



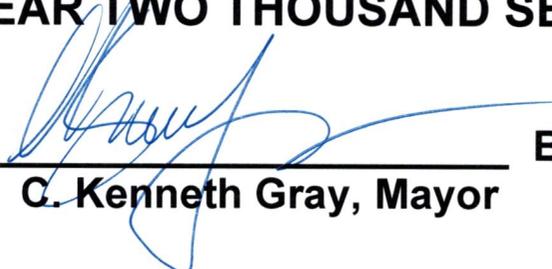
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AMESBURY CITY CLERK

**CITY OF AMESBURY
IN THE YEAR TWO THOUSAND SEVENTEEN**

SPONSORED BY:


C. Kenneth Gray, Mayor

BILL No. 2017-080

An Order to: Transfer a portion of 12 Newton Road from the Water Department Division of the Department of Public Works to the Mayor for purposes of leasing same to a private party for construction of a Wireless Communications Facility and operating and maintaining such a facility.

Summary: The City Council shall vote to transfer of 12 Newton Road to be held jointly by the Department of Public Works and the Mayor to allow a portion of said property to be conveyed by lease pursuant to Chapter 30B, Section 16 for construction of a Wireless Communications Facility.

Be it Ordered by the City Council of the City of Amesbury assembled and by the authority of the same, as follows:

Whereas, the City-owned property located at 12 Newton Road consists of a parcel of land described as Assessor's Map 34, Parcel 12, containing 10.75 acres, more or less; and

Whereas, 12 Newton Road is currently under the care, custody, management and control of the Water Department Division of the Department of Public Works and houses a water pump house station controlled and managed by the Department of Public Works; and

Whereas, the Mayor seeks to lease a portion of the 12 Newton Road property for construction by a private party of a new telecommunications facility and operation and maintenance of such a facility by such private party.

Now, therefore, the City Council votes, pursuant to the provisions of G.L. c. 40, §15A, to transfer the property located at 12 Newton Road, which is currently under the care, custody, management and control of the Department of Public Works, jointly to the Department of Public Works, for water system and public works operations purposes, and the Mayor, for purpose of leasing a portion of said property in accordance with the provisions of applicable law to a private party for the development thereon of a Wireless Telecommunications Facility by such party; and further to authorize the Mayor to enter into such lease for a period in excess of ten years for all or a portion of the property described herein for the development thereon of such a facility by such party upon terms and conditions determined by the Mayor to be in the best interest of the City; and further to authorize the Mayor to execute any and all documents reasonably necessary to effectuate the purposes of this Order.

AMESBURY WIRELESS COMMUNICATIONS FACILITY

City of Amesbury, Massachusetts
REQUEST for PROPOSALS

Lease of Municipal Real Estate
Wireless Communications Facility

Sealed proposals will be received at the office of the Purchasing Agent, Administration and Finance, Amesbury City Hall, 62 Friend Street, Amesbury, Massachusetts 01913 until **Thursday, September 7, 2017, at 11:00 am**, at which time and place they will be publicly opened and read aloud, for the following:

The CITY OF AMESBURY, Massachusetts, seeks to lease:

a portion of the City's Water Pump House Station Property at 12 Newton Road (the "Property"), Map and Parcel 34-12 consisting of approximately 10.75 acres of land; for the construction of a new telecommunications facility, and operation of this facility to support wireless communications activities.

All proposals will remain in effect for a period of ninety (90) calendar days from the deadline for submission, or until a Lease has been signed by a lessee and the City, or this Request for Proposals is cancelled, whichever occurs first.

The City of Amesbury has a zoning ordinance provision governing the installation of wireless communications facilities in the City, entitled: "Wireless Communications Facilities Bylaw" (the "Wireless Ordinance"). The Wireless Ordinance, which is incorporated herein by reference and is available upon a proposer's request from the City Clerk or via the City's website (www.amesburyma.gov), has various requirements and must be reviewed in detail by each proposer before submitting a proposal under this RFP. The award and execution of any lease under this RFP is subject to the Wireless Ordinance and contingent upon the approval of the City's Mayor and City Council.

Proposers may correct, modify or withdraw proposals in writing only, and such writing must be received by the City not less than 48 hours prior to the proposal opening. Any corrections or modifications must be in a sealed envelope when submitted.

The City of Amesbury reserves the right to reject any or all proposals, waive any informalities in the proposals, and to accept the proposal deemed to be in the best interest of the City. A lease contract will be awarded, if at all, to the responsive and responsible proposer whose proposal is deemed by the City to be the most advantageous, taking into consideration price and the evaluation criteria included in Section VII of this RFP.

