and neither Landlord nor any person claiming by, through or under Landlord shall have any right, title or interest (including without limitation, a security interest) in Tenant's Equipment. Tenant, and Tenant's successors in interest, shall have the right to remove Tenant's Equipment at any time during the Term of this Lease or its earlier

termination. With respect to the holder of any mortgage, deed of trust or other lien affecting Landlord's interest in the Premises, whether existing as of the date hereof or arising hereafter, Landlord and Tenant hereby agree, acknowledge and declare that Tenant's Equipment is now and shall at all times hereafter remain the personal and exclusive property of Tenant. The parties further acknowledge and agree that Landlord shall have no right or authority to grant a lien upon or security interest in any of Tenant's Equipment.

10. Tower Maintenance.

- a. Landlord represents that it has the right and responsibility to repair and maintain the Tower and surrounding property, including but not limited to, snow removal. If the Tower is damaged for any reason, other than by reason of the willful misconduct or gross negligence of Tenant or its agents, so as to render it substantially unusable for Tenant's intended use, the Rent shall abate until Landlord, at Landlord's expense, restores the Tower to its condition prior to such damage; provided, however, in the event Landlord fails to repair the Tower within seven (7) days following the date of such damage, Tenant shall have the right to terminate this Lease by giving Landlord written notice thereof, as long as Tenant has not resumed operations upon the Premises.
- b. If applicable, Landlord shall have the right to request Tenant's relocation once during any ten (10) year period for the purpose of completing general maintenance or painting to or on the Tower, so long as Landlord provides Tenant with six (6) months advance notice in writing to Tenant. This notice requirement shall not affect any situation where Landlord must request Tenant's relocation in the event of an emergency as necessary to protect the health, safety, and welfare of visitors or Landlord's other tenants. In the event of a relocation request under this Section, Tenant agrees to cover the costs of relocating its equipment. If such approval is to include going through any permitting process of the Landlord, Landlord shall waive any permit fees for Tenant for its reinstallation. Landlord shall provide space satisfactory to Tenant in order for Tenant to operate temporary cellular facilities during the course of any maintenance that cannot be completed without Tenant's relocation. Landlord shall take all steps possible to ensure that Tenant is off the Tower for the minimum length of time possible.

11. Aviation Hazard Marking. Landlord agrees to be solely responsible for full compliance, at all times, with the Tower marking, lighting, maintenance, inspection, recording, registration, and notification requirements of the Federal Communications Commission ("FCC") and the Federal Aviation Administration ("FAA").

12. FCC and FAA Tower Registration. Landlord warrants to Tenant that the Tower has been registered by the tower owner with the FCC and the FAA, if required by the FCC and the FAA. Additionally, Landlord warrants to Tenant that in the event the FCC or the FAA requires the Tower to be registered during the Term of this Lease or any extensions thereof, Landlord shall ensure that the tower owner shall take all necessary actions to register the Tower. Landlord shall provide Tenant with a copy of the FCC and FAA tower registration.

13. Utilities. Landlord shall ensure that utility services are accessible and available at the Site for Tenant's intended use. Tenant shall be responsible for the separate metering, billing, and payment of the utility services consumed by its operations.

14. Taxes. Tenant shall pay prior to delinquency any personal property taxes levied against Tenant's Building and Tenant's Equipment. Landlord shall pay prior to delinquency any real estate taxes and assessments attributable to the land underlying the Site, and any personal property taxes levied against the Tower, and any other of Landlord's equipment or property.
15. Access. Tenant shall have unrestricted access to the Premises at all hours of the day and night, subject to such reasonable rules and regulations as Landlord may impose.
16. Compliance with Laws. Subject to Sections 11 & 12, Tenant shall, at Tenant's cost and expense, comply with all federal, state, county or local laws, rules, regulations and ordinances now or hereafter enacted by any governmental authority or administrative agency having jurisdiction over the Premises and Tenant's operations thereupon.
17. Mutual Indemnification.
  - a. To the extent permitted by law, Tenant agrees to defend, indemnify and save harmless Landlord from and against all claims, losses, costs, expenses, or damages from a third party, arising from
    - (i) The negligence or willful misconduct of Tenant, or its agents, employees, or contractors; or
    - (ii) Any material breach by Tenant of any provision of this Lease. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim, and the defense thereof. Notwithstanding the foregoing, Tenant will have no liability to Landlord to the extent any claims, losses, costs, expenses, or damages arise out of or result from any act, omission, or negligence of Landlord, or of Landlord's agents, employees or contractors.
  - b. To the extent permitted by law, Landlord agrees to defend, indemnify and save harmless Tenant from and against all claims, losses, costs, expenses, or damages from a third party, arising from
    - (i) The negligence or willful misconduct of Landlord or its agents, employees, or contractors; or
    - (ii) Any material breach by Landlord of any provision of this Lease. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim, and the defense thereof. Notwithstanding the foregoing, Landlord will have no liability to Tenant to the extent any claims, losses, costs, expenses, or damages arise out of or result from any act, omission, or negligence of Tenant, or of Tenant's, agents, employees or contractors.
18. Insurance.
  - a. Tenant shall maintain commercial general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of One Million and No/100 Dollars (\$1,000,000). In addition, Tenant shall maintain worker's compensation in statutory amounts, employer's liability insurance with

