

TOWN OF MASHPEE

REQUEST FOR PROPOSALS
FOR THE LEASE OF PROPERTY

TO BE USED FOR THE INSTALLATION OF
CELLULAR/WIRELESS EQUIPMENT

MASHPEE FIRE STATION #2

101 RED BROOK ROAD, MASHPEE, MA 02649

Information concerning this RFP may be obtained from:

Town of Mashpee
Office of the Town Manager
16 Great Neck Road North
Mashpee, MA 02649
508-539-1401
wtaylor@mashpeema.gov

I. INTRODUCTION

The Town of Mashpee ("Town") hereby requests proposals from responsive and responsible proposers to lease a portion of land and rights to install cellular/wireless telephone equipment on Town owned property located at 101 Red Brook Rd. Mashpee, MA.

The firm or firms to be authorized to erect facilities shall be authorized by the FCC to provide cellular/wireless telephone service in Massachusetts and will be fully responsible for all permitting, and for all costs for construction and maintenance of their facilities. Any damage to the buildings, real property, or private markers will be repaired to the satisfaction of the Town or its authorized agent or aggrieved parties thereto. The successful proposer shall comply with all federal, state and local laws, regulations and by-laws as may be applicable.

All proposals shall specify an annual rent for the first year (base rent of the lease). Thereafter, the successful proposer's price will be subject to an annual escalation adjustment based upon the consolidated (all items) Consumer Price Index for Barnstable County (C.P.I.) thereafter for the remainder of a minimum term of Five (5) years, commencing on the Effective Date of the Lease Agreement, with three successive options for renewal of five (5) years each, for a maximum Twenty (20) year lease. The award will be based on the most advantageous proposal terms over the total period of the lease, including any option(s).

All proposals will be subject to review and award of this contract will be made by the Town Manager and the Board of Selectmen. Massachusetts General Law, Chapter 30B, Section 16, which is incorporated herein by reference, shall govern all procedures. The Town reserves the right to reject any or all proposals, waive any informality or to award the contract in the best interest of the Town. The Town is an equal opportunity, MBE/WBE employer. The Town reserves the right to amend this request for proposals at any time, prior to the deadline for submission of proposals. It is the intent of the Town to consider co-location by multiple users, including departments and agencies of the Town of Mashpee, and all users will be required to take any reasonable actions necessary to accommodate other users and to facilitate such co-location. Proposals should provide terms for the potential co-location of Town of Mashpee public service/safety cellular and/or wireless equipment for use by Mashpee Police, Fire, Public Works and Information Technology Departments.

The Town makes no representations of any kind with respect to the property, its adequacy to support the equipment or its appropriateness for the intended use. Proposers will be permitted to inspect Town records relating to the property and will have access to the property, by appointment only. Failure of the proposer to completely investigate the site and/or to be thoroughly familiar with the contract documents shall in no way relieve him or her from any obligation with respect to the proposal.

All successful proposers will be required to execute a lease similar to the lease which is attached hereto and incorporated herein.

Proposals shall include plans, photos and other documents to clearly outline the location, scope of installations and equipment, and appurtenant access and other requirements.

II. SCHEDULE

The following is the proposed timetable for the RFP process. This schedule reflects the best estimate of the Town as to the time required to meet the statutory provisions of Massachusetts General Law, Chapter 30B.

- Publication in the State Register: Wednesday, May 10, 2017
- Publication in Newspaper: Wednesday, May 10, 2017 and May 17, 2017
- Bid Specifications Available: Wednesday, May 10, 2017 after 9:30 AM
- Site Inspections: By Appointment
- Proposals due at the Office of the Town Manager: Friday, June 9, 2017 by 2:00 PM
- Selection of successful proposer(s): Monday, Monday, July 10, 2017
- Execution of Lease Agreement: Monday, July 10, 2017

III. INSTRUCTIONS

1. Proposal specifications and information are available at the office of the Town Manager, Mashpee Town Hall, 16 Great Neck Road North, Mashpee, MA 02649. Pursuant to M.G.L., c.30B, §16, proposals will be received at the same office until Friday, June 9, 2017 at 2:00 PM, at which time all proposals will be opened publicly; no proposals will be accepted after the time and date specified. Proposals will be submitted to: Office of the Town Manager, Mashpee Town Hall, 16 Great Neck Road North, Mashpee, MA 02649.
2. All proposals shall be marked as “**Town of Mashpee – Proposal – Lease for Installation of Equipment**”, which also shall be marked with the proposer’s name and address, and submit five (5) additional copies of this proposal by the date above. If sent by mail, the sealed proposal envelope shall be enclosed in another envelope.
3. The Town will not be responsible for the premature opening of any proposal not properly identified.