An original proposal for the site must be delivered together with four (4) additional printed copies and one copy in electronic format, plainly marked "RFP - Proposal for Lease – Wireless Communications Facility, Newton Road Pump House Parcel" and addressed to: **Shaunna Ring, Purchasing Agent, Amesbury City Hall, Administration and Finance, 62 Friend Street, Amesbury, MA 01913.**

AMESBURY WIRELESS COMMUNICATIONS FACILITY

City of Amesbury
REQUEST for PROPOSALS

**Lease of Municipal Real Estate
Wireless Communications Facility**

Amesbury Department of Public Works
Water Pump House Station Site

SECTION I. OVERVIEW

The purpose of this Request for Proposals (the “RFP”) is to solicit proposals for the lease of property owned by the City of Amesbury (the “City”), for the purpose of construction of a new telecommunications facility, and operation of this facility to support wireless communications activities, as follows:

a portion of the City’s Water Pump House Station Property at 12 Newton Road (the “Property”), Map and Parcel 34-12 consisting of approximately 10.75 acres of land; for the construction of a new telecommunications facility, and operation of this facility to support wireless communications activities, said portion to be determined in consultation with and subject to approval of the Director of Public Works.

Proposers must meet all minimum evaluation criteria, must satisfy all minimum requirements contained in the RFP, must complete the enclosed proposal form and price summary form, and must include all requested documents. The City has attempted in this RFP to be as accurate as possible, but is not responsible for any unintentional errors herein.

Preference will be given to the Proposer utilizing maximum creativity to integrate the new proposed facility in a manner as aesthetically appealing as possible into the site.

The City of Amesbury has a zoning ordinance provision governing the installation of wireless communications facilities in the City, entitled: “Wireless Communications Facilities Bylaw” (the “Wireless Ordinance”). The Wireless Ordinance, which is incorporated herein by reference and is available upon a proposer’s request from the City Clerk or via the City’s website (www.amesburyma.gov), has various requirements and must be reviewed in detail by each proposer before submitting a proposal under this RFP.

The successful proposer will be required to allow collocation by other wireless telecommunications users for the new telecommunications facility, in accordance with the Wireless Ordinance.

The lease under this RFP shall be awarded to the successful bidder subject to and contingent upon approval of the City Council.

AMESBURY WIRELESS COMMUNICATIONS FACILITY

Section II. Instructions to Proposers

1. A proposer's failure to complete the enclosed forms, satisfy minimum requirements, or provide required documentation will render its proposal non-responsive and will result in rejection of the proposal, unless the City determines that such failure constitutes a minor informality, as defined in M.G.L. c.30B.
2. All requests for clarification and any questions about information contained in this RFP must be submitted in writing and addressed to:

Shaunna Ring
Purchasing Agent
Office of Administration and Finance
Amesbury City Hall
62 Friend Street
Amesbury, MA 01913
rings@amesburyma.gov
(978) 388-5447 x321

No requests or questions will be accepted after **Thursday, August 31, 2017, at 4:00 pm**. The proposer must include with any request or question the name, address, telephone number, fax number and e-mail address of the person to whom a response, if any, should be sent. If the City determines that an answer or response to a request or question is appropriate, the City will provide such answer or response in writing to all proposers in the form of an Addendum to this RFP. Proposers are not entitled to rely upon any answers or responses unless the same have been so issued by the City.

3. One original, four printed copies and one copy in electronic format of the proposal must be received by the Purchasing Agent prior to **Thursday, September 7, 2017, at 11:00 am**. Proposals must be delivered in sealed packages, plainly marked: "RFP – Proposal for Lease – Wireless Communications Facility, Newton Road Pump House Parcel"
4. Proposers may correct, modify or withdraw proposals in writing only, and such writing must be received by the City not less than 48 hours prior to the proposal opening. Any corrections or modifications must be in a sealed envelope when submitted.
5. Each proposal shall remain in effect and be available for acceptance by the City for a period of ninety (90) calendar days from the deadline for submission, until a lease has been signed by the lessee and the City, or this RFP is cancelled, whichever occurs first.
6. In the case of a discrepancy on the Price Summary Form between written and numerical amounts, the written amount shall prevail.

AMESBURY WIRELESS COMMUNICATIONS FACILITY

7. Nothing in this RFP shall be construed as superseding the City's Wireless Ordinance, which shall at all times control.

SECTION III. EVALUATION OF PROPOSALS

All proposals will be reviewed in accordance with M.G.L. c.30B, § 16, by the Purchasing Agent, City Planner and Director of the Department of Public Works, and final selection will be made by the Mayor based on the results of the evaluation and analysis of the information and materials required under this RFP by the Purchasing Agent, City Planner and Director of the Department of Public Works.

A lease will be awarded, if at all, to a responsive and responsible proposer whose proposal is deemed by the City to be the most advantageous, taking into consideration price and the evaluation criteria included in Section VII of this RFP.

A "responsive" proposal is one that includes all documents and information required by, and satisfies all minimum requirements contained in, this RFP.

A "responsible" proposer is one who demonstrates through its proposal that it possesses the experience and resources to fulfill the requirements of this RFP (see Sections VII and VIII).

The "most advantageous" proposal is one that has been determined by the City to best satisfy the comparative evaluation criteria, as stated in Section VII of this RFP, and that offers the highest price.

The Lease shall be in substantially the form as attached hereto, subject to final negotiation by the City and approval by the City Solicitor. The successful Proposer must sign the Lease no later than ten (10) days from the date of its receipt of a notice of award from the City. If the successful Proposer fails so to execute a Lease, the City may select the next most advantageous offer.

