

Additional Lessee Duties and Responsibilities. The parties expressly recognize that this lease is for a location on a municipal water tower which is part of an essential public service being provided to the public by Lessor. That facility and its use is the primary function of the premises and has priority over any other use thereon. Lessee shall not install equipment in any location or manner that will negatively impact the ability of Lessor's employees or agents from safely using the water tower.

Any damage to Lessee's property, and the water tower in particular, caused by the installation or maintenance of Lessee's equipment by its employees or agents shall be the immediate responsibility of the Lessee who will reimburse Lessor for any and all costs of repair. Lessee agrees to allow Lessor's employees or agents to complete all required repair work. Lessee agrees to pay for required repairs within 30 days of receipt of invoice from Lessor. Lessee shall provide to Lessor no less than one week written notice of any need to access its equipment on Lessor's premises and shall follow all reasonable directives of the Lessor intended to minimize any damage thereon.

In the event access is required on an emergency basis by Lessee, Lessee shall immediately contact the Lessor, and the City Engineer in particular, of the need for such emergency actions and will follow all reasonable directives from Lessor on the manner of its access and use of the premises. Lessee will be responsible for removing any debris from the premises following any work on the premises by Lessee.

When necessary for maintenance, Lessor may require the Lessee to remove its equipment and install it on a temporary pole on the site and to reinstall it on the premises after completion of the maintenance. Lessor will provide reasonable notice to Lessee when such a removal would be required.