

THE FOURTH AMENDED AND RESTATED LEASE AGREEMENT

THIS FOURTH AMENDED AND RESTATED LEASE AGREEMENT ("Amendment"), is made and entered into this ____ day of _____, 2017 by and between GOLD CREEK CELLULAR of MONTANA LIMITED PARTNERSHIP d/b/a Verizon Wireless ("Lessee"), and THE CITY OF BILLINGS, a municipal corporation under the laws of the state of Montana ("Lessor").

Recitals

Whereas, Lessor owns the real property described on Exhibit "A" attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

Whereas, Lessor (or its predecessor-in-interest) and Lessee (or its predecessor-in-interest) entered into that certain Lease Agreement dated November 16, 1987 (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Lessee leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease, which is otherwise scheduled to expire on November 30, 2017; and

Whereas, Lessee, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Premises, as defined below, all as more particularly described therein; and

Whereas, Lessee has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Lessee, all as more particularly set forth in the POA; and

Whereas, for and in consideration of the mutual promises and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Lease pursuant to the following terms, inclusive of the referenced Exhibits attachment hereto:

1. **Lease.** The Parties hereby agree that the terms of this Amendment shall supersede and replace any terms contained in the Lease.

2. **Lease of Premises.** Lessor leases exclusively to Lessee and Lessee leases from Lessor certain real property consisting of approximately Three Thousand Two Hundred (3,200) square feet (40'x80') and such additional property as shall be required by Lessee if agreed to by Lessor (the "**Premises**") to accommodate Lessor's use as set forth in Paragraph 2, and more particularly described on Exhibit "A."

3. Use. The Premises is to be used by Lessee for (i) the transmission and reception of communications and signals in any and all frequencies currently allowed by federal and state law or which may be allowed by federal and state law in the future, (ii) the construction thereon of additional facilities as solely determined by Lessee, including, without limitation, towers and support buildings and (iii) antennas, electrical components, related hardware and other business apparatus affixed to the tower and/or building (all electronic equipment, antennas and related hardware are referred to hereinafter as the "**Antenna Facility**"). The tower and/or support building on the Premises shall be used exclusively by the Lessee, except as covered in Paragraph 4 during the term of this Lease.

Within 120 days of the expiration or termination of the Lease, Lessee shall remove any towers, support buildings, fences, and any other appurtenances constructed by the Lessee from the Premises at the sole cost of the Lessee and restore the Premises to its original 1987 condition.

4. Term/Option. This Amendment shall extend the Lease for a period of five (5) years, commencing on December 1, 2017 and terminating on November 30, 2022 (the "**Primary Term**"). Lessor grants to Lessee the exclusive option to extend the Primary Term of this Lease for an additional two (2) five (5) year periods (each a "**Renewal Term**") on the same terms and conditions herein. Exercise of the option granted herein by Lessee shall be provided by written notice to Lessor at least ninety (90) days prior to termination of the Primary Term. References in this Lease to "**Term**" shall refer, collectively to the Primary Term and the Renewal Terms.

4. Compensation.

- a. Rent. The annual rental shall be *Eight Thousand and No/100 Dollars (\$8,000.00)* per year, to be paid by Lessee by annual payment by December 1st of each year, except for the first annual payment which shall be due within 30 days of the Effective Date of this Amendment, as defined herein. Commencing on December 1, 2018, the rental fee will be adjusted annually on December 1st each year (the "**Increase Date**") by the greater of three percent (3%) or the percent increase in the Consumer Price Index for All Urban Consumers (CPI-U): US City Average – all items (1982 – 1984 = 100) published by the Bureau of Labor Statistics of the U.S. Department of Labor (the "**Index**"), for the immediately preceding year. As used herein, "preceding year means the 12-month period ending as of the last day of the full month that is three (3) months prior to the Increase Date. If the increase date is December 1st, then the preceding year would be the 12-month period ending as of September 30th. If the Index is no longer published, then a comparable index, which measures inflationary factors, and the corresponding decrease in the purchasing power of the U.S. Dollar, shall be selected by Lessee and the Index adjustment shall be based upon such index. The effective date shall be the latter signature date of this Amendment (the "**Effective Date**").