The City reserves the right to reject any and all proposals if it determines that it is in the best interest of the City to do so. The City also reserves the right to waive any informalities in the proposals and to accept the proposal deemed to be in the best interest of the City.

SECTION IV. DESCRIPTION OF PROPERTY TO BE LEASED

The property to be leased is land owned by the City of Amesbury (the "City"), for the purpose of construction of a new telecommunications facility, and operation of this facility to support wireless communications activities, to include:

a portion of the City's Water Pump House Station Property at 12 Newton Road (the "Property"), Map and Parcel 34-12 consisting of approximately 10.75 acres of land;

AMESBURY WIRELESS COMMUNICATIONS FACILITY

for the construction of a new telecommunications facility, and operation of this facility to support wireless communications activities; said portion to be determined in consultation with and subject to approval of the Director of Public Works.

The Property is located on City owned land, and includes municipal buildings and equipment used to operate the Department of Public Works' Water Pump House Station. Access to the site shall be via the entrance to the Department of Public Works Pump House Station off of Newton Road. All site analysis, planning, and construction activity shall be undertaken in a manner that enables the Department of Public Works to operate the Water Pump House Station without interference. Location of the Project shall be subject to final approval by the Director of Public Works.

SECTION V. LEASE TERMS & CONDITIONS

The initial lease term shall be for a period of ten years. The Lease Agreement (the "Lease") shall be in substantially the form as attached hereto, subject to final negotiation by the City.

Minimum Requirements: A minimum, first year lease payment of at least \$36,000 shall be required at the commencement of the Lease. An escalation fee of at least 3% per year is required for each year after the first year through the 10-year life of the initial lease.

The successful proposer who is awarded and signs a lease may be permitted the opportunity to renew the lease for two additional five year terms, as provided in the attached Lease Agreement (the "Lease") and subject to an escalation fee of at least 3% per year.

This lease of property shall be subject to and contingent upon and approval by the City Council.

SECTION VI. RESPONSIBILITIES OF THE LESSEE

1. The Lessee shall take the Premises to be leased on a strictly "as is" basis without warranty or obligation whatsoever on the part of the City of Amesbury.
2. The Lessee shall obtain all permits necessary to meet all applicable codes, by-laws, and laws of any nature, and shall be responsible for all costs thereof.
3. The Lessee shall pay all costs associated with the installation, maintenance, and insurance of equipment and employees during installation and for the duration of the Lease Agreement. All work must be performed in a good and workmanlike manner, and in a manner that will not adversely affect the structural integrity or maintenance of the Property or any existing structure on the Property or cause any other damage to the City's property or structures. The Lessee shall reimburse the City for any reasonable fees and expenses incurred by City's consulting engineers

AMESBURY WIRELESS COMMUNICATIONS FACILITY

in reviewing any such work by the Lessee, provided such fees and expenses do not exceed \$5,000.

4. The Lessee shall furnish and pay all costs for obtaining and maintaining a performance bond, in the amount of \$100,000, for the duration of the Lease Agreement. The Lessee shall furnish and pay all costs for obtaining and maintaining a removal bond in the amount of \$100,000.00 to provide for removal of equipment in accordance with the requirements of Section V herein.
5. The Lessee shall provide a Certificate of Insurance, which shall remain in effect during the construction and Lease Agreement term. Coverage shall include, Employers Liability, Worker's Compensation, Public Liability and Automobile Property Damage Liability and Bodily Injury Liability in the following amounts:

COVERAGE	LIMIT OF LIABILITY
Worker's Compensation	Statutory
Employers Liability	\$500,000
Bodily Injury Liability Except Automobile	\$1,000,000 each occurrence \$3,000,000 aggregate
Property Damage Liability Except Automobile	\$1,000,000 each occurrence \$3,000,000 aggregate
Automobile Property Damages Liability	\$1,000,000 each occurrence
Automobile Bodily Injury Liability	\$1,000,000 each occurrence \$3,000,000 aggregate
Excess Umbrella Liability	\$5,000,000

With the exception of the Workers' Compensation and Employers Liability, the Certificate shall name the City of Amesbury as additionally insured and shall provide for a thirty-day (30) written notification in the event of cancellation or material changes to the policy or policies.

6. The Lessee shall furnish a plan or description of all equipment to be installed.
7. The Lessee shall furnish a copy of its license to operate. Any such cellular communication system transmitters' and receivers' frequencies shall not interfere with local radio, TV, municipal communications devices of any type, Coast Guard, public safety, national defense or other similar operations.
8. The Lessee shall keep fully informed of all state, federal, and municipal laws, ordinances, and regulations in any manner affecting those engaged or employed in the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. It shall at all times observe and comply with, and shall cause all its agents and employees to observe and comply with, all such laws, ordinances, regulations, order, and decrees and shall protect and indemnify the City of Amesbury and its officers, agencies, and servants against any

AMESBURY WIRELESS COMMUNICATIONS FACILITY

claim of liability arising from or based on violation of any such laws, ordinances, regulations, orders, or decrees, whether by himself or his employees or subcontractors.

