

Brian Ross

From: Brian Ross
Sent: Thursday, May 10, 2018 12:43 PM
To: 'townmanager@rangeleyme.org'; 'Fire Chief'
Cc: 'Foxworth, Robert'
Subject: RE: Rangeley DT ME - Verizon Wireless
Attachments: Rangeley DT ME - NoL - unexecuted.pdf

John and Tim,

I will be mailing you a hard copy of the Notice of Communications Tower Lease Agreement to execute and send back to me in the self-addressed envelope included. Please let me know if you have any questions.

Thank you
Brian

From: Brian Ross
Sent: Tuesday, May 08, 2018 2:07 PM
To: townmanager@rangeleyme.org
Cc: Fire Chief <firechief@rangeleyme.org>; Foxworth, Robert <Robert.Foxworth@MCLANE.com>
Subject: Rangeley DT ME - Verizon Wireless

Hi John,

I understand that you are currently the interim town manager for Rangeley. I am reaching out to you regarding the agreement between Verizon Wireless and the Town. As we near construction we would like to get all our documents in order. Verizon Wireless requires a W-9 in order to pay the Town when rent commences. Could you please send a pdf of the Town's W-9 to Bob Foxworth, cc'd on this email? Please let me know if you have any questions. I look forward to working with you.

Thanks
Brian

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After Recording. Return to:
RFF, #108433
McLane Middleton, P.A.
300 TradeCenter, Suite 7000
Woburn, MA 01801

NOTICE OF COMMUNICATIONS TOWER LEASE AGREEMENT

Notice of the following Communications Tower Lease Agreement is hereby given in accordance with the provisions of the Maine Revised Statutes, Title 33, Chapter 7, Section 201:

LICENSOR: **The Inhabitants of the Town of Rangeley, with a place of business at 15 School Street, Rangeley, Maine 04970**

LICENSEE: **Bell Atlantic Mobile Systems of Allentown, Inc. d/b/a Verizon Wireless, a Delaware general partnership, with a place of business at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920**

DATE OF EXECUTION: 5/16/, 2018

DESCRIPTION: The Leased Premises is the premises situated at 15 School Street, Town of Rangeley, County of Franklin, State of Maine, as shown on the Tax Map of the Town of Rangeley as Map No. 36, Lot 25, and is further described in the Franklin County Registry of Deeds at Book 319, Page 420 (the "Property"); together with a parcel of land on the Property (the "Land Space") for the installation of LESSEE's equipment building and space on the tower (the "Tower Space"); together with the non-exclusive right (the "Right of Way") for ingress and egress, seven (7) days a week, twenty four (24) hours a day, on foot or motor vehicle, including trucks.

**DATE OF
COMMENCEMENT
OF TERM:**

The lease term shall commence based upon the first day of the month following the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits, for LESSEE's equipment cabinets, antennas and accessory equipment.

TERM: Five (5) years

RIGHTS OF EXTENSION
OR RENEWAL:

Two (2) renewal terms for five (5) years each at the option of
LESSEE, plus two (2) renewal terms for five (5) years each at
the option of either party.

RIGHT OF FIRST REFUSAL: Right of First Refusal contained in Section 18 of the
Communications Tower Lease Agreement.

(Signature Page Follows)

EXECUTED as an instrument under seal effective as of the 16th day of MAY, 2018.

LICENSOR:

THE INHABITANTS OF THE TOWN OF
RANGELEY

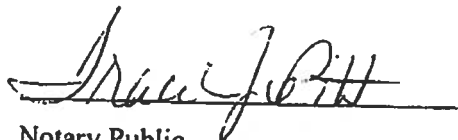
By:


Name: John E. Madison, Jr.
Title: INTERIM TOWN MANAGER

Date: 5/16/18

STATE OF MAINE
COUNTY OF FRANKLIN

On this 16th day of MAY, 2018, before me, the undersigned Notary Public, personally appeared John Madison, Jr. (name of document signer), proved to me through satisfactory evidence of identification, which were ME LICENSE, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose, as Town Manager for the Town of Rangeley, before me.