b. Other Compensation. In consideration of the Lease and the mutual covenants herein, the parties agree that the Lessor is hereby authorized to modify the number of antennas it has installed on Lessee's communication tower located on the Premises (the "**Tower**"), and to add to or alter certain other of its equipment on Lessee's Premises as shown on Exhibit B subject to Lessee's consent not to be unreasonably withheld, conditioned or delayed. Prior to modification or installation of any antennas or communications equipment within the Premises or on the Tower (not in place as of the Effective Date of this Amendment), by Lessor, Lessor must submit an application to Lessee, utilizing Lessee's then current form, to request the right to install, replace or modify such antennas and/or communications equipment for Lessee's review and written approval, which may not be unreasonably withheld (such written approval or notice to proceed "**NTP**"). Lessor must use Lessee or American Tower's approved contractors for all work related to installing, maintaining, and or repairing Lessor's antennas and/or communications equipment both on the Tower and within the Leased Premises. Notwithstanding anything to the contrary contained herein, Lessor and Lessee agree that any antennas or communications equipment installed on the Premises or Tower, as shown on Exhibit B, prior to the Effective Date, shall continue to have Lessee's approval as to location.

As other compensation for the Premises usage, Lessee designed and constructed the tower to include the Lessor's maximum planned antennas and related hardware. This quantity and related specifications are included in Exhibit B. Lessee enclosed the Premises in a security type fence sized to include the Lessor's separate building, the dimensions of which are included in Exhibit B, and which shall be constructed and supplied with separately metered AC power at the Lessor's expense. The Lessee will assume responsibility for management of the Premises and the Tower, including coordination of radio frequencies.

5. Lessee's Equipment. Lessor acknowledges and agrees that all personal property, equipment, apparatus, fittings, fixtures including towers, support buildings and fence and trade fixtures installed or stored on the Premises constitute personal property, not real property, and shall continue to be the personal and exclusive property of Lessee, including without limitation, all telecommunication equipment, switches, cables, wiring and associated equipment or personal property (collectively, the "**Equipment**"). The Equipment shall remain at all times the personal property of Lessee, and neither Lessor nor any person claiming by, through or under Lessor shall have any right, title or interest (including without limitation a security interest) in the Equipment. Lessee, and Lessee's successors in interest, shall have the right to remove the Equipment at any time during the term of this Lease, including without limitation upon the expiration of the term of this Lease or its earlier termination. With respect to the holder of any mortgage, deed of trust or other lien affecting Lessor's interest in the premises, whether existing as of the date hereof or arising hereafter, Lessor and Lessee hereby agree, acknowledge and declare that the Equipment is now and shall at all times hereafter remain the personal and exclusive property of Lessee. The parties further acknowledge and agree that Lessor shall have no right or authority to grant a lien or security interest in or to any of

the Equipment.

6. Ingress and Egress. Lessor grants to Lessee an easement for ingress, egress and access over and to the Premises at all times during the Term of this Lease. The Lessee shall only use the front gate to the landfill located off Jellison Road for ingress and egress. Lessor shall maintain an access route in a reasonable state of good repair to the Premises. Lessor covenants and agrees that it shall at all times during the Term guarantee, protect and defend Lessee's easement and access to the Premises. As further described below, Lessor may, from time to time during the Term and at its sole expense, eliminate existing roads and establish new roads within the landfill r but any change to roads within the landfill shall be at least comparable in size, quality and ease to Lessee as that which it replaces, provided, however, that distances may be reasonably increased.

The landfill presently includes unimproved roads, beginning at the main entrance to the landfill located off Jellison Road, around and/or across the total property to the general vicinity of the Premises. Due to the nature of the landfill operation, the existing roads may be eliminated and different ones established. Lessee agrees that roads will be for primary use for landfill operation and Lessee will use most desirable, available approach to the vicinity of Premises. These unimproved roads are suitable for travel by a maintenance-type vehicle, and will be maintained to that degree. They will be made available by the Lessor to the Lessee for use on a twenty-four (24) hour a day, seven days a week basis during the Term of this Lease.

7. Use of Utilities. Lessee may use lines and supplies but shall, at its sole expense, use the existing utility meters and/or improve the present utility service to the Premises to the extent required by Lessee's operations. The routing of any additional utility line, including any communications lines, shall be on a route to the Premises mutually agreed upon by Lessor and Lessee; Lessor's agreement may not be unreasonably withheld. Such route shall be as direct as possible for the benefit of the Lessee, while preserving the usages of the property contiguous to the Premises. Upon Lessee's request, and without additional consideration owed, Lessor shall execute an easement evidencing this right.