9. Each and every provision of law and clause required by law, specifically G.L. c. 30B, are to be considered inserted in this "Request for Proposals" and the Lease Agreement, and they shall be read and enforced as though they were included herein.
10. Prior to constructing or installing the Lessee's equipment on the Property or any material alteration of the City's equipment on the Property, the Lessee shall obtain the City's approval of the Lessee's plans for such construction, installation or alteration work, and the precise location of the Lessee's equipment on the Property.
11. The Lessee shall be responsible for obtaining, at its own expense, a structural analysis of each particular installation from a qualified structural engineer approved by the City.
12. The Lessee shall furnish and install fencing around its equipment area including exterior access gates. This fencing shall match the existing fencing on the Property.
13. The City of Amesbury and the successful proposer shall enter into a ten (10) year lease with an option to permit renewal of the lease for two additional five year terms. The term of the Lease shall commence upon the signing of the lease. The Lessee shall pay to the City a termination fee equivalent to six (6) months rent at the then-current rental rate should the Lessee terminate the Lease for reasons other than its inability to obtain necessary approvals for its telecommunications facility.
14. The Lessee shall indemnify, defend and save the City harmless against and from any and all claims, damages, costs, expenses (including reasonable attorneys' fees) fines, penalties and other liabilities of any and every kind and nature, for injury to any person or property on the Property, or arising out of lessee's use and occupancy of the Property or the installation, use, maintenance, repair or removal of the Communications Facility, including but not limited to costs and expenses incurred in connection with any occurrence of clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any Hazardous Substance (defined as any substance, chemical, material or waste on or affecting the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation) on or about the Property, except to the extent that such claims are attributable to the negligent or intentional act or omission of the City, its employees and agents. The Lessee's obligations hereunder shall survive the expiration or earlier termination of the Lease.

AMESBURY WIRELESS COMMUNICATIONS FACILITY

SECTION VII. COMPARATIVE EVALUATION CRITERIA

The purpose of the information requested in this Section is to assist the City in evaluating and comparing proposals. Responses should be complete and full so as to allow evaluation of the following criteria (see also Section VIII for documents required to be included with proposals in connection with the evaluation criteria):

1. **Financial Strength and Credit Worthiness**

A Highly Advantageous rating will be given to a Proposer who has more than sufficient assets to enter into the Lease agreement and make payments for the total annual lease value set forth in the proposal. In particular, this highest rating will be reserved for Proposers whose Dun and Bradstreet (or equivalent) classification for financial strength is "3A" or better, with a composite credit appraisal of 1.

An Advantageous rating will be given to a Proposer who has sufficient assets to enter into the Lease, as shown by its Dun and Bradstreet (or equivalent) classification for financial strength of at least "1A," with a composite credit rating of at least 2. Ratings of parent or sister companies who have only limited liability for the Proposer shall not be considered.

An Unacceptable rating will be given to a Proposer who does not have sufficient assets to enter into the Lease, as shown by its Dun and Bradstreet (or equivalent) classification for financial strength of lower than 1A.

2. **Most Aesthetically Appropriate Use of the Property**

A Highly Advantageous rating will be given to a Proposer whose proposed plans for the Property involve the most aesthetically appropriate use of the site by minimizing the visual and environmental impacts of the proposed facilities, consistent with the requirements of the City's Wireless Bylaw. Design measures taken to minimize the visual impact of the equipment will contribute to a Highly Advantageous rating. The City has determined that the development of this site for wireless communications purposes is an appropriate use of the Property. Preference will be given to the Proposer utilizing maximum creativity to integrate the new facility into the Site in as aesthetically appealing a manner as possible, as determined by the City.

An Advantageous rating will be given to a Proposer whose proposed plans for the Property comply with the requirements of the City's Wireless Bylaw and who will use standard installation techniques, with only modest efforts in the area of mitigating visual impacts and protecting the environment, as determined by the City.

An Unacceptable rating will be given to a Proposer whose proposed plans for the Property are not for wireless communication tower purposes or otherwise do not

AMESBURY WIRELESS COMMUNICATIONS FACILITY

comply with the City's Wireless Bylaw and the provisions of this RFP, or make no effort to mitigate visual impacts and/or protect the environment, as determined by the City.

3. Technical Expertise and Capabilities; Documentation of Need

A Highly Advantageous rating will be given to a Proposer who has significant technical expertise and capabilities for the construction, operation and maintenance of wireless communications antennas, and other equipment. In particular, this highest rating will be reserved for Proposers whose experience, professional licenses and accreditations, and professional references demonstrate that the Proposer is capable of developing a specialized approach to the operation and maintenance of the wireless communication antennas and communications equipment in a manner that is suitable for this Lease. To obtain this rating, a Proposer must have at least 10 years experience in constructing, operating and maintaining wireless communications antennas, and other equipment. The material submitted pursuant to section VIII of this RFP will be used to evaluate this criterion, and compelling argument must be made by each proposer of the need for the proposed installation at this site.

An Advantageous rating will be given to a Proposer who has between 5 and ten years experience in constructing, operating and maintaining wireless communications towers, antennas, and other equipment.

An Unacceptable rating will be given to a Proposer who has less than five years experience in constructing, operating and maintaining wireless communications towers, antennas, and other equipment.

