

Request for Proposal to Lease for Wireless Communication Facilities (WCF)

AUBURN WATER DISTRICT

BOARD OF WATER COMMISSIONERS'

REQUEST FOR PROPOSALS

TO LEASE A PORTION OF AUBURN WATER DISTRICT PROPERTY AT

**THE LEICESTER STREET WATER TANK SITE, 174 LEICESTER ST.
(PARCEL 39 MAP 30), AUBURN, MA 01501**

**FOR THE CONSTRUCTION AND OPERATION OF A
WIRELESS COMMUNICATION FACILITY (WCF)
(aka Personal Wireless Service Facility)**

NOVEMBER 3, 2021

Request for Proposal to Lease for Wireless Communication Facilities (WCF)

AUBURN WATER DISTRICT BOARD OF WATER COMMISSIONERS'

REQUEST FOR PROPOSALS TO LEASE A PORTION OF AUBURN WATER DISTRICT PROPERTY AT THE LEICESTER STREET WATER TANK SITE, 174 LEICESTER ST. (PARCEL 39 MAP 30) AUBURN, MA 01501

FOR THE CONSTRUCTION AND OPERATION OF A WIRELESS COMMUNICATION FACILITY (WCF)

The Auburn Water District, a Massachusetts public water district established and operating pursuant to Chapter 585 of the Acts of 1947, by its Board of Water Commissioners, seeks qualified proposals for the leasing of a portion of District owned property located at the Auburn Water District's Leicester St. Tank Site ("Water Tank Site") for the construction and operation of a wireless communication service facility.

A copy of the Requests for Proposal is available at the Auburn Water District's office located at 75 Church Street, Auburn, Massachusetts, Massachusetts 01501, tel. (508) 832-5336, during reduced business hours (9 AM to 12 PM), Monday, Wednesday and Friday, except holidays and on the District's website at www.auburnwater.com.

All proposals must be submitted to the Auburn Water District Office, 75 Church St., Auburn, MA 01501 no later than 1:00 PM on Tuesday, December 7th, 2021.

An optional pre-proposal conference and tour of the Water Tank Site for all potential proposers will be held at Auburn Water District Office, 75 Church St., Auburn MA 01501, on Wednesday, November 17th, 2021, at 10:00 AM.

The Auburn Water District reserves the right to accept any proposal or to reject any or all proposals if it is deemed to be in the best interest of the District to do so.

Auburn Water District Board of Water Commissioners

November 3, 2021

Request for Proposal to Lease for Wireless Communication Facilities (WCF)

AUBURN WATER DISTRICT BOARD OF WATER COMMISSIONERS'

REQUEST FOR PROPOSALS TO LEASE A PORTION OF AUBURN WATER DISTRICT PROPERTY AT THE LEICESTER STREET WATER TANK SITE, 174 LEICESTER ST. (PARCEL 39 MAP 30) AUBURN, MA 01501

FOR THE CONSTRUCTION AND OPERATION OF A PERSONAL WIRELESS COMMUNICATION FACILITY

SECTION I GENERAL INFORMATION

INTRODUCTION

The Auburn Water District (“AWD”), through its Board of Water Commissioners, solicit proposals from licensed wireless communication firms or organizations for the lease an area (75’ x 75’) along with an associated utility easement(s) on the property owned by the AWD located at the Leicester St. Tank Site, (Assessor’s Parcel 39 Map 30 Map, 174 Leicester St., Auburn, MA), for the construction and operation of a Wireless Communication Facility (aka Personal Wireless Service Facility). For the purpose of this RFP, the terms “Wireless Communication Facility (WCF)” and “Personal Wireless Service Facility (PWSF)” shall be synonymous.

This Request for Proposal (RFP) is intended to provide a common and uniform set of instructions to guide proposers through the development and submittal of proposals. Terms used and conditions imposed in this RFP are not intended to imply or denote a particular firm or organization, nor are they to be construed as restrictive in any way.

In responding to this RFP, firms or organizations must follow the prescribed format and use the included forms or reasonable facsimiles thereof. By so doing, each firm or organization will be providing the AWD with comparable data to that submitted by others and thus be assured of fair and objective treatment in the AWD’s review and evaluation process.