4. The Town reserves the exclusive right to reject any or all proposals.
5. Proposals, which are incomplete, not properly endorsed or signed, or which are otherwise contrary to these instructions may be rejected.
6. Pursuant to M.G.L. c.30B, the Town may waive "minor informalities" or allow the vendor to correct them. Other minor errors will be clarified in the spirit and letter of c.30B. Conditional proposals will not be considered as responsive pursuant to c.30B.
7. Purchases of goods and services by the Town are exempt from the payment of Federal excise taxes and Massachusetts sales tax, and any such taxes must be included in the price computations. The Town's exemption number is 046001213.
8. The successful contractor will not be permitted to assign or underlet the contract, nor assign either legally or equitably, any moneys hereunder, or its claim thereto, without previous written consent of the Town.
9. The proposal for work detailed in the proposal plan description must cover all contingencies, including permitting, labor, materials, transportation, and all other items necessary for delivery of the project.
10. Inquiries concerning any part of this proposal request shall be made in writing at least five (5) business days prior to the date the proposals are due. All questions will be answered in writing. If the Town issues any addenda to this proposal specification, each proposer shall acknowledge in its proposal the receipt of each addendum by number and date.
11. The successful proposer will be required to identify and hold harmless the Town of Mashpee, its officers and employees, for all damage to life and property that may occur due to his negligence or that his/her employees, subcontractors (if any), or any others under his/her control or influence relating to the project. Such indemnification shall be secured by liability and property damage insurance in amount of at least Two Million, Five Hundred Thousand Dollars (\$2,500,000.00), said policy(ies) to name the Town of Mashpee as an additional insured.
12. The successful proposer will be required to provide evidence of Worker's Compensation Coverage for all employees pursuant to the General Laws, if required.

IV. PLAN OF SERVICES

The Town intends to lease this property for the purpose of lessee's constructing, locating and operating telecommunications equipment; in addition, it intends to lease non-exclusive easements to said site for access and installation of utilities, as necessary. All proposers are required to submit, as part of their bid, a "Plan of Services" which will be incorporated into the

lease with the successful proposer, addressing all issues referred to in the RFP, including the following items:

1. Each proposer shall prepare and submit a plan on the proposed installation, including antenna size and configuration, and the size, shape, and proposed location of any ground level equipment.
2. Each proposer shall provide a description of the impact of that the installation will have on the general site proposed.
3. Each proposer shall provide terms for the potential co-location of Town of Mashpee public service/safety cellular and/or wireless equipment within the installation for use by Mashpee Police, Fire, Public Works and Information Technology Departments.
4. Each proposer shall provide a proposed timeline for accomplishing the "Plan of Services."
5. Proposals shall include plans, photos, and other documents to clearly outline the scope of installations and equipment.
6. Each proposer shall be required to enter into a lease agreement with the Town in a similar form as the lease incorporated herein and attached hereto.

V. PROPOSAL SUBMISSION REQUIREMENTS

Any proposer failing to provide all of the following submission requirements will not be considered "responsive" and will be rejected. The Town reserves the right to enter into a lease agreement based upon a proposal which meets the minimum criteria and offers the best price.

Proposals shall include the following:

1. Name of firm(s);
2. Address of firm(s);
3. Name, telephone number, and email address of contact person;
4. Name and address of all partners, officers, directors and other persons with an ownership interest greater than five percent (5%);
5. Names of any Town officials or employees who are related to any of the partners, officers, or directors of the firm or have any ownership interest in the firm;
6. A description of the general skills/expertise of the firm;

7. If a joint venture proposal, provide the above information for all parties to the joint venture and clearly describe the role of each party to the venture;
8. A list of all projects including name, location, date, name of owners, and name of owner's representative for which similar services were provided within the Commonwealth during the past year. Identify projects as completed or underway;
9. Other information which will document the firm's capabilities and qualifications for the project;
10. A base price expressed as an annual lease payment amount for the first year (base year of the lease).
11. The proposed term of the lease, with an applicable escalation adjustment.
12. Completion of all standard forms included in Appendix "A" of this RFP, including;
 - Disclosure Statement – Disposition of Real Property
 - Certificate of Non-Collusion
 - Certificate of Corporation and Tax Compliance Certification

VI. EVALUATION PROCESS

RULE FOR AWARD: The lease will be awarded to the responsive and responsible proposer offering the highest total lease price over the proposed lease term, who meets all other Plan of Service/ Proposal Submission Requirements.

The objective of the Town's criteria is to identify a reliable and experienced proposer capable of providing and supporting the services requested. The Town Manager and Board of Selectmen will review all proposals based on the criteria contained in the RFP and award the contract at their discretion. The Town reserves the right to reject any and all proposals, wholly or in part, and to accept the proposal deemed to serve the best interest of the Town.