4. Experience with Similar Projects

A Highly advantageous rating will be given to a Proposer who has significant experience in the development and operation of facilities that are similar in nature, size, and scope. In particular, this highest rating will be reserved for Proposers who have ten or more years experience in dealing with municipalities or other public bodies and leasing of public land, and who have developed sites in Massachusetts, and who have experience using design methods and techniques to minimize visual impacts of the proposed equipment.

An Advantageous rating will be given to a Proposer who has less than ten years experience in the development and operation of similar projects.

An Unacceptable rating will be given to a Proposer who has less than five years experience in the development and operation of similar projects.

AMESBURY WIRELESS COMMUNICATIONS FACILITY

SECTION VIII. DOCUMENT SUBMISSION REQUIREMENTS

The following documents must accompany the proposal. Failure to provide any of the requested documents may result in the determination that the Proposer is non-responsive.

1. Proposal Form
2. Price Summary Form
3. Disclosure of Beneficial Interest Form (G.L. c. 7C, §38)
4. A copy of Proposer's most recent audited annual financial statements
5. Evidence of the current Dun & Bradstreet (or equivalent) rating of the Proposer itself.
6. A description of Proposer's technical expertise and capabilities pertinent to this project, including a list of Proposer's professional licenses, accreditations, and references pertinent to the Proposer's performance and experience.
7. A summary of all of the Proposer's direct experience with similar projects, including a description of Proposer's business and its development and operation of like projects, during the ten years prior to the date on which proposals are due under this RFP. The summary must also include contact names and telephone numbers for each such project. The City may contact the other reference municipalities in determining whether the Proposer is responsible.
8. Corporate Resolution
9. Certificate of Non-Collusion
10. Certificate of Tax Compliance
11. Certificate of Insurance (demonstrating limits in compliance with RFP requirements)

AMESBURY WIRELESS COMMUNICATIONS FACILITY

PROPOSAL FORM
Lease of Municipal Real Estate
Wireless Communications Facility

CITY OF AMESBURY
Purchasing Agent
Office of Administration and Finance
62 Friend Street
Amesbury, Massachusetts 01913

1. Name of Person or Business Submitting Proposal:

Address:

2. Please check off one of the following:

If a corporation, State of Incorporation:

If a partnership, names of partners:

Individual

Other: _____

AMESBURY WIRELESS COMMUNICATIONS FACILITY

Signature

Name of Person Signing

Title

Name of Business

Address

Federal Identification Number

Phone Numbers

Fax Numbers

AMESBURY WIRELESS COMMUNICATIONS FACILITY

PRICE SUMMARY FORM

a) Lease of Municipal Real Estate

Wireless Communications Facility

CITY OF AMESBURY
 Purchasing Agent
 Office of Administration and Finance
 62 Friend Street
 Amesbury, Massachusetts 01913

This price summary form must be submitted with the proposal. Failure to adhere to this instruction will result in disqualification of your proposal.

Name of Proposer: _____

Lease Schedule

<u>Year</u>	<u>Annual Lease</u> (Year 1 must be no less than \$36,000)	Percentage Escalator <i>(must be no less than 3%)</i>	<u>Total Annual Value</u>
Initial Lease Term			
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
Total			
First Lease Extension Term			
1			

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2			
3			
4			
5			
Second Lease Extension Term			
1			
2			
3			
4			
5			
Total			

A Minimum first year lease payment of at least \$36,000, with an annual added compensation of at least 3% yearly for the life of the lease is required for consideration. The successful proposal will be the most advantageous proposal from a responsive and responsible proposer, taking into consideration price and other evaluation criteria set forth in the RFP.

Note: The best price will be the highest price. Each proposer's price will be determined by totaling the sum of all of the Total Annual Values in the last column of the table above. The resulting single number will be used to compare proposers' prices to determine the highest price.

TERM:

The successful proposer who is awarded and signs a lease may be permitted an opportunity to renew for two additional five year terms, as provided in the attached lease.

AMESBURY WIRELESS COMMUNICATIONS FACILITY

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY**
M.G.L. c. 7C, s. 38

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) Real Property: a portion of the City's Water Pump House Station Property at 12 Newton Road, Map and Parcel 34-12 consisting of approximately 10.75 acres of land; for the construction of a new telecommunications facility, and operation of this facility to support wireless communications activities

(2) Type of Transaction, Agreement, or Document: Lease of Real Property by the City of Amesbury.

(3) Public Agency Participating in Transaction: City of Amesbury

(4) Disclosing Party's Name and Type of Entity (if not an individual):

(5) Role of Disclosing Party (Check appropriate role):

_____ Lessor/Landlord _____ Tenant/Tenant
_____ Seller/Grantor _____ Buyer/Grantee
_____ Other (Please describe)

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

<u>NAME</u>	<u>RESIDENCE</u>
_____	_____
_____	_____
_____	_____

AMESBURY WIRELESS COMMUNICATIONS FACILITY

(7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert “none” if none):

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, Tenant, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the Tenant's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms-length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request. The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

AMESBURY WIRELESS COMMUNICATIONS FACILITY

(9) This Disclosure Statement is hereby signed under penalties of perjury.