SUBMISSION OF PROPOSALS

Proposals must include a letter of transmittal containing the signature of an authorized representative of the firm or organization and the names of not more than two individuals authorized to negotiate and sign a lease with the AWD on behalf of the firm or organization. Beyond this, the proposer can provide any information desired. The transmittal letter should not exceed two pages in length. Each proposal must include a transmittal letter, as well as a completed and signed financial proposal form.

The proposal may be corrected, modified or withdrawn prior to the date and time specified by submission of a written correction, modification or withdrawal notice as specified above.

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The AWD reserves the right to cancel the RFP if it is in the AWD's best interest to do so and to reject any and all proposals. This RFP is being solicited pursuant to Chapter 30B of the Massachusetts General Laws, Section 16. Each proposal must contain a "Financial Proposal" and "Non-Financial Proposal".

Two (2) hard copies (ELECTRONIC COPIES OF THE PROPOSAL WILL NOT BE ACCEPTED) of the **Proposal must be received no later than 1:00 PM, on Tuesday, December 7th 2021**, at the following address:

**AUBURN WATER DISTRICT
75 Church St., Auburn MA 01501
Labeled: LEICESTER ST. CELLUAR PROPOSAL**

Those submitting proposals shall be responsible to make sure that their proposal arrives on time at the location indicated above. The Auburn Water District will not responsible for proposals that are sent to any location other than listed above. Every attempt will be made to check the District's USPS box just prior to the bid opening, but is not guaranteed due to circumstances that maybe beyond our control.

Written questions concerning the RFP may be directed to the AWD Superintendent, Gregory Woods, gwoods@auburnwater.com PO Box 187, 75 Church Street, Auburn, Massachusetts 01501, no later than seven (7) days before the deadline for submission of proposals. The Board of Water Commissioners will endeavor, but shall not be required to, answer any such request for information. If it does, the answer shall be provided to all persons who have obtained copies of this RFP.