1. **"Process"**: The Town will evaluate proposals submitted on the basis of the criteria set forth in this Requests for Proposals (RFP).
2. **"Submission Requirements"**: Proposers who fail to meet submission requirements, including satisfactory statement of a Plan of Services, will be rejected as non-responsive.
3. **"Minimum Criteria"**: Proposers who fail to meet one or more of the "Minimum Evaluation Criteria", below, will be rejected and disqualified from further consideration.

VII. MINIMUM EVALUATION CRITERIA

Any proposer failing to comply with any of the following criteria for responsibility will be rejected:

1. Experience: Proposers must show that they have experience developing/providing cellular/wireless telephone services on property leased from, or pursuant to other agreements with, Massachusetts municipalities. Proposers shall provide the names of five Massachusetts cities and/or towns to which the proposer has provided such services for a minimum of at least one year.
2. Schedule: Proposers shall be able to adhere to the schedule in the RFP.
3. Mandatory Requirements: Proposers shall be able to comply with all of the mandatory requirements as described in this RFP; including though not limited to the submission requirements detailed in this RFP.
4. Submission Requirements: Proposers must include all minimum submission requirements with their proposals or said proposals will be rejected.

VIII. PROVISIONS OF LEASE

1. Within thirty (30) days from the date of notice of acceptance of a proposal, or within such further time as the Board of Selectmen and successful proposer may agree, the successful proposer will be required to execute a lease for the Property substantially in accordance with the proposed form of Lease Agreement attached hereto as Exhibit A. The Lease Agreement will incorporate the financial terms of the proposal and such amendments to the Lease Agreement as are mutually acceptable based on the Proposer's exceptions to the form of lease submitted with its proposal.
2. The Proposer shall not be permitted to begin construction or installation of equipment before executing the Lease Agreement and obtaining all necessary permits and approvals required therefor.
3. The initial term of the Lease shall be five (5) years, commencing on the Effective Date of the Lease Agreement, with three successive options for renewal of five (5) years each.

EXHIBIT A

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below, is entered into by the TOWN OF MASHPEE, a Massachusetts municipal corporation, having a mailing address care of the _____ Town Manager, _____, _____, MA _____ (hereinafter referred to as "**Landlord**") and _____ (hereinafter referred to as "**Tenant**").

BACKGROUND

Landlord owns that certain plot, parcel or tract of land, identified as 101 Red Brook Road, Mashpee, MA (Mashpee Fire Station #2), together with all rights and privileges arising in connection therewith, shown on _____ Assessors' Map _____, in the County of Barnstable, Commonwealth of Massachusetts (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. LEASE OF PREMISES. Landlord hereby leases to Tenant:

(i) Approximately _____ **square feet** of existing rooftop /basement/ground space for the placement of Tenant's radio cabinets plus the airspace above such those spaces; and

(ii) space for any structural steel or other improvements to support Tenant's equipment (**collectively**, the "**Equipment Space**"); and

(iii) those certain areas where Tenant's conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Property (hereinafter collectively referred to as "**Connections**"). Landlord agrees that Tenant shall have the right to install Connections between Tenant's equipment in the Equipment Space and Antenna Space; and between Tenant's equipment in the Equipment Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Landlord further agrees that Tenant shall have the non-exclusive right for ingress and egress (**the "Access"**) to the Premises (as hereinafter defined), seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over such portion of the Premises as may be designated by the Landlord extending from the nearest public right-of-way to the Premises, together with the right to install, replace and maintain utility wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the aforementioned public right-of-way to the Premises. Notwithstanding the foregoing, Tenant, to the extent feasible, shall locate all wires, conduits and cables on existing poles extending from the roadway into Landlord's Property. The Equipment Space, Antenna Space, Connections, Access, and Right-of-Way are hereinafter collectively referred to as the "**Premises.**"

2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, I beams, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sub-licensees, the right to use such portions of Landlord's contiguous, adjoining or surrounding property as described on **Exhibit "1"** hereto (the "**Surrounding Property**"), as may reasonably be required during construction and installation of the Communications Facility. 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 Property improvements, alterations, upgrades or additions appropriate for Tenant's use ("**Tenant Changes**"). Tenant Changes include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order 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. In the event Tenant desires to modify or upgrade the Communication Facility, and Tenant requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by a reasonable amount consistent with rental rates then charged for comparable portions of real property being in the same area. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

3. **TERM.**

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the Effective Date, defined as (i) the latter of the signature dates below or (ii) the last day of the Term of the Tenant's existing lease (if any) of the Premises, whichever is later. The Initial Term will terminate on the fifth (5th) annual anniversary of the Effective Date.

(b) This Agreement will automatically renew for three (3) additional five (5) year term(s) (each five (5) year term shall be defined as the "**Extension Term**"), 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 sixty (60) days prior to the expiration of the existing Term.