Print Name of Disclosing Party (from Section 4, above)

Authorized Signature of Disclosing Party

Date (mm / dd / yyyy)

Print Name & Title of Authorized Signer

(Note: This Form must be included in the proposal submission)

AMESBURY WIRELESS COMMUNICATIONS FACILITY

CORPORATE RESOLUTION

(to be filed if Contractor is a Corporation)

I, _____, hereby certify that I am the duly qualified and
(Secretary of the Corporation)

Acting Secretary of _____ and I further
(Name of Corporation)

certify that a meeting of the Directors of said Company, duly called and held on

_____, at which all Directors were present and voting, the following
(Date of Meeting)

individuals:

were duly authorized and empowered to execute Forms of General Bid, Contracts, Agreements
or Bonds on behalf of the Corporation.

I further certify that the above authority is still in effect and has not changed or modified
in any respect.

By: _____
(Secretary of Corporation)

A True Copy:

Attest: _____
(Notary Public)

My Commission Expires: _____
(Date)

AMESBURY WIRELESS COMMUNICATIONS FACILITY

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that the bid or proposal submitted relative to this project is in all respects bona fide, fair and made without collusion or fraud with any other person, joint venture, partnership, corporation or other business or legal entity. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(Name of person signing bid)

(Company)

(Date)

AMESBURY WIRELESS COMMUNICATIONS FACILITY

CERTIFICATION AS TO PAYMENT OF TAXES BY CONTRACTOR

Pursuant to G.L. c.62C, §49A, I, _____, hereby certify under the pains and penalties of perjury that _____ has complied with all laws of the Commonwealth of Massachusetts relating to the payment of taxes and has filed all state tax returns and paid all State taxes required under law.
(Contractor)

Date

Signature of Authorized
Representative of Contractor

Social Security Number or
Federal ID Number of Contractor

Title

AMESBURY WIRELESS COMMUNICATIONS FACILITY

SAMPLE LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement"), dated as of the date below, is entered into by the City of Amesbury, a municipal corporation, acting by and through its City Council, having its official address at 62 Friend Street, Amesbury, MA 01913 (hereinafter referred to as "Landlord") and _____, having a mailing address of _____ (hereinafter referred to as "Tenant").

BACKGROUND

Landlord owns that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, described in the deeds recorded in Book _____, Page _____ at the Essex Registry of Deeds for property in the City of Amesbury, Commonwealth of Massachusetts (the "Property"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business.

The parties agree as follows:

1. LEASE OF PREMISES.

Landlord hereby leases to Tenant _____ space located at [address] as described in Book _____ at Page _____ as recorded in the [] Registry of Deeds, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day for the purpose of installation and maintenance of the demised premises, which land, building space and access are collectively referred to hereinafter as the "Property".

Landlord also grants to the Tenant the right and sufficient space for the installation and maintenance of wires, cables, conduits and pipes as shown in Exhibit "1".

2. PERMITTED USE.

(a) Tenant may erect and maintain on the Premises improvements, personal property, and facilities, including, but not limited to a communications facility, which may include a suitable support structure, monopole and base structure, in accordance with Tenant's response to the City of Amesbury's "Request for Proposals – Wireless Communications Facility", radio transmitting and receiving antennas, communications equipment, equipment cabinets and/or shelter, and related facilities for the transmission and reception of communications signals and the installation, maintenance, operation,

AMESBURY WIRELESS COMMUNICATIONS FACILITY

repair and replacement of its communications fixtures and related equipment, cables, accessories and improvements (collectively, the "Communication Facility"); such use includes the right to test, survey and check title on the Property and any other items necessary to the successful and secure operation of the Communication Facility. Landlord and Tenant agree that Exhibit 1 shows the initial installation of Tenant and that it does not limit Tenant's rights under this paragraph. Landlord's execution of this Agreement will signify Landlord's approval of Exhibit 1. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinet, and to make Premises improvements, alterations, or additions appropriate for Tenant's use ("Tenant Changes"). Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Premises. Tenant has the right to modify, supplement, replace, and/or upgrade the equipment at any time during the term of this Agreement. Tenant will be allowed, subject to approval by Landlord, which approval will not be unreasonably withheld, to make such alterations to the Premises as are required to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations, permits, and approvals.

(b) Construction Standards. Any and all improvements to be constructed, erected or maintained on or at the Premises shall be constructed, erected and maintained in accordance with plans and specifications submitted to and approved by the Landlord and in accordance with local building permits. The Tenant's construction, operation and maintenance of any and all improvements on or at the Premises shall at all times comply with all applicable federal, state, and local laws (including the local Zoning Ordinance), rules and regulations as they may be enacted or amended from time to time, including, but not limited to, FCC and FAA regulations. The Tenant will be responsible for obtaining, at its sole cost and expense, all approvals, and permits necessary for the construction of any and all improvements on or at the Premises, and the operation and maintenance of said improvements and the Premises, including, without limitation, special permits and variances required by local authorities, and approvals and authorizations required by the FCC and FAA.