Notary Public

Print Name: TRACI J. PITT

My Commission Expires: 5/22/22

LICENSEE:

**BELL ATLANTIC MOBILE SYSTEMS OF
ALLENTOWN, INC. d/b/a Verizon Wireless**

By:

Name: Andrew Allen

Title: Director of Network Field Engineering

Dated:

**COMMONWEALTH OF MASSACHUSETTS
COUNTY OF WORCESTER**

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared Andrew Allen, as Director Network Field Engineering, Bell Atlantic Mobile Systems of Allentown, Inc. d/b/a Verizon Wireless, provided to me through satisfactory evidence of identification, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires:

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Town of Rangeley

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) ►

Municipality

5 Address (number, street, and apt. or suite no.) See instructions.

15 School Street

6 City, state, and ZIP code

Rangeley, ME 04970

7 List account number(s) here (optional)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

0	1	-	6	0	0	0	3	4	1
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Rickie Carrachal

Date ► *5/16/18*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

COMMUNICATIONS TOWER LEASE AGREEMENT

This Agreement, effective as of the later of the dates on which it is signed below (the "Effective Date"), is made by and between **The Inhabitants of the Town of Rangeley**, a body corporate and politic, located at Rangeley, in the County of Franklin, and State of Maine, whose mailing address is 15 School Street, Rangeley, Maine 04970, hereinafter designated LESSOR, and **Bell Atlantic Mobile Systems of Allentown, Inc. d/b/a Verizon Wireless**, a Delaware general partnership with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as a "Party". The Parties make this Agreement with reference to the following facts, which are incorporated herein and made a part hereof by reference:

A. LESSOR is the owner of a fire and public safety complex on a certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the "Property"), located at 15 School Street, Rangeley, Franklin County, Maine. The Property is more particularly described in the legal description attached to this Agreement as Exhibit A. LESSOR requires a new telecommunications tower at the Property in order to conduct fire and other public safety operations and business.

B. LESSEE is a wireless telecommunications carrier that desires to expand and strengthen its coverage and service in the vicinity of the Property.

C. LESSOR and LESSEE have agreed that it would further their respective interests if LESSOR were to permit LESSEE to (i) arrange and initially pay to construct and install a 60' communications tower (the "Tower") to be owned by LESSOR, and (ii) lease space on and adjacent to the Tower for LESSEE's own wireless communications facility, all in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the Parties, intending to be legally bound hereby, agree as follows:

A. Construction Phase

The Parties intend for this Agreement to cover both the short term period of LESSEE's construction of the Tower as well as the long term period during which LESSEE will lease a portion of the Tower, and related rights required for LESSEE's wireless communications facility. For ease of reference and the convenience of the Parties, the Agreement is divided into two parts: the Construction Phase and the Operational Phase. The Construction Phase shall begin as soon as practicable after the Effective Date of this Agreement and the Operational Phase will begin on the Commencement Date (as defined in Paragraph 3.a. of the Operational Phase portion of this Agreement). During the Construction Phase, the Parties undertake as follows:

1. Design and Engineering. LESSEE shall commission and arrange for the design, engineering, construction, and installation of the Tower, by its approved vendors.
2. Location. The Tower shall be erected on that area of the Property described or depicted on Exhibit B attached to this Agreement.
3. Approvals. LESSEE shall be responsible for obtaining local government approvals and permits, if any are required. LESSOR shall cooperate with LESSEE as reasonably requested to obtain any approvals and permits required in connection with the Tower.
4. Selection and Use of Third Party Contractors. LESSEE's construction manager shall coordinate activities related to the design, engineering, installation, and construction of the Tower. Where commercially appropriate (as determined by LESSEE), or required by law (as advised by LESSOR), LESSEE, shall utilize a competitive bidding process to select contractors, agents, vendors, or other third parties to complete the project. Since LESSOR is the owner of the Property and will be the owner of the Tower, LESSEE will, to the greatest extent practicable, arrange for all third-party work product – including engineering drawings, plans, specifications, warranties, and the like – to run directly in favor of LESSOR.
5. Diligence Required; Timeframe. The Construction Phase shall be considered completed upon the Commencement Date of the Lease Term (defined below in the Operational Phase section of this Agreement.) During the Construction Phase, LESSEE shall diligently undertake and pursue the tasks assigned to it with regard to the design, engineering, construction, and installation of the Tower so that the Tower is completed and ready for installation of communications equipment and related appurtenances as expeditiously as possible.
6. Ownership. At all times and for all purposes the Tower, and all related materials - including, but not limited to, surveys, plans, engineering specifications, drawings, warranties, and the like - shall be the property of LESSOR and not of LESSEE. LESSEE shall prepare and deliver to LESSOR any and all documents of transfer, title, or the like, as may be required or convenient to document and evidence the forgoing. Subject to the terms and conditions of Paragraph 9 of the Construction Phase, below, any lessee of the Tower or the Property shall be a tenant of LESSOR and any rent or payments from such lessees shall be fully payable to LESSOR, rather than LESSEE.
7. Transfer of Town Equipment. Following construction of the Tower, LESSEE shall arrange for the installation of LESSOR's equipment on the Tower. In coordination with LESSOR, LESSEE shall arrange a cutover of LESSOR's equipment from LESSOR's existing building to the Tower. LESSOR must have its equipment available for cutover and installation at the same time the LESSEE is installing its equipment on the tower.
8. Financing for Tower. LESSEE shall pay for all costs and expenses associated with the design, engineering, permitting, construction, and installation of the Tower, including the compound surrounding the Tower, the cutover of LESSOR's equipment from the existing tower to the Tower; removal of the existing tower, related site work, foundation design and

installation, utilities to the compound, the security fence surrounding the compound and all ancillary and related work (collectively, the "Project Costs").

9. Additional Participants. LESSOR agrees that it shall not enter into any lease or other agreement that permits any person or entity to place its property on the Tower or use the Tower for any business purpose (any such person or entity is referred to as an "Additional Party") unless such Additional Party has first entered into an agreement with LESSEE under which the Additional Party agrees to share in the Project Costs on an equal basis. Any Additional Party shall share in the Project Costs on a per capita basis with LESSEE and any other Additional Party that has already agreed to be bound by the provisions of this Agreement. For the avoidance of doubt, the first Additional Party shall reimburse LESSEE for one-half (1/2) of the Project Costs, so that LESSEE and the Additional Party shall each have paid one-half (1/2) of the Project Costs. A second Additional Party shall pay LESSEE, and the first Additional Party one-third (1/3) of the Project Costs, so that LESSEE, and the two Additional Parties shall each have paid one-third (1/3) of the Project Costs, and so on.

10. Transition to Operational Phase. As soon as practicable after completion of the Tower, the compound surrounding the Tower, including the availability of utilities within the compound, and the cutover of LESSOR's equipment and removal of existing tower, LESSEE shall submit its application for all necessary Governmental Approvals (as defined herein) for the Tower and LESSEE's equipment cabinets, antennas and accessory equipment. The first day of the month following the issuance of the building permit to LESSEE for the Tower and LESSEE's equipment cabinets, antennas and accessory equipment shall trigger the Commencement Date of the Lease (by the mechanism described in Paragraph 3 below), and the Commencement Date shall mark both the end of the Construction Phase and the beginning of the Operational Phase, at which time the following provisions shall apply:

B. Operational Phase

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain space (the "Tower Space") on the LESSOR's Tower located at 15 School Street, Town of Rangeley, Franklin County, State of Maine, as shown on the Tax Maps of the Town of Rangeley as Map 36, Lot 25, and being further described in the deed(s) recorded in the Franklin County Registry of Deeds at Book 319, Page 420 (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a parcel of land (the "Land Space") sufficient for the installation of LESSEE's equipment building; together with the non-exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a fifteen foot (15') wide right-of-way extending from the nearest public right-of-way to the Land Space; and together with any further rights of way (the "Further Rights of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Right of Way and Further Rights of Way, if any, are substantially described in Exhibit B, attached hereto and made a part hereof and are collectively referred to hereinafter as the "Premises".