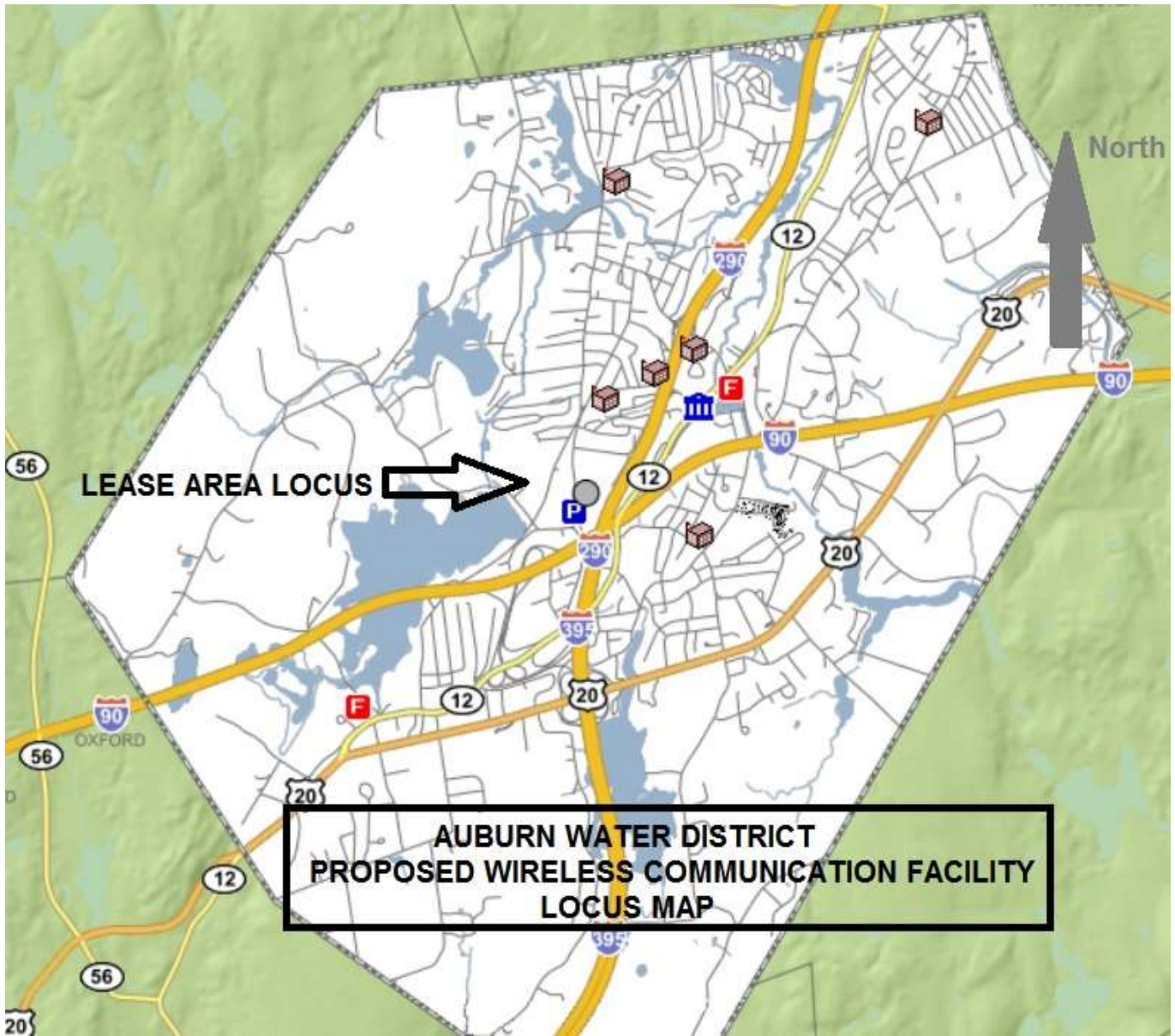
LOCATION AND DESCRIPTION OF SITE

The site proposed for this lease is the "Leicester St. Water Tank Site" (Assessors Map 39 Parcel 30) owned by the Auburn Water District and is accessible from 198 Leicester St., Auburn MA 01501 as shown on the attached sketch plan

The following table describes the Water Tank Site.

Approximate Latitude/longitude:	N 42.199183	W -71.853102
Assessor Map/Parcel:	39	30

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PROJECT COMPLIANCE REQUIREMENTS

I. GENERAL

Each firm submitting a proposal shall document and provide additional information to demonstrate and guarantee that the proposed installation will not adversely impact the existing water storage facilities, and the existing communication systems (radio) at the storage facilities, nearby power transmission lines and abutting residential properties.

THE SELECTED FIRM OR ORGANIZATION, SHALL BE RESPONSIBLE (INCLUDING ALL COSTS, FEES, ETC.) TO PREPARE AND TO APPLY FOR, AND OBTAIN ALL NECESSARY PERMITS, LICENSES, VARIANCES (AS APPLICABLE), SPECIAL PERMITS, ETC. FROM THE TOWN OF AUBURN AND FROM ANY OTHER APPLICABLE LOCAL, STATE OR FEDERAL AGENCY, FOR THE PERMITTING, CONSTRUCTION AND OPERATION OF THE PROPOSED WIRELESS FACILITY.

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II. TOWN OF AUBURN

The submitted proposal shall be subject to applicable Town of Auburn's Zoning Bylaws and Regulations including, but not limited to **Section 9.3.11 Purpose, Criteria and Procedures for Special Permits for Personal Wireless Service Facility, and all related required permits, licenses, orders, etc.**

III. MassDEP

A. On 12/31/2019 the Massachusetts Department of Environmental Protection (MassDEP) issued an updated "**Policy on Antennae and/or Other-Appurtenances Proposed to be attached to Public Drinking Water Storage Tanks or on Water Supply Land,**" Policy #2019-1 (Superseded Guidance Document No. DWSP98-01).