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(c) Construction Costs. The Tenant will pay all costs and expenses incurred in connection with the construction, maintenance and operation of the Communication Facility and any and all related improvements on or at the Premises, including utility connections and the cost of electricity and other utilities the Tenant consumes in its construction, maintenance and operational activities at the rate charged by the servicing utility company, for which the Tenant will make payments directly to said company. The Tenant shall perform all construction, maintenance and operations activities on or at the Premises in compliance with all applicable laws, ordinances, codes and regulations, as the same may be administered by authorized governmental officials.

(d) Removal. The Tenant shall be responsible for removal of all portions of the Communications Facility in accordance with this Agreement.

3. TERM.

(a) The initial lease term will be for ten (10) years ("Initial Term"), commencing upon the Commencement Date, as defined below. The Initial Term will terminate on the last day of the month in which the tenth annual anniversary of the Commencement Date occurred.

(b) This Agreement may be renewed for two (2) additional five (5) year Terms (the "Extension Terms"), upon the same terms and conditions, unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least ninety (90) days prior to the expiration of the Initial Term.

(c) The Initial Term and the Extension Terms are collectively referred to as the Term ("Term").

3. RENT.

Commencing on the date that Tenant executes this Lease Agreement (the "Commencement Date"), Tenant will pay the Landlord a monthly rental payment in accordance with the following Table, plus any applicable tax, to Landlord, at the address set forth above, on or before the 5th day of each calendar month in advance:

RENT TABLE FOLLOWS ON NEXT PAGE

AMESBURY WIRELESS COMMUNICATIONS FACILITY

RENT TABLE

<u>Year</u>	<u>Annual Lease</u> (year 1 must be no less than \$36,000)	Percentage Escalator <i>(must be no less than 3%)</i>	<u>Total Annual Value</u>
Initial Lease Term			
1			
2			
3			
4			
5			
6			
7			
8			
9			
10 Total			
First Lease Extension Term			
1			
2			
3			
4			
5			
Second Lease Extension Term			
1			
2			
3			
4			
5			
Total			

Rent will be prorated for any partial month. In addition to the monthly rent set forth in the preceding Table, Tenant will pay the Landlord on a semi-annual basis fifty percent (50 %)

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of all sublease revenue collected by Tenant during the preceding six months from other FCC-licensed carriers that sublease space from Tenant on the Communications Facility in accordance with Section 16 hereof.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon its suitability for Tenant's intended use and Tenant's ability to obtain all governmental licenses, permits, approvals or other relief required of or deemed necessary by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Governmental Approvals for Tenant's use under this Agreement and agrees to reasonably assist Tenant with such applications, except with respect to local permits and/or approvals where Landlord's assistance may constitute a conflict of interest.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice, all at Tenant's sole cost and expense.

(c) Tenant may also obtain, at Tenant's sole cost and expense, soil boring, percolation, engineering procedures, environmental investigation or other tests or reports ("Tests") on, over, and under the Property, necessary to determine if the Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Governmental Approvals. Tenant will indemnify Landlord against all costs (including reasonable attorney's fees), claims, and damages relating to the conducting of said tests and inspections, excepting requirements contained within applicable environmental reporting guidelines and any resulting remediation required of Landlord.

6. TERMINATION.

This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice, if Tenant is unable to obtain, or maintain, any

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required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now and hereafter intended by Tenant or if Tenant determines that the cost of obtaining or retaining the same is commercially unreasonable, so long as, in the event Tenant makes such a determination, Tenant pays Landlord a termination fee equal to six (6) months of rent at the current rent rate;

(c) by Tenant on ninety (90) days written notice for any reason other than (a) or (b) above, or paragraph 8, or paragraph 20 below, so long as Tenant pays Landlord a termination fee equal to six (6) months rent, at the current rent rate. Tenant's termination under this provision shall not impact leases with carriers collocating on the Property, and Tenant shall not disturb or interrupt, by the removal of equipment or otherwise, the ability of such collocating tenants to make use of the premises for the term of the collocating leases.

7. INSURANCE.

The Tenant shall provide a Certificate of Insurance, which shall remain in effect during the construction and Lease Agreement term. Coverage shall include, Employers Liability, Worker's Compensation, Public Liability and Automobile Property Damage Liability and Bodily Injury Liability in the following amounts:

COVERAGE	LIMIT OF LIABILITY
Worker's Compensation	Statutory
Employers Liability	\$500,000
Bodily Injury Liability	\$1,000,000 each occurrence
Except Automobile	\$3,000,000 aggregate
Property Damage Liability	\$1,000,000 each occurrence
Except Automobile	\$3,000,000 aggregate
Automobile Property Damages Liability	\$1,000,000 each occurrence
Automobile Bodily Injury Liability	\$1,000,000 each occurrence
	\$1,000,000 aggregate
Excess Umbrella Liability	\$5,000,000

With the exception of the Workers' Compensation and Employers Liability, the Certificate shall name the City of Amesbury as additionally insured and shall provide for a thirty-day (30) written notification in the event of cancellation or material changes to the policy or

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policies.