8. Improvements to the Premises.

- a. Antenna Facility. Lessee shall have the right to maintain the Antenna Facility on the tower. The Antenna Facility shall be maintained at the expense of Lessee. All personal property placed on the Premises by the Lessee during the Term, including the Antenna Facility, shall remain the property of Lessee and shall be removed from the Premises as required in section 2 herein. Lessee shall pay for any and all damage to persons and property that may be caused by the maintenance of the Antenna Facility.
- b. Chain Link Fence. Lessee shall maintain the existing nine (9) foot high chain link fence on the Premises that encircles the support building constructed by Lessee,

future support building as described in Exhibit "C" constructed by Lessor, and the Tower. Lessee shall pay the expense of the installation, routine maintenance (if any), and damage or destruction of the chain link fence. Notwithstanding the foregoing, Lessee shall not be responsible for the expense of repairing any damage or destruction to the chain link fence caused by Lessor, Lessor's employees, contractors or invitees.

9. Indemnification and Insurance.

- a. Lessor Indemnified. Except for losses, damages and claims arising out of the act of Lessor or Lessor's agents, contractors and employees, Lessee shall indemnify and hold harmless Lessor from and against any and all claims arising from Lessee's use of the Premises, or from the conduct of Lessee's business or from any activity, work or things done, permitted or suffered by Lessee in or about the Premises and Lessee shall further indemnify and hold harmless Lessor from and against any and all claims arising from any breach or default in the performance of any obligations on Lessee's part to be performed under the terms of this Lease, or arising from any negligence of the Lessee, or any such claim or action or proceeding brought thereon; and in case any action or proceeding be brought against Lessor by reason of any such claim, Lessee upon notice from Lessor shall defend the same at Lessee's expense by counsel chosen by Lessee. Lessor shall have the right to participate in such defense at its own expense.
- b. Lessee Indemnified. Except for losses, damages and claims arising out of the act of Lessee or Lessee's agents, contractors and employees, Lessor shall indemnify and hold harmless Lessee from and against any and all claims arising from Lessor's ownership, enjoyment and use of the Premises, or from the conduct of Lessor's business or from any activity, work, or things done, permitted or suffered by Lessor in or about the Premises and Lessor shall further indemnify and hold harmless Lessee from and against any and all claims arising from any breach or default in the performance of any obligations on Lessor's part to be performed under the terms of this Lease or arising from any negligence of the Lessor, or any such claim or action or proceeding brought thereon; and in case any action or proceeding be brought against Lessee by reason of any such claim, Lessor upon notice from Lessee shall defend the same at Lessor's expense by counsel chosen by Lessor. Lessee shall have the right to participate in such defense at its own expense.
- c. Insurance by Lessee. Lessee shall provide and keep in force for the term of the Lease a commercial general liability policy, providing coverage for personal injury, bodily injury, death, and property damage, in amounts not less than \$750,000 per claim and \$3,000,000 per occurrence.

The commercial general liability policy shall name the City of Billings as an additional insured. The City of Billings general liability policy will be excess and non-contributory. Lessee shall furnish a certificate of insurance showing that

required insurance is in force within thirty (30) days of the Effective Date, and subsequent to the Effective date within thirty (30) days of written request by Lessor. The issuer(s) of the policy or policies shall provide thirty (30) day advance written notification to Lessor of any reductions in the policy coverage or cancellations. Insurance coverage shall be maintained with insurance underwriters authorized to do business in the State of Montana and rated at least "A-" by A. M. Best Company. If, in the Lessor's opinion, the minimum limits of the insurance coverage herein required become inadequate during the term of this Lease, Lessee agrees that it will increase such minimum limits by reasonable amounts, on request of the Lessor.

The Lessee shall also provide insurance for worker's compensation and employer's liability coverage as required by Montana law.