B. Said policy authorizes MassDEP to require Public Water Systems to review all proposals for new construction of antennas to be attached to a water storage tank or on land of the public water supplier. The Guidance further states that DEP reserves the right to revoke such approval if it subsequently determines that the proposal does not conform to its guidelines and does affect the water supply. The provisions of the Guidance are incorporated by reference into this RFP and subsequent lease and are available online at <http://www.mass.gov/eea/agencies/massdep/water/regulations/drinking-water-policies.html>.

C. The submittal proposal shall be such that any proposed modifications to land under the control of the AWD will conform to the requirements for "Presumptive Approval" and be of a design / nature that would not impact or interfere with the safety of the public water supply and to allow for the AWD submit a certification to MassDEP, certifying the same.

D. The submitted proposal shall also be such that which would be favorable towards any other applicable MassDEP filing requirement.

IV. NATIONAL GRID

The submitted proposal shall also comply with any and all applicable regulations pertaining to towers erected adjacent to / or proximal the existing Mass. Electric overhead transmission line

V. FEDERAL COMMUNICATION COMMISSION (FCC) and INDUSTRY STANDARDS FOR WIRELESS COMMUNICATIONS

The submittal proposal and design shall comply with all applicable current FCC rules and regulations and Industry Standards and practices including location of equipment, grounding, bonding and mitigation of generated interference onto existing radio communications in the immediate and surrounding areas.

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TERMS AND CONDITIONS OF LEASE

The selected firm or organization will be expected to enter into a lease with the AWD, in the same or substantially the same form as attached hereto, subject to the following terms and conditions.

A. TERMS OF LEASE

An initial five (5) year lease term with four (4) additional five (5) year lease terms for a total of twenty-five (25) years. Renewals will be made via mutual agreement between the successful bidder and the Board of Water Commissioners.

B. CO-LOCATION

1. The AWD is interested in accommodating as many proposers as possible at the Water Tank Site. However, the evaluation process will be used to determine which proposer has priority for the prime location of its antennas. After such time as the AWD successfully negotiates a lease with the proposer who holds the highest ranking for the siting at the Water Tank Site, the AWD reserves the right to consider entering into negotiations with lower ranked proposer(s) for other locations at the site.
2. The AWD shall control and approve all leasing to other entities at the Leicester Street Water Tank Site.
3. The AWD and the Town of Auburn's Emergency Services Departments, (aka "municipal access") reserves the rights, at no cost or rentals to the Lessee, to co-locate antennae, coaxial cables, and other equipment on the tower and within the lease space for the purpose to maintain / improve wireless communications for the operations of the AWD and for the Town of Auburn to maintain / improve its wireless emergency radio communications. The extent and location of said equipment will be determined during the permitting process.

C. INSURANCE

The proposer will be required to maintain adequate insurance, acceptable to the AWD, covering the WCF and the leased space.

D. INDEMNIFICATION

The lessee will be required to defend, indemnify, and hold the AWD harmless from liability arising out of the lessee's lease of the property.

E. LEASE

The proposer will be required to execute a lease in substantially the same form as the sample "Form of Lease Agreement" attached hereto. The AWD reserves the right to make changes in the lease based upon proposals received and to serve the best interests of the AWD.

F. ACCESS / COORDINATION OF MAINTENCE OPERATIONS

The proposer agrees to cooperate with the AWD in connection with its on-going maintenance operations at the Water Tank Site. At no time shall the operation of the WCF impact the AWD or authorized agencies from accessing the tanks or the Town of Auburn emergency communications equipment located at this location.

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G. EXISTING UTILITIES

The proposer shall protect all existing below and above ground utilities at the water tank site. There exists a nearby overhead transmission line as well as a single phase NGRID overhead service terminating at a utility pole on the southwesterly corner of the site. Any and all needed upgrades for the proposed facility from the existing overhead NGRID electric service, and or, the installation of additional communication systems, shall be the responsibility (including coordination and costs, etc.) of the successful proposing firm.

Any planned disruption of utilities serving the facilities / equipment at the Tank Site shall only be made with prior (72 hours advanced notice) approval from the AWD and Town of Auburn Fire and Police Departments.