8. INTERFERENCE.

(a) Where there are existing radio frequency user(s) on the Landlord's Property, the Landlord will provide Tenant with a list of all existing radio frequency user(s) and their frequencies on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Premises as long as the existing radio frequency user(s) operate and continue to operate within their frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for use of the Property, if such use may in any way adversely affect or interfere with Tenant's Communication Facility. Landlord will notify Tenant and receive Tenant's written approval, which approval shall not be unreasonably withheld, prior to granting any third party the right to install and operate communications equipment on the Property. Nothing contained herein will restrict Tenant nor its successors and assigns from installing and modifying its communications equipment.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease upon not more than forty-eight (48) hour notice from Tenant. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's breach of this Agreement, to elect to enjoin such interference or to terminate the Agreement upon notice to Landlord.

9. INDEMNIFICATION.

Tenant agrees to protect, defend, indemnify, and hold harmless Landlord from and against any liability, claims, or causes of action in favor of any party, arising directly out of Tenant's actions or failure to act under this Agreement, or resulting from negligence or any willful act or omission by the Tenant, its subcontractors, agents or employees, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees agents or independent contractors. Tenant agrees to investigate and defend against any such liability, claims, or causes of action in favor of any party, arising directly from Tenant's actions or failure to act under this Agreement or resulting from the

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negligence or any willful act or omission by Tenant, its subcontractors, agents or employees. Tenant agrees to investigate and defend against any such liability, claims, or causes of action at its sole expense.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license, unencumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, agreements of record or not of record, which would adversely affect Tenant's use and enjoyment of the Premises under this Agreement; (ii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iii) its execution and performance of this Agreement will not violate any Laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord; and (iv) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will use best efforts to provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

11. ENVIRONMENTAL.

(a) Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in, or on the Property.

(b) Tenant agrees to hold harmless and indemnify Landlord from and to assume all duties, responsibilities, and liabilities at its sole cost and expense, for all duties, responsibilities and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) Tenant's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or

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imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, and (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the activities conducted by the Tenant on the Leased Premises, unless the environmental conditions are caused by the Landlord or third party..

(c) The indemnifications of this Paragraph specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remedial, removal or restoration work required by any governmental authority. The provisions of this Paragraph will survive the expiration or termination of this Agreement.

12. ACCESS.

At all times throughout the term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four hour, seven day access to and over the Property for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. In the event any public utility is unable to use the access provided to Tenant the Landlord hereby agrees to grant an additional access either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.

13. REMOVAL.

All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all such improvements. Footings, foundations, and concrete will be removed from the Property and the Property restored as close as is reasonably possible to its original condition, normal wear and tear excepted.

14. MAINTENANCE, UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear

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and tear and damage from the elements excepted.

(b) Tenant will be solely responsible for and promptly pay all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. Landlord will cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such rent remains unpaid for more than thirty (30) days after receipt of written notice of such failure to pay from Landlord; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement. Landlord's failure to perform any term or condition under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE.

Tenant may assign or sublease this Agreement, in whole or in part, to affiliates, subsidiaries, subsidiaries of its principal or to any entity which acquires all or substantially all of the Tenant's assets in the market defined by the Federal Communications Commission in which the property is located by reason of a merger, acquisition, or other business reorganization without Landlord's consent. Landlord further understands and agrees that Tenant has the right, without Landlord's consent, to sublet a portion or portions

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of the Premises for collocation by other FCC-licensed wireless communication carriers and similar entities, subject to payment to the Landlord of the percentage of Collocation Fees set forth in Section 4 above. No other assignment or sublease this Agreement, in whole or in part, shall be permitted without Landlord's written consent, which consent shall not be unreasonably denied.

17. NOTICES.

All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notice will be addressed to the parties at the addresses set forth above. Either party hereto may change the place for the giving of notice to it by thirty (30) days written notice to the other as provided herein.

18. SEVERABILITY.

If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) days prior written notice to the other party hereto.

19. CONDEMNATION.

In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Property, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent.

20. CASUALTY.

Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight (48) hours of the casualty. If any part of the Communication Facility or

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Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent. Tenant shall provide notice to Landlord of any release by Tenant or observed by Tenant of oil and/or hazardous materials on the Property within twenty-four (24) hours of such release.

21. WAIVER OF LANDLORD'S LIENS.

Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord hereby consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

22. MISCELLANEOUS.

(a) Amendment; Waiver. This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

(b) Short Form Lease. Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease. Either party may record this memorandum at any time, in its absolute discretion.

(c) Bind And Benefit. The terms and conditions contained in this Agreement will run with the Property and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(d) Entire Agreement. This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements.

(e) Governing Law. This Agreement will be governed by the laws of the Commonwealth of Massachusetts, without regard to conflicts of law.

(f) Interpretation. Unless otherwise specified, the following rules of construction

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and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable, and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.

(g) Estoppel. Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. Failure to deliver such a statement within such time will be conclusive upon the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's rent has been paid in advance.

(h) No Option. The submission of this Agreement for examination or consideration does not constitute a reservation of or option for the Premises. This Agreement will become effective as an Agreement only upon the legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

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IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed this _____ day of _____, 2017.

In witness whereof, the parties hereto have set their hands and affixed their respected seals the day and year first above written.

LANDLORD
CITY OF AMESBURY
MAYOR

TENANT

By: _____

Title: _____

APPROVED AS TO FORM:

City Solicitor
588366/AMES/0117