10. Taxes. During the term of the Lease, Lessor shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Parent Parcel, including the Premises. Lessee shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Lessee. In the alternative, Lessee hereby agrees to reimburse Lessor for any personal property taxes in addition to any increase in real property taxes levied against the Parent Parcel, to the extent both are directly attributable to Lessee's improvements on the Premises, provided, however, that Lessor must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Lessee) of such personal property taxes or real property tax increase to Lessee along with proof of payment of same by Lessor. Anything to the contrary notwithstanding, Lessee shall not be obligated to reimburse Lessor for any applicable taxes unless Lessor requests such reimbursement within one (1) year after the date such taxes became due. Lessor shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Lessee from time to time. Subject to the requirements set forth in this Section, Lessee shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Lessor. If Lessor fails to pay when due any taxes affecting the Parent Parcel as required herein, Lessee shall have the right, but not the obligation, to pay such taxes on Lessor's behalf and: (i) deduct the full amount of any such taxes paid by Lessee on Lessor's behalf from any future payments required to be made by Lessee to Lessor hereunder; (ii) and demand reimbursement from Lessor, which reimbursement payment Lessor shall make within thirty (30) days of such demand by Lessee; and/or (iii) collect from Lessor any such tax payments made by Lessee on Lessor's behalf by any lawful means.

11. Representations and Warranties. Lessor hereby represents and warrants to Lessee that:

Lessor is duly organized and validly existing under the laws of the State of Montana and is in good standing thereunder and has full and lawful right and authority to execute and deliver this Lease and to consummate the transaction contemplated hereby. The

person or persons executing this Lease on behalf of Lessor and any other documents required hereunder on behalf of Lessor have the full corporate power and authority to do so.

Lessor owns and has good and marketable title to the Premises and the real property which is the subject of the easement granted herein, all of which are free and clear of all liens, claims, encumbrances, defects or any other sales agreements whatsoever.

To the best of Lessor's knowledge, there are no hidden or undisclosed defects on or under the Premises which might materially adversely affect Lessee's use thereof.

To the best of Lessor's knowledge, the Premises is zoned such that Lessee may conduct its business from the Premises and other than governmental permitting and compliance with governmental zoning and construction requirements, nothing shall prevent the Lessee from constructing the support buildings and other improvements upon the Premises.

To the best of the Lessor's knowledge, no agreement exists nor is there any action, suit or proceeding existing or pending or contemplated, the result of which would materially adversely affect the conduct of the Lessee's business from the Premises.

This Lease and the transactions contemplated hereby shall not constitute a default or result in the breach of any term or provision of any other contract, agreement or lease to which Lessor is a party with respect to the Premises so as to adversely affect Lessee's rights under this Lease. Lessee's obligations under this Lease are expressly conditioned upon the representations and warranties of Lessor being true and correct during the Term of the Lease.

12. Covenant of Quiet Enjoyment. Lessor covenants and agrees that Lessee shall at all times hereafter peaceably and quietly have, hold, use, occupy, possess and enjoy all the rights granted by this Lease, without suit, interference, eviction or disturbance by the Lessor, its agents or employees.

13. Condemnation. If a portion of the Premises shall be taken or condemned and the remainder is, in Lessee's sole discretion, satisfactory to Lessee for the uses stated herein, this Lease shall, as to the part of the Premises so taken, terminate as of the date of the taking and the Lease shall remain in full force and effect as to the remaining portion of the Premises. If the entire Premises or a portion thereof shall be taken or condemned so as to render, in Lessee's sole discretion, the Premises unsuitable for Lessee's use, Lessee shall have the right to terminate this Lease upon thirty (30) days' written notice to Lessor. For purposes of this Lease, a sale of all or part of the Premises to a purchaser with the power of condemnation in the face of a threat or probability of the exercise of such power, shall be treated as a taking by condemnation. Lessee shall not be entitled to any award Lessor may receive from such taking or condemnation; provided, however, nothing shall preclude Lessee from obtaining a separate award.

14. Destruction of Premises. If the Premises or Lessee's improvements thereon are totally or partially destroyed or damaged, Lessee may, in its sole discretion, elect to terminate this Lease upon thirty (30) days written notice to Lessor. In such event, all rights and obligations of the parties hereto shall cease as of the date of termination.