H. EXISTING RADIO COMMUNICATION SYSTEMS

The proposers shall be made aware of the existence of radio communication equipment / systems that are located on the water storage tank(s) located at the Leicester Street Tank Site. The Auburn Water District (AWD), the Auburn Police Department (APD), the Auburn Fire Department (AFD) and the Auburn Emergency Management (AEM) has existing and planned* systems operating under the following frequencies (MHZ):

155.55*	458.675*	151.97
4723125	154.385*	153.455
475.3125	153.77*	443.9
154.89*	151.2725*	448.9
156.1875*	159.475*	448.125
156.1875*	462.3125	443.125
453.675*	467.4125	
458.3125*	467.7875	

It shall be the responsibility of successful proposer to furnish and install the required corrective measures to the proposed wireless systems to eliminate any and all interference onto any of the above listed frequencies created by the proposed wireless communications systems which are installed as part of the proposed wireless communications facility. No modification to the existing radio equipment without the prior written permission of the frequency holder.

I. GENERAL REQUIREMENTS

Each firm or organization submitting a proposal must provide evidence of its financial condition and its abilities to meet the financial obligations of the proposed lease. Financial statements and background information should be attached to the proposal.

This proposal process is intended to permit the AWD to weigh the relative merits of submitted proposals. The selection will be based upon the most advantageous proposal to the AWD, taking into consideration both financial and non-financial comparative evaluation criteria.

The proposer should submit a narrative description of the anticipated facility required. The proposer should describe the size of any structures needed, any utility requirements and any other site requirements via sketches, plans etc. The proposer should outline the anticipated visitation to the site that they will need in order to conduct normal operations of the WCF.

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J. CLARIFICATION OF PROPOSALS

The firm or organization of any proposal that the AWD determines as possibly being selected may be required to discuss or clarify its proposal with the AWD any time during the procurement process.

K. EVALUATION OF PROPOSALS

Any proposal determined to be substantially non-responsive to any of the Minimum Evaluation Criteria of the RFP may be disqualified without further evaluation. The AWD may determine that the non-responsiveness is not substantial and can be clarified as provided in the above paragraph. In such cases, the AWD may allow the proposer to make minor corrections and reflect the change(s) in the overall evaluation. Proposals, which are substantially responsive to the Minimum Evaluation Criteria, will be further evaluated using the Comparative Evaluation Criteria given in Section III of this RFP

L. REJECTION OF PROPOSALS

The AWD reserves the right to reject any and all proposals received in response to the RFP for any reason. A proposal may be rejected if the proposer:

- Submits a proposal that does not meet of the provisions established in the RFP, the Town of Auburn Personal Wireless Services Facilities By-law, (Section 9.3.11) and other zoning requirements, or MassDEP Policy # 2019-1, etc. without specific detailed narrative explaining the proposed deviation from the indicated requirements and proposed methodology to seek all necessary variance from said requirements.
- Fails to meet the Minimum Evaluation Criteria as specified in Section II of this RFP.
- Fails to submit its proposal to the required address on or before the deadline established within this RFP (a submission of Proposals).

M. RFP EVALUATION PROCESS

The financial and non-financial proposals will be opened publicly on the date specified in this RFP. The financial proposal will be one of the criteria evaluated along with other Comparative Evaluation Criteria (Section III of this RFP).

Proposals that are substantially responsive to the Minimum Evaluation Criteria will be further evaluated using the Comparative Evaluation Criteria. The AWD reserves the right to select the proposal that it determines best serves the interests and needs of the AWD. Accordingly, the selected proposer's non-financial proposal shall be strongly considered for the purpose of determining which proposer has the ability and capacity to provide the best implementation and management plan for a WCF at the Water Tank location.

The Auburn Water District (AWD) Board of Water Commissioners together with the AWD Water Superintendent and AWD staff, will review, evaluate, and rank the proposals of the various proposers. The AWD may conduct interviews with the highest ranked proposer whose combined financial and non-financial proposals have been determined to be the most advantageous to the AWD.

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SECTION II MINIMUM EVALUATION CRITERIA / SUBMITTAL REQUIREMENTS

Every proposal received shall be evaluated on the information submitted, which shall include, at a minimum, the following:

1. Evidence of the proposer's financial condition, including financial statements and background information.
2. The proposer submits its proposal to the required address on or before the deadline.
3. The proposer adheres to the provisions established in the RFP.
4. The proposer submits and signs the financial proposal.
5. The proposer submits a plan showing the necessary land requirements for ground support equipment.