(c) If, at least sixty (60) days prior to the end of the third (3rd) extended term, either Landlord or Tenant has not given the other written notice of its desire that the term of this Agreement end

at the expiration of the third (3rd) extended term, then upon the expiration of the third (3rd) extended term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such annual term. Monthly rental during such annual terms shall be equal to the rent paid for the last month of the third (3rd) extended term. If Tenant remains in possession of the Premises after the termination of this Agreement then Tenant will be deemed to be occupying the Premises on a month to month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, the Extension Term and the Holdover Term are collectively referred to as the Term ("**Term**").

4. RENT.

(a) Commencing on the first day of the month following the date that Tenant commences construction but in no event prior to the last day of the Term of the Tenant's existing lease (if any) of the Premises (the "**Rent Commencement Date**"), Tenant will pay the Landlord a monthly rental payment of _____ and No/100 Dollars (\$ _____) ("**Rent**"), at the address set forth above, on or before the fifth (5th) day of each calendar month in advance. In partial months occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date.

(b) There shall be an escalator applied to the first year's rent payment, as follows:

(c) In year one (1) of each Extension Term, the monthly Rent will increase by _____ percent (___ %) over the Rent paid during the last year of the previous Term.

(d) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by Landlord. The provisions of the foregoing sentence shall survive the termination or expiration of this Agreement.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate 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, the "**Government Approvals**"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(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 Tenant's choice. In the event Tenant determines, in its sole discretion, due to the title report results or survey

results, that the condition of the Premises is unsatisfactory, Tenant will have the right to terminate this Agreement upon notice to Landlord.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports 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 Government Approvals.

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 to Landlord, if Tenant is unable to obtain, or maintain, any 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 or hereafter intended by Tenant; or if Tenant determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant upon written notice to Landlord for any reason, at any time prior to commencement of construction by Tenant; or

(d) by Tenant upon sixty (60) days prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months Rent, at the then current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of Paragraphs 5(b), 6(a) 6(b), 6(c), 8, 11(d), 18, 19 or 23(j) of this Agreement.

7. **INSURANCE.** Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of Two Million Five Hundred Thousand Dollars \$2,500,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law. The coverage afforded by Tenant's commercial general liability insurance shall apply to Landlord as an additional insured, but only with respect to Landlord's liability arising out of its interest in the Property.

8. **INTERFERENCE.**

(a) Where there are existing radio frequency user(s) on the Property, the Landlord will provide Tenant with a list of all existing radio frequency user(s) 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 Property so disclosed by Landlord, as long as the existing radio frequency user(s) operate and continue to operate within their respective 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 the use of the Property, if such use may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(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 Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference 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 this Agreement upon notice to Landlord.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord or its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) Notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages.

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 and solely owns the structure; (ii) the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) 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; (iv) Landlord's 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 (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants that the Property is free of hazardous substances as of the date of this Agreement, and, to the best of Landlord's knowledge, the Property has never been subject

to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. 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 other 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) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party 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) the indemnifying party'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 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, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property and activities conducted by the party thereon, unless the environmental conditions are caused by the other party.

(c) The indemnifications of this Paragraph 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Paragraph 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of government action, intervention or third-party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon notice to Landlord.

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 (24) hour per day, seven (7) day per week pedestrian and vehicular access to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. Landlord grants to Tenant an easement for such access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. In the event any public utility is unable to use the access or easement provided to Tenant then the Landlord agrees to grant additional access or an easement either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.

13. REMOVAL/RESTORATION. 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 of Tenant's above-ground improvements and Tenant will, to the extent reasonable, restore the Premises to its

condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Property any structural steel or any foundations or underground utilities.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and any access granted hereby thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to sub-meter from the Landlord. When sub-metering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within thirty days of receipt of the usage data and required forms. Failure by Landlord to perform this function will limit utility fee recovery by Landlord to a 12-month period. If Tenant sub-meters electricity from Landlord, Landlord agrees to give Tenant at least 24 hours advanced notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hour per day, seven (7) day per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, the Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will fully 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. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(c) Tenant will reasonably cooperate with the Landlord as needed during the Landlord's future maintenance of the _____, including (if unavoidable after the Landlord's use of best efforts) temporarily removing and replacing its antennas and equipment from the _____ provided that (a) the Landlord shall provide six months advance written notice of any such maintenance of the _____ which will require temporarily removing the antennas and equipment from the _____, (b) the Tenant will be entitled to an abatement of rent under the Lease during any such period in which its antennas and equipment are temporarily removed from the _____ and for the reasonable costs of their removal from and replacement on the _____, and (c) the Landlord shall consent to and support the issuance of all necessary permits for the placement on the Property, at no extra cost to the Tenant, of a temporary "cell-on-wheels" or similar system to enable the Tenant to maintain uninterrupted wireless coverage during such maintenance period.