15. Right of First Refusal. Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the parent parcel from Lessor to any prospective purchaser that is not a Third Party Competitor (as herein defined) or to American Tower. If Lessor receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Premises is a part to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "Third Party Competitor") or (ii) assign all or any portion of Lessor's interest in the Lease to a Third Party Competitor (any such offer, the "Offer"), Lessee shall have the right, exercisable in Lessee's sole and absolute discretion, of first refusal to purchase the real property or other interest being offered by Lessor in connection with the Offer on the same terms and conditions. If Lessee elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Lessee must provide Lessor with notice of its election not later than forty-five (45) days after Lessee receives written notice from Lessor of the Offer. If Lessee elects not to exercise Lessee's right of first refusal with respect to an Offer as provided herein, Lessor may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Lessor hereby acknowledges and agrees that any sale or conveyance by Lessor in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment. For the avoidance of doubt, American Tower, its affiliates and subsidiaries, shall not be considered a Third Party Competitor and this provision shall not apply to future transactions with American Tower, its affiliates and subsidiaries.

16. Termination. Except as otherwise provided in this Lease, this Lease may be terminated upon written notice, as follows:

By either party upon a breach of any representation, warranty or covenant or default of any term hereof by the other party hereto which is not cured within thirty (30) days' of receipt of written notice of such default.

By Lessee if the approval of or license from any agency, board, court, or other governmental authority necessary for the conduct of Lessee's business or for the construction and/or operation of the towers, support buildings, fences, or Antenna Facility cannot be obtained or is not for any reason maintained, or is revoked.

By Lessee if Lessee determines that the Premises are not appropriate for its operations for economic or technological reasons including, but not limited to, signal interference in which case the Lessee's towers, support buildings, and fences which have been

d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network Real Estate
Telephone: (908) 306-7000

With copy to:

Gold Creek Cellular of Montana
Limited Partnership
d/b/a Verizon Wireless
c/o American Tower
10 Presidential Way
Woburn, MA 01801

Gold Creek Cellular of Montana
Limited Partnership
d/b/a Verizon Wireless
c/o American Tower
116 Huntington Avenue
Boston, MA 02116
Attn: Legal Department

Any notice or payment under this paragraph shall be deemed given when personally delivered or if by certified mail, on the first date of attempted delivery.

20. Governing Law. This Agreement is being made in the State of Montana, and shall be construed and enforced in accordance with the laws of that State. Any litigation concerning this Agreement shall be conducted in the courts for Yellowstone County, Montana.

21. Entire Agreement. It is expressly agreed by and between the parties hereto as a material consideration for the execution of this Lease that there are and were no verbal or written representations, understandings, stipulations, agreements or promises pertaining to the subject matter of this Lease not incorporated in writing herein and that this Lease together with the exhibits attached hereto constitutes the entire agreement of the parties. It is likewise agreed that neither this Lease nor any of the terms, provisions, conditions, representations or covenants herein contained can be modified, changed, terminated, amended, superseded, waived or extended except by an appropriate written instrument duly executed by the parties hereto.

22. Severability and Reformation. If any clause, paragraph or provision of this Lease is deemed or shall be held invalid or unenforceable under present or future laws, then and in that event, it is the intention of the parties that the remainder of this Lease shall not be affected thereby, and that such clause, paragraph or provisions be reformed by them so as to be legal, valid and enforceable.

23. Paragraph Headings. The paragraph headings herein are inserted only for

convenient reference and do not define, limit or proscribe the scope of this Lease or any exhibit attached hereto.

24. Time of the Essence. Lessor and Lessee hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof and that failure to timely perform any of the terms, conditions, obligations or provisions hereof by other party shall constitute a breach of and a default under this Lease by the parties so failing to perform.

25. Waiver. No waiver by either party hereto of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by other party of the same or any other provision.

26. Construction. Lessor and Lessee acknowledge each to the other that both they and their counsel have reviewed and revised this Lease, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any amendments or exhibits hereto.

27. Counterpart Originals. This Lease may be executed in any number of counterparts which together shall constitute one and the same instrument.

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

LESSOR:

CITY OF BILLINGS, MONTANA

By _____
Thomas W. Hanel, Mayor

APPROVED AS TO FORM:

By _____
BRENT BROOKS, City Attorney

LESSEE:

Gold Creek Cellular of Montana
Limited Partnership

By _____

Print Name _____

Print Title _____

EXHIBIT A

This Exhibit A may be replaced at Lessee's option as described below.

PARENT PARCEL

Lessee shall have the right to replace this description with a description obtained from Lessor's deed (or deeds) that include the land area encompassed by the Lease and Lessee's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Lessor as described in a deed (or deeds) to Lessor of which the Leased Premises is a part thereof with such Parent Parcel being described below:

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN YELLOWSTONE COUNTY, MONTANA:

TRACT 1 AS DESCRIBED ON PLAT ENTITLED, "CERTIFICATE OF SURVEY NO. 796," RECORDED MAY 1, 1958 AS INSTRUMENT 600808.

Being Yellowstone County, MT Parcel Number D02013.

PREMISES

Lessee shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Lessee.

The Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The Square footage of the Premises shall be the greater of: (i) 3,200 square feet; (ii) Lessee's (and Lessee's customers') existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

DESCRIPTION FOR AN ATC 40 FOOT x 80 FOOT LEASE AREA LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 26 EAST OF THE MONTANA MERIDIAN, IN THE COUNTY OF YELLOWSTONE, MONTANA BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A REBAR WITH CAP LOCATED AT THE MOST SOUTHERLY CORNER OF ATC SITE "BILSTRATTONROAD MT", FROM WHICH A 3" BRASS CAP FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 29 BEARS , S 20°27'32" W, 1732.31 FEET;
THENCE N 46°22'57" E, 40.00 FEET;
THENCE N 43°37'03" E, 80.00 FEET;
THENCE S 46°22'57" E, 40.00 FEET;
THENCE S 43°37'03" W, 80.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3,200 SQUARE FEET OR 0.07 ACRES OF LAND, MORE OR LESS.

EXHIBIT A continued

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well as that portion of the Parent Parcel currently utilized by Lessee (and Lessee's customers) for ingress, egress and utility purposes from the Premises to and from a public right of way of Jellison Road.

For Illustration Purposes:

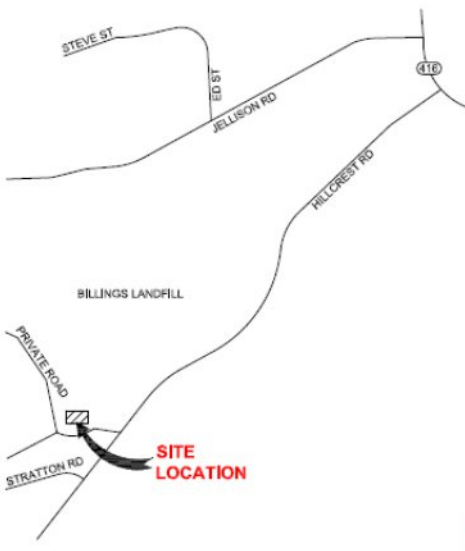
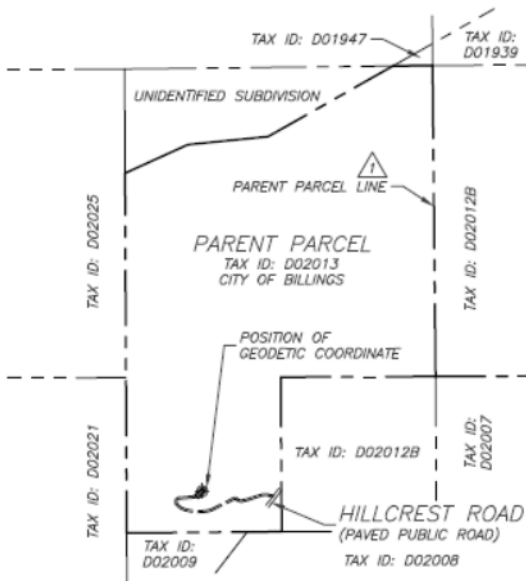


EXHIBIT B

Lessor's Planned Antennas, Related-Hardware, and Building Specifications

Three (3) 682 Antenna-specialists (or equivalent) high-band antennas, each 16.2 feet in length and 9.5 pounds in weight.

Five (5) ASPR 614 Antenna Specialists (or equivalent) mounting kits.

Five (5) 1/2" jacketed Heliac cables for antennas.

One (1) One foot (1') diameter solid dish antenna with 7/8" jacketed Heliac cable.

Two (2) open grid four feet (4') diameter dish antennas with 7/8" jacketed Heliac cable.

All of above are maximum quantities and are to be mounted below the Seventy Five foot (75') level on Lessee's tower.

One (1) equipment shelter type building not to exceed Twelve feet (12') long, Ten feet (10') wide, and Ten feet (10') high outside dimensions.

Two (2) DB874 panel antennas (or equivalent), one (1) mounted at thirty feet (30') and One (1) mounted at seventy five feet (75').