SECTION III COMPARATIVE EVALUATION CRITERIA

The following criteria will be used to evaluate proposals. Each criterion will be given a rating as follows:

Highly Advantageous	8-10 points
Advantageous	5-7 points
Not Advantageous	1-4 points
Unacceptable	zero points

Financial Return to the AWD

- | | |
|---|---------------------|
| * Significantly exceeds the rental revenue anticipated. | Highly Advantageous |
| * Meets or exceeds the rental revenue anticipated. | Advantageous |
| * Less than the rental revenue anticipated. | Not advantageous |
| * Significantly less than the rental revenue anticipated. | Unacceptable |

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Financial Strength and Credit Worthiness

- | | |
|---|---------------------|
| * More than sufficient assets to enter and make payments (Dun and Bradstreet financial classification of “3A” or better with a composite credit appraisal of 1) | Highly Advantageous |
| * Sufficient assets; financial strength of “1A” or better composite appraisal of at least 2. Rating of limited liability parent or sister companies not considered. | Advantageous |
| * Sufficient assets; financial strength of “1A” or better composite appraisal of at least 2. Rating of limited liability parent or sister companies considered. | Not Advantageous |
| * Insufficient classification for financial strength of lower than “1A”).assets to enter into lease (Dun and Bradstreet | Unacceptable |

*****PLEASE PROVIDE SUFFICIENT MATERIAL ON SAID RATING AS PART OF THE PROPOSAL*****

Most Aesthetically and Safe Use of the Site; Mitigating the Visual Impact to Neighborhoods

The AWD has determined that the use of the Water Tank Site for WCF purposes is appropriate and advantageous to providers for coverage.

- | | |
|---|---------------------|
| * Proposed landscaping, safety and stealth plans exceed expectations on mitigation. | Highly Advantageous |
| * Proposed plans are a creative attempt to mitigate visual impact. | Advantageous |
| * Proposed plans use standard techniques | Disadvantageous |
| * Proposed plans use less than standard techniques | Unacceptable |

*****PLEASE PROVIDE DETAILED PLANS TO MITIGATE THE VISUAL IMPACT AND PROVIDE SAFETY FEATURES AS PART OF THE PROPOSAL*****

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Experience with Similar Projects

- | | |
|---|---------------------|
| * Proposer has significant experience in dealing with public entities and leasing of public land; has developed sites in Massachusetts. | Highly Advantageous |
| * Proposer has experience in developing similar projects in Massachusetts. | Advantageous |
| * Proposer has experience in developing similar projects elsewhere | Disadvantageous |
| * Proposer has no development experience in similar projects. | Unacceptable |

*****PLEASE PROVIDE SITE REFERENCES IN MASSACHUSETTS FOR SIMILAR PROJECTS*****

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**SECTION IV
FINANCIAL PROPOSAL**

Proposers must complete the following table:

TERM / YEAR	(IN FIGURES)	(IN WORDS)
TERM 1 / YEAR 1	\$ / month	Dollars/ mo.
YEAR 2	\$ / month	Dollars/ mo.
YEAR 3	\$ / month	Dollars/ mo.
YEAR 4	\$ / month	Dollars/ mo.
YEAR 5	\$ / month	Dollars/ mo.
TERM 2 / YEAR 6	\$ / month	Dollars/ mo.
YEAR 7	\$ / month	Dollars/ mo.
YEAR 8	\$ / month	Dollars/ mo.
YEAR 9	\$ / month	Dollars/ mo.
YEAR 10	\$ / month	Dollars/ mo.
TERM 3 / YEAR 11	\$ / month	Dollars/ mo.
YEAR 12	\$ / month	Dollars/ mo.
YEAR 13	\$ / month	Dollars/ mo.
YEAR 14	\$ / month	Dollars/ mo.
YEAR 15	\$ / month	Dollars/ mo.
TERM 4 / YEAR 16	\$ / month	Dollars/ mo.
YEAR 17	\$ / month	Dollars/ mo.
YEAR 18	\$ / month	Dollars/ mo.
YEAR 19	\$ / month	Dollars/ mo.
YEAR 20	\$ / month	Dollars/ mo.