In the event any public utility or similar service provider is unable to use the Right of Way or Further Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way(s) either to the LESSEE or to the public utility or service provider at no cost to the LESSEE, provided that the location of an additional right-of-way on the Property is deemed feasible by LESSOR.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas, and appurtenances on LESSOR's Tower as described in Exhibit B attached hereto. LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit C which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit B. Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial lease term shall be for five (5) years and shall commence based upon the first day of the month following the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits, for LESSEE's equipment cabinets, antennas and accessory equipment (the "Commencement Date").

b. LESSEE and LESSOR agree that the financing for tower construction described in Paragraph 8 of the Construction Phase of this Agreement, above, is intended to provide for LESSEE to finance construction of a tower approximately sixty (60) feet in nominal overall height. The parties further agree that (i) the actual height of the tower to be constructed is eighty (80) feet, (ii) all terms and conditions of the Construction Phase, including but not limited to financing for tower, shall apply to construction of the 80 foot Tower, except that LESSEE shall receive a rental abatement during the Operation Phase to compensate LESSEE for additional construction costs associated with extending the tower height from sixty (60) feet to eighty (80). The rental abatement shall occur as follows: The LESSEE shall not be required to pay any annual rent for the first year of the Term. For the avoidance of doubt, the parties hereby agree that the Commencement Date shall be based on delivery of a building permit as described in Paragraph 3.a immediately above, but LESSEE shall receive free rent as described above and shall be obligated to deliver LESSEE's first rental payments as of the second (2nd) anniversary of the Commencement Date (the "Rent Commencement Date"). The annual rent effective as of the Rent Commencement Date shall be Twenty Thousand Eight Hundred Eight Dollars (\$20,808.00), to be paid in equal monthly installments of One Thousand Seven Hundred Thirty-Four Dollars (\$1,734.00) on the first day of the month, in advance, to LESSOR or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment shall not be delivered by LESSEE until sixty (60) days after the Rent Commencement Date. This figure

represents an initial total annual rental of Twenty Thousand Four Hundred and 00/100 Dollars (\$20,400.00) which would have been effective during the first year of the Agreement absent the Rent Abatement, escalated by two percent (2%) annually as described in Paragraph 5 below.

c. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

d. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 25. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

e. Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

4. EXTENSIONS. This Agreement shall automatically be extended for two (2) additional five (5) year terms (the "Initial Extension Terms") unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. Unless earlier terminated as described immediately above, at the expiration of the second Initial Extension Term, this Agreement shall automatically be extended for two (2) additional five (5) year terms unless either Party terminates it at the end of the then current term by giving the other Party written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. During the initial term and all subsequent extensions under Paragraph 4 above, or Paragraph 6 below, the annual rental will increase on each yearly anniversary of the Commencement Date in an amount equal to two percent (2.0%) of the previous year's annual rent.

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms, and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSEE shall be responsible for the payment of any taxes, levies, assessments, and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment.

8. USE: GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing, and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas, and conduits of LESSEE shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add, or otherwise modify its utilities, equipment, antennas and/or conduits, or any portion thereof, and the frequencies over which the equipment operates, whether the equipment, antennas, conduits, or frequencies are specified or not on any exhibit attached hereto, with no increase in rent, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as

well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties, and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR. If LESSEE terminates this Agreement before full reimbursement of the Project Costs, it shall forfeit its right to recover the balance of the Project Costs remaining unreimbursed as of that time.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors, or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. Nothing herein shall, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the Town or their respective officers, agents and employees, under the Maine Tort Claims Act or any other privileges and/or immunities provided by law.

10. INSURANCE. The Parties agree that at their own cost and expense, each will maintain commercial general liability insurance with limits of \$2,000,000 for bodily injury (including death) and \$2,000,000 for property damage each occurrence, except that LESSOR's insurance may contain lesser limits to the extent protection from liability is provided by the Maine Tort Claims Act. The LESSOR shall include LESSEE as additional insured. The Parties agree to include the other Party as an additional insured. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or the Property, resulting from any fire, or other casualty which is insurable under "Causes of Loss - Special Form" property damage insurance or for the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, even if any such fire or other casualty shall have been caused by the fault or negligence of the other Party. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of

insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 31, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Intentionally Deleted.

13. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining its equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees, or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.

14. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 35 below). The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking, and painting of towers. If the LESSOR fails to make such repairs, including maintenance, the LESSEE may make the repairs and the costs thereof shall be payable to the LESSEE by the LESSOR on demand together with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. If the LESSOR does not make payment to the LESSEE within ten (10) days after such demand, the LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the LESSEE to the LESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Throughout the Term, LESSOR shall supply to LESSEE copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same.

Upon request of the LESSOR, and at the cost and expense of solely LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, repair or similar work at the Property or on the Tower provided:

- a. The Temporary Relocation is similar to LESSEE's existing location in size

and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;

- b. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate;
- c. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- d. Upon the completion of any maintenance, repair, or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSOR.

15. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

16. REMOVAL AT END OF TERM. LESSEE shall, within ninety (90) days after expiration of the Term, remove its building(s), antenna(s), equipment, conduits, fixtures, and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures, and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna(s), fixtures and all personal property are completed.

17. **HOLDOVER.** LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

18. **RIGHT OF FIRST REFUSAL.** If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Premises or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Premises and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within thirty (30) days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third party offer within thirty (30) days after receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises and the purchase price shall be pro-rated on a square footage basis. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale for which LESSEE has any right of first refusal.

19. **RIGHTS UPON SALE.** Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the

Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

20. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

21. TITLE. LESSOR represents and warrants to LESSEE as of the Effective Date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

22. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

23. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the Laws of the State of Maine.

24. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No

change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

25. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Town of Rangeley
15 School Street
Rangeley, Maine 04970
Attention: Town Administrator and Fire Chief

LESSEE: Bell Atlantic Mobile Systems of Allentown, Inc.
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

26. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

27. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement

must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

28. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

29. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) business days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of

LESSOR's obligation is such that more than five (5) business days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) business day period and thereafter diligently pursued to completion.

30. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located. If either Party so performs any of the other Party's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by the performing Party shall immediately be owing by the other party, and shall be paid upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if the other Party does not pay the performing Party the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due, said amount due may be offset against or added to all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to the performing Party.

31. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of LESSOR's property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

32. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to

disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

33. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

34. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

35. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

36. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

37. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

38. MOST FAVORED LESSEE. LESSOR represents and warrants that the rent, benefits and terms and conditions granted to LESSEE by LESSOR hereunder are now and shall be, during the Term, no less favorable than the rent, benefits and terms and conditions for substantially the same or similar tenancies or licenses granted by LESSOR to other parties. If at any time during the Term LESSOR shall offer more favorable rent, benefits or terms and conditions for substantially the same or similar tenancies or licenses as those granted hereunder, then LESSOR shall, within 30 days after the effective date of such offering, notify LESSEE of such fact and offer LESSEE the more favorable offering. If LESSEE chooses, the parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent, benefits or terms and conditions to LESSEE. LESSEE shall have the right to decline to accept the offering. LESSOR's compliance with this requirement shall be subject, at LESSEE's option, to independent verification.

(Signature page follows)

IN WITNESS WHEREOF, the Parties hereto have signed below on the dates indicated, to be effective as set forth in the opening paragraph of this Agreement.

LESSOR:

**THE INHABITANTS OF
THE TOWN OF RANGELEY**

By: _____
Name: _____
Title: _____
Dated: _____

LESSEE:

**BELL ATLANTIC MOBILE SYSTEMS OF ALLENTOWN, INC.
d/b/a Verizon Wireless**

By: _____
Name: Andrew Allen
Title: Director Network Field Engineering
Dated: _____

The following Exhibits are attached hereto and incorporated by reference:

- "A" Legal Description
- "B" Sketch of Premises within Property and location of the Tower
- "C" Survey (LESSEE's option)

Exhibit "A"

(Legal Description)

The Property as shown on the Tax Map of the Town of Rangeley as Map Lot 036-025, and being further described in Deed Book 319, at Page 420, as recorded in the Office of the Franklin Registry of Deeds

Exhibit "B"

(Sketch of Premises within Property and location of the Tower)

Exhibit "C"
(Survey – LESSEE's Option)