- combined single limits of One Million and No/100 Dollars (\$1,000,000); automobile liability insurance insuring against claims for bodily injury or property damage with combined single limits of One Million and No/100 Dollars (\$1,000,000); and all risk property insurance covering all personal property of Tenant for full replacement value. Tenant shall provide Landlord with evidence of such insurance in the form of a certificate of insurance prior to obtaining occupancy of the Premises and throughout the term of this Lease or any Renewal Term.
- b. Landlord shall maintain general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of One Million and No/100 Dollars (\$1,000,000) as well as all risk property insurance covering all Landlord fixtures, improvements, and personal property at full replacement value with commercially reasonable deductibles. In addition, to the extent required by law, Landlord shall maintain worker's compensation in statutory amounts and employer's liability insurance with combined single limits of One Million and No/100 Dollars (\$1,000,000). Landlord shall provide Tenant with evidence of such insurance in the form of a certificate of insurance prior to Tenant obtaining occupancy and throughout the term of this Lease or any Renewal Term.
19. Interference. Landlord shall not use, nor shall Landlord permit its tenants to use, any portion of the Tower or the Site in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by Landlord, and Landlord shall have the responsibility to promptly cause any such interference to be eliminated. If said interference cannot be eliminated within twenty-four (24) hours after receipt of notice that such interference is occurring, Landlord shall discontinue or cause to be discontinued the operation of any equipment causing the interference until the same can be corrected. In the event any such interference does not cease promptly after Landlord's receipt of notice of said interference, Tenant shall have the right, in addition to any other right that it may have at law or in equity, to enjoin such interference or to terminate this Lease.
20. Default. Tenant shall be in default of this Lease if Tenant fails to make a payment of rent when due and such failure continues for fifteen (15) days after Landlord notifies Tenant in writing of such failure. If Landlord or Tenant fails to comply with any provision of this Lease, the other party shall serve written notice of such failure upon the defaulting party, whereupon a grace period of thirty (30) days shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of such failure at its sole cost and expense. Such grace period shall automatically be extended for an additional thirty (30) days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing. This Section shall not apply in the case of interference, which instead shall require immediate and effective curative action in accordance with Section 19 hereof.
21. Attorneys' Fees and Expenses. In the event of any litigation arising under this Lease, the non-prevailing party shall, upon demand, reimburse the prevailing party for all costs and expenses arising therefrom, including reasonable attorneys' fees.
22. Quiet Enjoyment. Landlord covenants that Tenant shall have quiet and peaceable possession of the Premises throughout the Initial Lease Term and any Renewal Term, if

any, as the case may be, and that Landlord will not intentionally disturb Tenant's enjoyment thereof as long as Tenant is not in default under this Lease.

23. Title, Access and Authority. Landlord covenants and warrants to Tenant that Landlord presently owns a legally defined interest in and to the Site; that the Premises are served by legal access from a public way; that Landlord is duly authorized and empowered to enter into this Lease; and that the person executing this Lease on behalf of the Landlord warrants himself to be duly authorized to bind the Landlord hereto.
24. Assignment of Tenant's Interest. This Lease shall be freely assignable by the Tenant to any other party without the necessity of obtaining Landlord's consent. Tenant's right to effect an outright transfer of the Lease, and the right of any collateral assignee to seize the Premises as defaulted security, is subject only to the limitation that the Premises shall be used for the purposes permitted herein. Tenant shall notify Landlord in writing of the name and address of any assignee or collateral assignee.
25. Environmental Warranty. Landlord hereby represents and warrants to Tenant that Landlord has never generated, stored, handled, or disposed of any hazardous waste or hazardous substances upon the Site, and that Landlord has no knowledge of such uses historically having been made of the Site or such substances historically having been introduced thereupon. Notwithstanding the foregoing, Landlord agrees to protect, indemnify and hold harmless Tenant from and against any claims or losses arising out or related to the presence or release of any hazardous substances at, on or beneath the Premises, whether existing prior to the date hereof or migrating onto the Premises during any portion of the Term, except to the extent caused by a spill or release of hazardous substances specifically brought on the Premises by or for the benefit of Tenant after the Commencement Date.
26. Compliance with FCC Radio Frequency Emissions Requirements.
  - a. It shall be the responsibility of Tenant to ensure that Tenant's use, installation, or modification of Equipment at the Site does not cause radio frequency exposure levels of all the existing equipment located at the Site and in the surrounding vicinity (including the communications equipment, Landlord's equipment, and all other transmitting equipment in the vicinity) to exceed those levels permitted by the FCC. Landlord shall require other tenants installing equipment after the installation of the communications equipment to bear the same responsibility.
  - b. Tenant agrees that in the event that there is any change to applicable rules, regulations, and procedures governing exposure to radio frequency radiation which place the Tower in non-compliance, Tenant will cooperate with Landlord and other users of the Tower to bring the Tower into compliance, which cooperation shall include, but not be limited to, sharing pro rata the costs associated with bringing the Tower into compliance.
27. Subordination. Tenant agrees to subordinate this Lease to any mortgage or trust deed which may hereafter be placed on the Premises, provided the mortgagee or trustee thereunder shall ensure to Tenant the right to possession of the Premises and other rights granted to Tenant herein so long as Tenant is not in default beyond any applicable grace or cure period, such assurance to be in writing and otherwise in form and substance reasonably satisfactory to Tenant. Further, Landlord agrees to promptly have any mortgagee or trustee

which has a mortgage or trust deed currently placed on the Premises execute a non-disturbance agreement in a form reasonably satisfactory to Tenant.

28. Notices. Any notice, request or demand required or permitted to be given pursuant to this Lease shall be in writing and shall be deemed sufficiently given if delivered by messenger at the address of the intended recipient, sent prepaid by Federal Express (or a comparable guaranteed overnight delivery service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient at the address set forth below or at such other address as the intended recipient may have specified by written notice to the sender in accordance with the requirements of this paragraph. Any such notice, request, or demand so given shall be deemed given on the day it is delivered by messenger at the specified address, on the day after deposit with an overnight delivery service, on the date the delivery is refused, or on the day that is five (5) days after deposit in the United States mail, as the case may be.

TENANT: USCOC of Nebraska/Kansas, LLC  
Attention: Real Estate Lease Administration  
8410 West Bryn Mawr Avenue  
Chicago, Illinois 60631  
Phone: 1-866-573-4544

LANDLORD: City of Garnett  
Attn: Chris Weiner  
P.O. Box H  
Garnett, Kansas 66032  
Phone: (785) 448-5496

29. Contingencies. Tenant shall have the right to terminate this Lease upon written notice to Landlord, relieving both parties of all further obligations hereunder, if Tenant, acting reasonably and in good faith, shall be unable to obtain any or all licenses or permits required to construct its intended improvements upon the Premises or conduct Tenant's business at the Premises at any time during the Term; if Tenant's technical reports fails to establish to Tenant's satisfaction that the Premises are capable of being suitably engineered to accomplish Tenant's intended use of the Premises; if the Premises are taken by eminent domain by a governmental entity or a title commitment or report obtained by Tenant with respect to the Premises shows as exceptions any encumbrances or restrictions which would, in Tenant's opinion, interfere with Tenant's intended use of the Premises.
30. Surrender. Upon the expiration or earlier termination of this Lease, Tenant shall remove all of Tenant's property from the Premises and surrender the Premises to Landlord in good condition, reasonable wear and tear excepted.
31. Tenant's Self-Help. If Landlord at any time fails to perform any of its obligations under this Lease or does not make repairs that are needed protect the health, safety, and welfare of Tenant, Landlord or Landlord's other tenants, Tenant shall have the right, but not the obligation, upon giving the Landlord at least two (2) days prior written notice of its election to do so (except in the event of an emergency, when no prior notice shall be required) to

- perform such obligations on behalf of and for the account of Landlord, and to take all necessary action to perform such obligations. Tenant's costs and expenses incurred in performing such obligations of Landlord shall, at the election of the Tenant, either promptly be reimbursed by Landlord with interest at the highest rate allowed by applicable law or Tenant taking a credit against the rent in the amount of the cost and expenses.
32. Remedies. The parties shall be entitled to the application of all appropriate remedies available to them under state and federal law in the enforcement of this Lease.
33. Binding Effect. All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
34. Execution of Other Instruments. Landlord agrees to execute, acknowledge, and deliver to Tenant such other instruments respecting the Premises as Tenant or Tenant's lender may reasonably request from time to time. Such instruments may include, but are not limited to, a memorandum of lease that may be recorded in the appropriate local land records. Landlord also agrees to cooperate with Tenant's efforts to obtain all private and public consents related to Tenant's use of the Premises, including, but not limited to zoning and permitting applications. If it is needed for the Tenant's permitting purposes, Landlord grants to Tenant and its employees, representatives, agents, and consultants a limited power of attorney to prepare execute, submit, file and present on behalf of Landlord building, permitting, zoning, or land-use applications with appropriate local, state, and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, and or building permits.
35. Invalidity of Particular Provision. If any term or provision of this Lease, or the application of such term or provision to any person or circumstance, to any extent, is invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected and each term and provision of this Lease will be valid and be enforced to the fullest extent permitted by law.
36. Governing Law. This Lease will be governed by and construed in accordance with the laws of the State in which the Premises is located.
37. Recording. Each party, on request of the other, agrees to execute a short form lease in recordable form and complying with applicable laws and reasonably satisfactory to both parties, which will be recorded in the appropriate public records.
38. Holdover. In the event Tenant remains in possession of the Premises after the expiration of this Lease, this Lease will become a year to year tenancy, that can be terminated by either Landlord or Tenant with thirty (30) day notice before the end of the first year to year tenancy . Tenant shall pay, as Rent, during such holdover, a rent equal to one hundred-ten percent (110%) of the Rent payable immediately prior to the expiration or earlier Termination Date of this Lease. Except as otherwise provided for herein, all other covenants and conditions of this Lease shall remain unchanged and in full force and effect. Provided that the Landlord and Tenant are diligently working on the renewal and/or

extension of the Lease, the increase in the Rent shall not be applied for any period after the expiration of the Lease.

39. Headings. The section headings throughout this instrument are for convenience and reference only, and are not to be used to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.
40. Entire Agreement; Waiver. This Lease constitutes the entire agreement of the parties, and may not be modified except in writing signed by the party against whom such modification is sought to be enforced. No waiver at any time of any of the provisions of the Lease will be effective unless in writing. A waiver on one occasion will not be deemed to be a waiver at any subsequent time.
41. Modifications. This Lease may not be modified, except in writing signed by both parties.
42. Errors and Omissions. Landlord and Tenant agree as part of the basis of their bargain for this Lease to cooperate fully in executing any and all documents (including amendments to this Lease) necessary to correct any factual or legal errors, omissions, or mistakes, and to take any and all additional action, that may be necessary or appropriate to give full force and effect to the terms and intent of this Lease.
43. Non-binding until Full Execution. Both parties agree that this Lease is not binding either party until both parties execute the Lease.
44. Electronic Reproductions. The Parties agree that a scanned or electronically reproduced copy or image of this Lease, as executed, shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of such agreement, notwithstanding the failure or inability of either party to produce or tender an original executed counterpart.
45. Exact location of any equipment whether on the Tower or on the premises immediately adjacent thereto will be determined during installation to assure compatibility with City's use of the water storage tower and related City equipment. Installation of all Tenant's equipment shall be done in a workmanlike manner, by competent personnel, in compliance with all applicable City codes and regulations, and where necessary to comply with federal or other law, by appropriately licensed personnel. City shall be furnished in advance with specific installation protocols and shall be entitled to notice of exact time and date of such work and shall be permitted to have City personnel (including at the City's option, contract professional engineers and the like) on site throughout the time of all such work. Absolutely no drilling or welding on the tower or tank structure without prior, written approval of the City and on such reasonable terms and conditions stated. If City reasonably consults with engineers or other similar professionals in review of such protocols to enable City to determine whether or not to permit such upon what terms and conditions, then Tenant shall reimburse City for such professional fees and expenses.

[END OF LEASE - SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Lease as of the date of the full execution of this Lease.

LANDLORD: City of Garnett

TENANT: USCOC of Nebraska/Kansas, LLC

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

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

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

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

Title: Vice President

Date \_\_\_\_\_

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

Site Name: Garnett DT

Site Number: 856561

STATE OF KANSAS )  
 )  
COUNTY OF ANDERSON )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Name, the Title, known to me to be the same person whose name is subscribed to the foregoing Tower and Ground Space Lease, appeared before me this day in person and acknowledged that (he) (she) signed the said Lease as (his) (her) free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

My commission expires \_\_\_\_\_

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that \_\_\_\_\_, Vice President, known to me to be the same person whose name is subscribed to the foregoing Tower and Ground Space Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Lease as his free and voluntary act on behalf of the named Tenant, for the uses and purposes therein stated.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

My commission expires \_\_\_\_\_

**EXHIBIT A**

Legal Description of Landlord's Property

**TITLE LEGAL DESCRIPTION OF PARENT PARCEL**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ANDERSON, CITY OF GARNETT, STATE OF KANSAS, AND IS DESCRIBED AS FOLLOWS:

LOTS ONE (1), AND E 16' LOT TWO (2), BLOCK 15, IN THE CITY OF GARNETT, ANDERSON COUNTY, KANSAS.

PARCEL ID #0020993002014001000

THIS BEING THE SAME PROPERTY CONVEYED TO THE CITY OF GARNETT, KANSAS, A MUNICIPAL CORPORATION FROM J. S. CHILDERS AND FANNIE CHILDERS, HIS WIFE, IN A DEED DATED JANUARY 9, 1928 AND RECORDED JANUARY 10, 1928 IN BOOK 93 PAGE 235.

PROPERTY COMMONLY KNOWN AS: 0 PARCEL ID: 0020993002014001000 GARNETT, KS 6603

**EXHIBIT B**

SITE: Garnett Dt    Site #: 856561    FCC REGISTRATION # 1274205  
TENANT NAME: USCOC of Nebraska/Kansas, LLC    TEL #: 1-866-573-4544  
CONTACT: Attn: Real Estate Lease Administration

**TOWER EQUIPMENT INFORMATION**

Mounted at 80' with Azimuths of 0 / 120 / 240:

Three (3) Sabre C10857777CDP 12' EHD V-Boom Assembly with Tiebacks and Optional Angle Leg Adapter

Six (6) OCT8-2LX2HX-BW65 Panel Antennas

Three (3) Nokia Ahloa Radios

Three (3) Nokia AHCA Radios

Three (3) Nokia AHFIB Radios

Two (2) Raycap RUSDC-6267-PF-48

Two (2) Eupin 1 ¼' Hybrid Cables

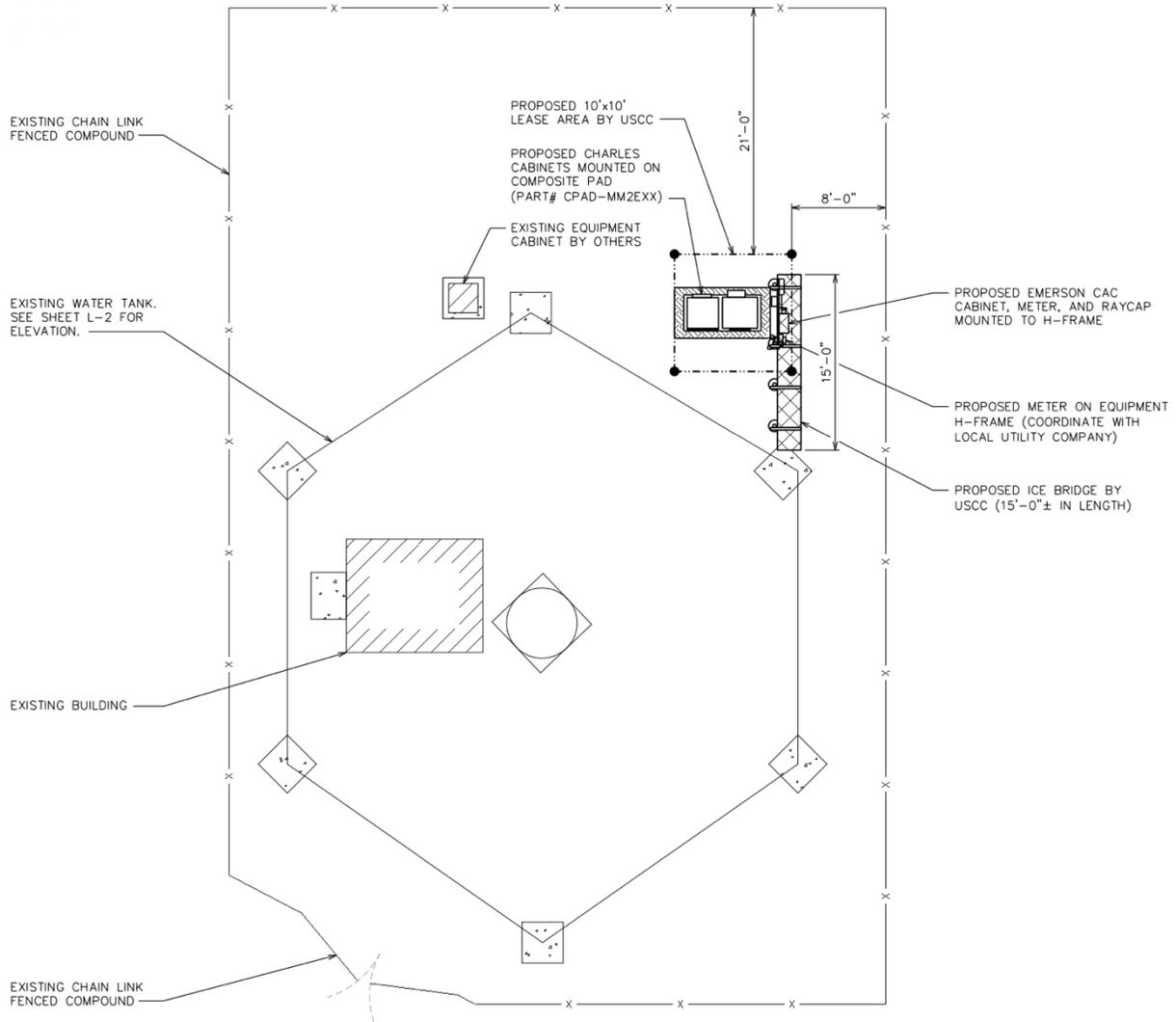
**GROUND SPACE**

10' X 10' Lease Area (Further described in Exhibit C)

**EXHIBIT C (1 of 3)**

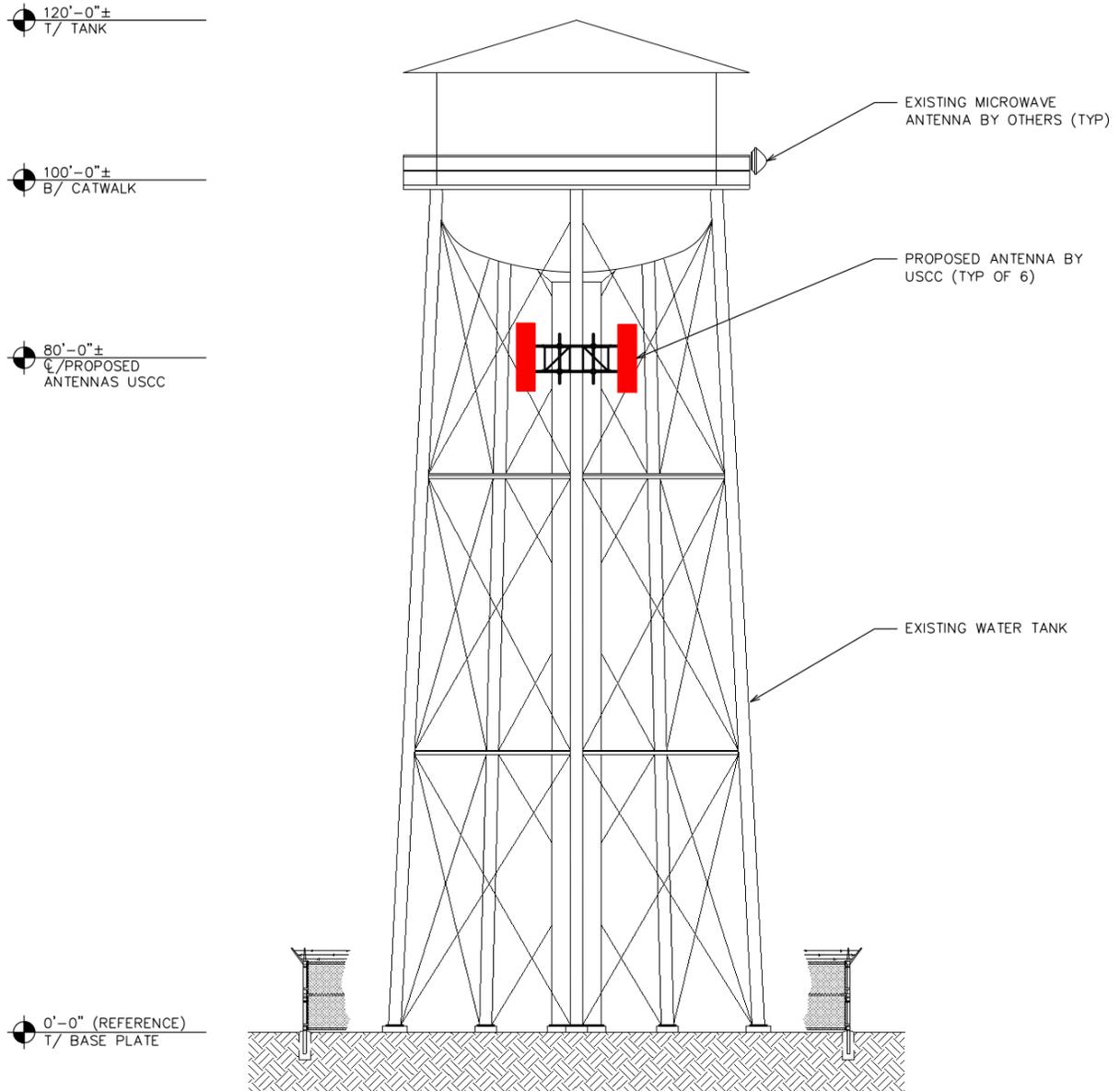
Tenant's Site Plan and Lease Area Legal Description

**Site Plan – Ground Space**



**EXHIBIT C CONTINUED (2 of 3)**

**Site Plan - Tower Elevation**



**EXHIBIT C CONTINUED (3 of 3)**

**LEGAL DESCRIPTION OF 10' X 10' LEASE AREA**

ALL THAT CERTAIN LEASE AREA, SITUATE, LYING AND BEING IN SECTION 30, TOWNSHIP 20 SOUTH, RANGE 20 EAST, ANDERSON COUNTY, KANSAS, BEING A PORTION OF THE LANDS DESCRIBED IN DEED BOOK 93 AT PAGE 235 OF THE ANDERSON COUNTY REGISTER OF DEEDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON REBAR FOUND ON THE WESTERN RIGHT OF WAY OF SOUTH MAIN STREET, SAID IRON BEING THE SOUTHEAST CORNER OF THE PARCEL DESCRIBED IN DEED BOOK 93, PAGE 235, HAVING KANSAS SOUTH STATE PLANE COORDINATES OF NORTHING = 1,917,458.47', AND EASTING = 2,247,793.19'; THENCE, FROM THE POINT OF COMMENCEMENT, NORTH 08°31'37" WEST A DISTANCE OF 57.80 FEET TO A POINT ON THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED 10' X 10' LEASE AREA, SAID POINT BEING THE TRUE POINT OF BEGINNING, HAVING KANSAS SOUTH STATE PLANE COORDINATES OF NORTHING = 1,917,515.63', AND EASTING = 2,247,784.62'; THENCE, FROM THE POINT OF BEGINNING, SOUTH 86°33'59" WEST A DISTANCE OF 10.00 FEET TO A POINT; THENCE NORTH 03°26'01" WEST A DISTANCE OF 10.00 FEET TO A POINT; THENCE NORTH 86°33'59" EAST A DISTANCE OF 10.00 FEET TO A POINT; THENCE SOUTH 03°26'01" EAST A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SAID LEASE AREA PARCEL CONTAINING 100 SQUARE FEET OR 0.0023 ACRES MORE OR LESS.