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TERM 5 / YEAR 21	\$ _____ / month	Dollars/ mo.
YEAR 22	\$ _____ / month	Dollars/ mo.
YEAR 23	\$ _____ / month	Dollars/ mo.
YEAR 24	\$ _____ / month	Dollars/ mo.
YEAR 25	\$ _____ / month	Dollars/ mo.

25 YEAR TOTAL PAYMENTS : \$ _____

Comments by proposers (additional pages may be provided):

If selected, the undersigned agrees to sign a lease agreement in a mutually agreeable form with the AWD.

The undersigned certifies that he or she is familiar with the property and its conditions and has thoroughly reviewed the Request for Proposal.

(Corporation name and address submitting this proposal)

Printed name and signature of person signing proposal and corporate title)

Date

CERTIFICATE OF NON-COLLUSION

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

(Corporation submitting this proposal)

Printed name and signature of person signing proposal and corporate title)

Date

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CERTIFICATE OF TAX COMPLIANCE

Pursuant of Chapter 62C of the Massachusetts General Laws, section 49A (b), 1

_____, authorized signatory for

_____, (proposer) certify under the pains and penalties that said proposer has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

Proposer:

By: _____
(printed name / signature of authorized representative)

Date: _____

SAMPLE OF LEASE DOCUMENT

Request for Proposal to Lease for Wireless Communication Facilities (WCF)

Sample Form of Lease Agreement (Subject to change and modifications)

WATER TANK SITE LEASE AGREEMENT

This Agreement, made this _____ day of _____, 20___, between the Auburn Water District, a political subdivision of the Commonwealth of Massachusetts created under Chapter 585 of the Acts of 1947, with its principal offices at located at 75 Church Street, Auburn, MA 01501, hereinafter designated as **LESSOR**, and _____ with its principal offices at _____, hereinafter designated **LESSEE**.

The LESSOR and LESSEE are at times collectively referred to hereinafter as the “Parties” or individually as the “**Party**”.

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES.

LESSOR hereby leases to the LESSEE a portion of land (Approx. 75’ x 75’) (“the Tower Land Space” on which the proposed tower and all associated ground level equipment shall be located) at the LESSOR's Leicester Street Water Tank Site, hereinafter referred to as the “Tank Site”, located 174 Leicester St., Auburn, Worcester County, Massachusetts, as shown on the Tax Map of the Town of Auburn, as Map 39, Lot 30, and being further described in Deed Book 4017 Page 359 and Deed Book 3829 Page 273 as recorded in the Worcester District Registry of Deeds (the entirety of LESSOR’s property is referred to hereinafter as the “Property”), 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 and temporary parking of maintenance and construction vehicles, 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 the existing access way extending from the Leicester Street public way to the leased area (Tower Land Space).

In the event any public utility is unable to use the Right of Way, the LESSOR hereby agrees to grant an additional right-of-way(s) either to the LESSEE or to the public utility at no cost to the LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the wireless communications facility and its associated equipment, antennas and appurtenances 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.

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2. SURVEY.

LESSOR also hereby grants to LESSEE the right to perform land surveys of the Property and 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 "A". Cost for such work shall be borne by the LESSEE.

3. TERMS / RENTAL

This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of _____ Dollars (\$ _____) to be paid in equal monthly installments on the first day of the month, in advance, to the Auburn Water District. The Agreement shall commence based upon the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits, or the date of execution of the Agreement by the Parties, whichever is later. In the event the date at which LESSEE is granted a building permit or the date of execution of the Agreement, whichever is applicable, falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if such date falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 1.

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.

- a. For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE may not deliver rental payments for up to 90 days after the requested documentation has been received by LESSEE.