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 from Landlord of such failure to pay; 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: (i) failure to provide access to the Premises or to cure an interference problem within twenty-four (24) hours after receipt of written notice of such default; or (ii) Landlord's failure to perform any term, condition or breach of any warranty or covenant 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, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant.

16. **ASSIGNMENT/SUBLEASE.** Tenant shall not have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's express written consent.

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 nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant:

With a required copy to:

If to Landlord: _____, Town Manager

_____, MA

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord will send the below documents to Tenant. In the event Tenant does not receive such appropriate documents, Tenant shall not be responsible for any failure to pay the current landlord.

- a. Old deed to Property
- b. New deed to Property
- c. Bill of Sale or Transfer
- d. Copy of current Tax Bill

- e. New W-9
- f. New Payment Direction Form
- g. Full contact information for new Landlord including all phone numbers

18. **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 each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant will not diminish Landlord's recovery. Tenant will be entitled to reimbursement for any prepaid Rent on a pro rata basis.

19. **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 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 on a pro rata basis. If notice of termination is given, or if Landlord or Tenant undertake to rebuild the Communications Facility, Landlord agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until such time as Tenant is able to activate a replacement transmission facility at another location or the reconstruction of the Communication Facility is completed.

20. **WAIVER OF LANDLORD'S LIENS.** Landlord 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 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.

21. **TAXES.** Landlord shall be responsible for payment of all ad valorem taxes levied upon the lands, improvements and other property of Landlord. Tenant shall be responsible for all taxes levied upon Tenant's leasehold improvements (including Tenant's equipment building and tower) on the Premises. Landlord shall provide Tenant with copies of all assessment notices on or including the Premises immediately upon receipt, but in no event later than thirty (30) days after receipt by Landlord. If Landlord fails to provide such notice within such time frame, Landlord shall be responsible for all increases in taxes for the year covered by the assessment. Tenant shall have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against the Premises by such appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefore. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant.

22. SALE OF PROPERTY/RIGHT OF FIRST REFUSAL.

(a) If Landlord, at any time during the Term of this Agreement, decides to sell, subdivide or rezone any of the Premises, all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such sale, subdivision or rezoning shall be subject to this Agreement and Tenant's rights hereunder. Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion, any such testing to be at the expense of Landlord or Landlord's prospective purchaser, and not Tenant. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment. Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property for non-wireless communication use. In the event the Property is transferred, the new landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in Rent to the new landlord. The provisions of this Paragraph 22 shall in no way limit or impair the obligations of Landlord under Paragraph 8 above.

(b) If at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking an assignment of the rental stream associated with this Agreement ("**Purchase Offer**"), Landlord shall immediately furnish Tenant with a copy of the Purchase Offer, together with a representation that the Purchaser Offer is valid, genuine and true in all respects. Tenant shall have the right within thirty (30) days after it receives such copy and representation to match the Purchase Offer and agree in writing to match the terms of the Purchase Offer. Such writing shall be in the form of a contract substantially similar to the Purchase Offer. If Tenant chooses not to exercise this right of first refusal or fails to provide written notice to Landlord within the thirty (30) day period, Landlord may assign the rental stream pursuant to the Purchase Offer, subject to the terms of this Agreement (including without limitation the terms of this Paragraph 22), to the person or entity that made the Purchase Offer provided that (i) the assignment is on the same terms contained in the Purchase Offer and (ii) the assignment occurs within ninety (90) days of Tenant's receipt of a copy of the Purchase Offer. If such third party modifies the Purchase Offer or the assignment does not occur within such ninety (90) day period, Landlord shall re-offer to Tenant, pursuant to the procedure set forth in this Subparagraph 22(b), the assignment on the terms set forth in the Purchase Offer, as amended. The right of first refusal hereunder shall (i) survive any transfer of all or any part of the Property or assignment of all or any part of the Agreement; (ii) bind and inure to the benefit of, Landlord and Tenant and their respective heirs, successors and assigns; (iii) run with the land; and (iv) terminate upon the expiration or earlier termination or this Agreement.

23. 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) **Memorandum/Short Form Lease.** Either party will, at any time upon fifteen (15) business days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease. Either party may record this Memorandum or Short Form of Lease 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 bind 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 with respect to the subject matter of this Agreement.

(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 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 and (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement.

(g) **Estoppel.** Either party will, at any time upon twenty (20) business 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 encumbrance of the Premises. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by 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) **W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant.

(i) **No Electronic Signatures/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

(j) **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) business days prior written notice to the other party hereto.

(k) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered on and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. It being understood that all parties need not sign the same counterpart.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

WITNESSES:

"LANDLORD"

TOWN OF MASHPEE

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

Its: Chairman of the Board of Selectmen

Date: _____

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

Its: Member of the Board of Selectmen

Date: _____

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

Its: Member of the Board of Selectmen

Date: _____

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

Its: Member of the Board of Selectmen

Date: _____

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

Its: Member of the Board of Selectmen

Date: _____

"TENANT"

Print Name: _____

By: _____

Its: _____

Print Name: _____

By: _____

Print Name: _____

Its: _____

Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

COMMONWEALTH/ STATE OF _____

COUNTY OF _____

On the ____ day of _____, 201_, before me personally appeared _____, proved to me through satisfactory evidence of identification, which was: examination of _____, to be the person whose name is signed on the preceding document, and acknowledged under oath that he is the _____ of _____, the _____ named in the attached instrument, and as such was authorized to execute this instrument on behalf of the _____.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF BARNSTABLE

On this ____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared each of the foregoing named members of the Board of Selectmen of the Town of _____, proved to me through satisfactory evidence of identification, which was: examination of _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as the foregoing duly authorized members of the Board of Selectmen of the Town of _____, a municipal corporation.

Notary Public: _____
(Official signature & seal of notary)
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

Page ___ of ___

to the Agreement dated _____, 201__, by and between _____, a _____, as Landlord, and _____, a _____, as Tenant.

The Premises are described and/or depicted as follows:

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 201__, by and between the TOWN OF MASHPEE, a Massachusetts municipal corporation, having a mailing address care of the Town Manager, 16 Great Neck Rd. North, Mashpee, MA 02649 (hereinafter referred to as "**Landlord**") and _____, a _____, having a mailing address of _____ (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Lease Agreement ("**Agreement**") on the ____ day of _____, 201__, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be five (5) years ("**Initial Term**") commencing on the Effective Date of the Agreement, with two (3) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

WITNESSES:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

"LANDLORD"

TOWN OF MASHPEE

By: _____

Print Name: _____

Its: Chairman of the Board of Selectmen

Date: _____

By: _____

Print Name: _____

Its: Member of the Board of Selectmen

Date: _____

Print Name: _____

By: _____

Print Name: _____

Its: Member of the Board of Selectmen

Date: _____

Print Name: _____

By: _____

Print Name: _____

Its: Member of the Board of Selectmen

Date: _____

Print Name: _____

Print Name: _____

By: _____

Print Name: _____

Its: Member of the Board of Selectmen

Date: _____

Print Name: _____

Print Name: _____

By: _____

Its: _____

Print Name: _____

By: _____

Print Name: _____

Its: _____

Date: _____

"TENANT"

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

COMMONWEALTH/ STATE OF _____

COUNTY OF _____

On the ____ day of _____, 20____, before me personally appeared _____, proved to me through satisfactory evidence of identification, which was: examination of _____, to be the person whose name is signed on the preceding document,, and acknowledged under oath that he is the _____ of _____, the _____ named in the attached instrument, and as such was authorized to execute this instrument on behalf of the _____.

Notary Public: _____

My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF BARNSTABLE

On this ____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared each of the foregoing named members of the Board of Selectmen of the Town of _____, proved to me through satisfactory evidence of identification, which was: examination of _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as the foregoing duly authorized members of the Board of Selectmen of the Town of _____, a municipal corporation.

Notary Public: _____

(Official signature & seal of notary)

My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

Page ___ of ___

to the Agreement dated _____, 201__, by and between _____, a _____, as Landlord, and _____, a _____, as Tenant.

The Premises are described and/or depicted as follows:

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

APPENDIX "A" – STANDARD FORMS

CERTIFICATE OF CORPORATION

The following information is furnished by the proposer for the information of the awarding authority.

IF A CORPORATION

State in which incorporated -

President –

Treasurer –

Secretary –

If a foreign (of the State) corporation are you registered to do business in Massachusetts? Yes_ No_

If you are selected for this work, you are required under M.G.L. c.38D, to obtain from the Secretary of State, Foreign Corp. Section, State House, Boston, MA, a certificate stating that your corporation is registered; and furnish said certificate to the awarding authority prior to award.

NOT A CORPORATION

If a Partnership:

Name	Address	Town	State
_____	_____	_____	_____
_____	_____	_____	_____

If an Individual:

Name	Address	Town	State
_____	_____	_____	_____
_____	_____	_____	_____

If an Individual doing business under a firm name:

Name of individual	Address	Town	State
_____	_____	_____	_____
_____	_____	_____	_____

ATTESTATION CLAUSE

Pursuant to M.G.L. c.62, s.49A, I certify under penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required by law.

Social Security Number or
Federal Identification Number

By: Corporate Officer

CERTIFICATE OF NON-COLLUSION

The undersigned certified under penalties of perjury that this bid, or proposal, has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the work "person" shall mean any natural person, business, partnership and corporation, union, committee, or other organization, entity or group of individuals.

By: Corporate Officer & Title (if applicable)

DISCLOSURE STATEMENT
ACQUISITION OR DISPOSITION OF REAL PROPERTY

For acquisition or disposition of Real Property by _____ the undersigned does hereby state, for the purposes of disclosure pursuant to Massachusetts General Laws, Chapter 7C, Section 38, of a transaction relating to real property as follows:

(1) REAL PROPERTY DESCRIPTION:

(2) TYPE OF TRANSACTION:

(3) SELLOR or LESSOR: TOWN OF MASHPEE

(4) BUYER or LESSEE:

(5) Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above:

NAME:

RESIDENCE:

(6) None of the above mentioned persons is an employee of the Division of Capital Asset Management or an official elected to public office in the Commonwealth except as listed below.

(7) This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named above. If this form is signed on behalf of a corporation or other legal entity, it must be signed by a duly authorized officer of that corporation or legal entity. The undersigned acknowledges that any changes or additions to items 3 and or 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Asset Management and Maintenance within thirty (30) days following the change or addition.

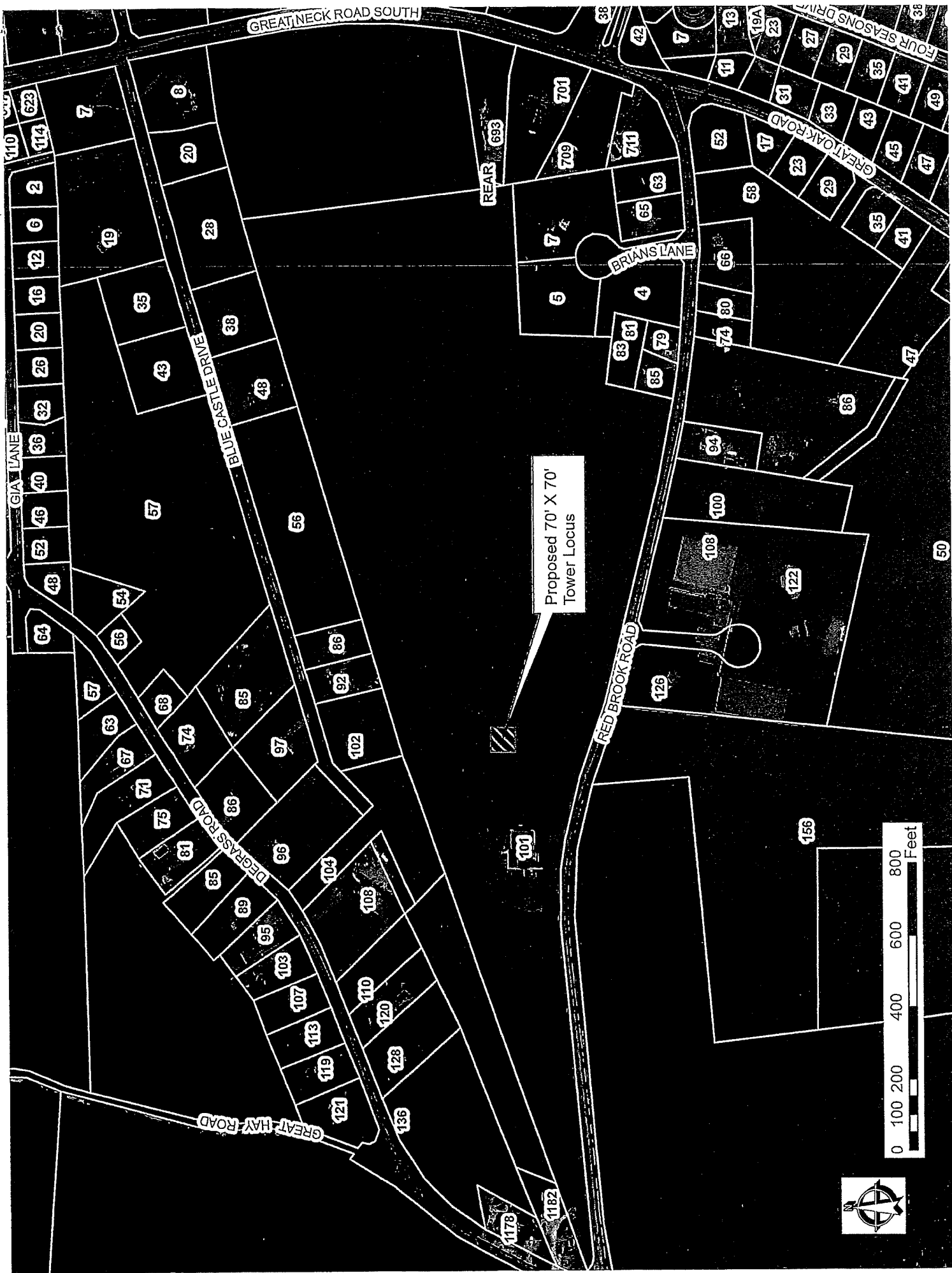
The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature:

Printed Name:

Title:

Date:



GREAT NECK ROAD SOUTH

FOUR SEASONS DRIVE

GIA LANE

BLUE CASTLE DRIVE

GREAT HAY ROAD

DEGRASS ROAD

RED BROOK ROAD

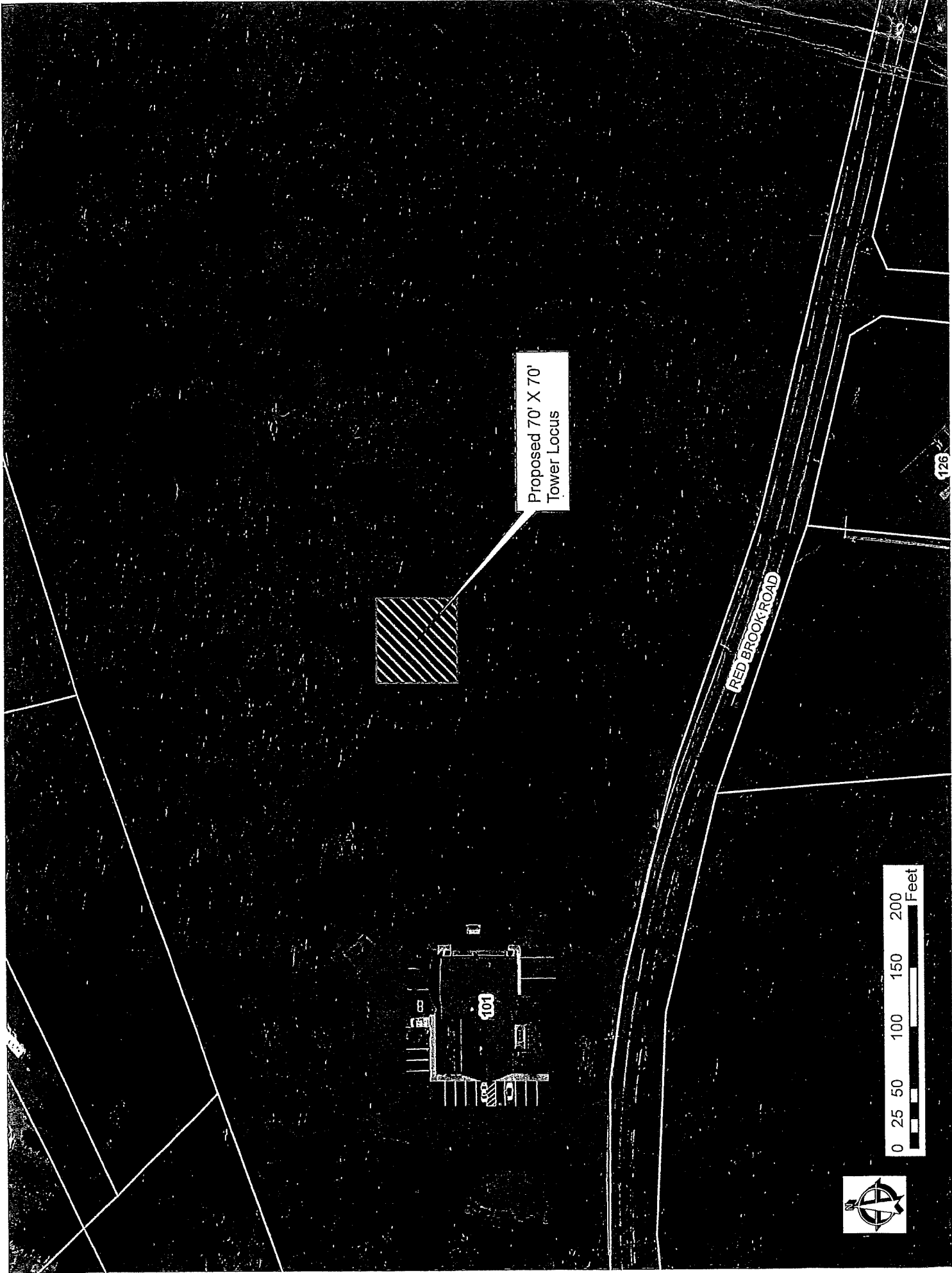
GREAT OAK ROAD

REAR 693

BRYANS LANE

Proposed 70' X 70'
Tower Locus





Proposed 70' X 70'
Tower Locus

RED BROOK ROAD

126