4. ELECTRICAL

The LESSEE shall, at all times during the Term, be responsible to provide electrical service and telephone service access to the "Tower Land Space". The LESSEE shall arrange for an electrical meter to be installed for the measurement of electrical power used by LESSEE's installation. The LESSEE shall pay the utility directly for its power consumption and service connections. The LESSEE shall be responsible to provide emergency power to the "Tower Space Land". Emergency generator(s) shall be equipped with the appropriate exhaust silencer to limit generator sound noise under full load to be less than 70 db. All emergency generation equipment shall be fueled by on-site stored LP Gas.

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5. EXTENSIONS.

This Agreement shall be extended for four (4) additional five (5) year terms after the initial five (5) year term, under a mutual agreement of the parties for each extension, 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.

6. EXTENSION RENTALS.

The annual rental for the first (1st) five (5) year extension term shall be increased to

_____ Dollars (\$ _____) per year;

The annual rental for the second (2nd) five (5) year extension term shall be increased to

_____ Dollars (\$ _____) per year

The annual rental for the third (3rd) five (5) year extension term shall be increased to

_____ Dollars (\$ _____) per year

The annual rental for the fourth (4th) five (5) year extension term shall be increased to

_____ Dollars (\$ _____) per year

7. ADDITIONAL EXTENSIONS. [INTENTIONALLY DELETED]

8. 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 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. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

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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. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. 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. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

9. USE; GOVERNMENTAL APPROVALS.

LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a wireless communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits 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, 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.

10. INDEMNIFICATION.

LESSEE shall indemnify and hold harmless the LESSOR, 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 LESSEE, 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 LESSOR, or its employees, contractors or agents.

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11. INSURANCE.

- a. Notwithstanding the indemnity in Section 10, 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 to the Property, resulting from any fire, or other casualty of 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, or either of them. 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.
- b. LESSEE will maintain at its cost;
 - i. Commercial General Liability insurance with limits of Two Million Dollars (\$2,000,000) combined single limit for bodily injury (including death) and damage or destruction to property each occurrence;
 - ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a combined single limit of One Million Dollars (\$1,000,000) per accident; and
 - iii. Workers Compensation insurance providing the statutory benefits and not less than One Million Dollars (\$1,000,000), each accident/disease/policy limit, of Employers Liability coverage.

LESSEE will include the LESSOR as an additional insured on the Commercial General Liability and Auto Liability policies as its interests may appear under this Agreement.
- c. LESSOR will maintain its current property insurance on the Property.

12. 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.

13. ANNUAL TERMINATION.

Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

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14. ACCESS TO TOWER.

LESSOR agrees the LESSEE shall have free access to the Tower Space Land at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish the 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.

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 or occupants of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. The existing and proposed frequencies in operation at the Leicester Street Tank Site as of the date of the Agreement are as indicated in the Request for Proposal and update prior to the execution of the Agreement.

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, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its tower, 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, tower, antenna structure(s), cabling, fixtures and all personal property are completed.

17. HOLDOVER.

LESSEE has no right to retain possession of the Premises or any party 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

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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 be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

18. RIGHT OF FIRST REFUSAL. [INTENTIONALLY DELETED].

19. RIGHTS UPON SALE.

Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Tower Land Space 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 Tower and or 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 Tower and/or 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 execution 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 or in a written acknowledgment in the case provided in Paragraph 3. 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.

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23. GOVERNING LAW.

This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the Commonwealth of Massachusetts.

24. ASSIGNMENT.

Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. 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, investor 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: Auburn Water District
75 Church Street
Auburn, MA 01501
Attention: **Water Superintendent**

LESSEE _____ (Corp. Name)

_____ (Attention)

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. [INTENTIONALLY DELETED]

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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) 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) 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) 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; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE.

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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 the 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 the 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 Tower Land Space or 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 Tower, 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

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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 and all structural elements of the Premises 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 by LESSEE of LESSOR 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. COUNTERPARTS. This Agreement may be signed in any number of counterparts all of which taken together, shall constitute one and the same instrument, and any Party hereto may execute this Agreement by signing one or more counterparts.

38. 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.

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IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:
Auburn Water District
By its Board of Water Commissioners

WITNESS

Date:

LESSEE:

By: _____

Its: _____

WITNESS

Date: