

SITE LEASE AGREEMENT

This **SITE LEASE AGREEMENT** (this "Lease") is effective the date of the last signature on this Lease (the "Effective Date") by and between **The Town of Manhattan**, a(n) a Montana municipality ("Landlord") and **T-Mobile West**, a Delaware LLC ("Tenant").

Landlord and Tenant agree to the following:

1. Property Description. Landlord is the owner of the real property located at 60 Centennial Village Drive, Manhattan, Gallatin County, MT, 59741, as further described on **Exhibit A** (the "Property"). The Property includes the leased premises plus any additional portions of the Property which Tenant may require for the use and operation of its facilities as generally described on **Exhibit B** (the "Premises"). Tenant reserves the right to update the description of the Premises on **Exhibit B** to reflect any modifications or changes.

2. Landlord Cooperation. During the Term (as defined below), Landlord shall cooperate with Tenant's due diligence activities, which shall include, but not be limited to, access to the Property for inspections, testing, permitting related to the Permitted Uses (as defined below). Landlord authorizes Tenant to sign, file, submit and obtain all zoning, land use and other applications for permits, licenses and approvals required for the Permitted Uses from all applicable governmental and quasi-governmental entities (collectively, the "Governmental Approvals"), and to the fullest extent necessary. Landlord's cooperation shall include the prompt execution and delivery of any documents necessary to obtain and maintain Governmental Approvals or utility services. Additionally, Landlord shall not take any actions which are in conflict with or interfere with Tenant's Governmental Approvals.

3. Antenna Facilities and Permitted Uses. Tenant leases the Premises for its equipment, personal property and improvements associated with Tenant's wireless communications business (the "Antenna Facilities"). The Premises may be used for the construction, installation, operation, maintenance, repair, addition, modification, upgrading, removal or replacement of any and all Antenna Facilities (the "Permitted Uses") for no fee or additional consideration. Landlord shall review and approve any such permitted uses prior to construction. Landlord shall have thirty (30) days from the date of receipt of final construction drawings to approve or disapprove of the final construction drawings. Failure to respond within thirty (30) shall be deemed an approval. Landlord shall approve the final construction drawings by initialing or signing the same. The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant, at its expense, may use any and all reasonable means as Tenant deems necessary to control, secure or restrict access to the Antenna Facilities, in conjunction with the Landlord's security and access to the premises. {Notwithstanding anything to the contrary in the Lease, (a) if any portion of the Antenna Facilities will be installed on a tower owned by Landlord ("Tower"), Tenant acknowledges it has conducted all necessary site and tower inspections to ensure the Tower has structural capacity to support Tenant's equipment as shown on **Exhibit B**, and accepts the tower "as is" with no warranty from the Landlord; (b) Tenant shall have the right to install the equipment shown on **Exhibit B** at any time during the Term without any increase in Rent, and (c) during the Term, Landlord shall reserve space and loading capacity on the Tower for Tenant's equipment shown on **Exhibit B**.} If necessary to maintain service, Tenant shall have the right to locate a cell-on-wheels, or other temporary antenna facility on the Property. Landlord shall cooperate with the placement of the temporary facility at a mutually acceptable location.

Tenant agrees that it will not allow any liens or encumbrances to be filed on the Premises, other than as set out herein. Should any lien or encumbrance be filed or recorded on the Premises, Tenant agrees to immediately post a bond on the lien or encumbrance in order to have it removed from the Premises in the public record. Further, Tenant agrees to defend, hold harmless and indemnify Landlord in the event of any claims related to such lien or encumbrance should be filed against Landlord.

4. Lease Term.

a) The Initial Term of the Lease shall be Five (5) years commencing on the date of Tenant's commencement of construction activities (the "**Commencement Date**"), and ending on the day immediately preceding the fifth (5th) anniversary of the Commencement Date (the "**Initial Term**"). The Initial Term, together with any Renewal Terms and Extended Periods are referred to collectively as the "**Term.**"

b) The Initial Term shall automatically renew for Three (3) successive renewal terms of Five (5) years each (each a "**Renewal Term**"), provided, however, that Tenant may elect not to renew by providing notice prior to the expiration of the then current Term.

c) Upon the expiration of the final Renewal Term, Tenant shall have the right to continue to occupy the Premises and the Term shall automatically extend for up to nine (9) successive one (1) year periods (each, an "**Extended Period**"). Landlord may terminate the renewal of any Extended Period by delivery of notice at least six (6) months prior to the end of the then current Extended Period. Tenant may terminate any Extended Period at any time by delivery of notice to Landlord.

5. Rent/Other Charges.

a) Upon the Commencement Date, Tenant shall pay Landlord rent in the amount of Two Thousand dollars (\$2000.00) per month (the "**Rent**"). Tenant shall deliver Rent to Landlord at the address specified in the Notice section, or by electronic payment. The first Rent payment shall be due within thirty (30) days after the Commencement Date. Subsequent Rent shall be payable by the fifth day of each month.

b) The Rent for each successive Renewal Term shall be increased by 10% percent of the Rent for the immediately preceding Term. The Rent for each Extended Period shall be increased by 3% percent of the Rent for the immediately preceding Term.

c) Rent for any partial month shall be prorated on a per day basis, based on the number of days in the month in question. Landlord shall cooperate with Tenant regarding the use of any electronic rent payment systems or the provision of any associated documentation. Tenant may condition payment of Rent and any other sums payable under this Lease upon Tenant's receipt of a duly completed IRS form W-9, or similar governmental form.

d) Any charges payable under this Lease other than Rent shall be billed by Landlord to Tenant within twelve (12) months from the date the charges were incurred or due; otherwise the charges shall be deemed time-barred and forever waived and released by Landlord.

6. Interference. Tenant shall not interfere with the radio frequency communications of Landlord or any of Landlord's existing tenants as of the Effective Date. After the Effective Date, Landlord shall not install, or permit any third party to install, any equipment or structures that interfere with or restrict Tenant's Antenna Facilities. Any such interference shall be deemed a material breach of this Lease by Landlord and Landlord shall

remove the cause of the interference within forty-eight (48) hours of notice. Tenant shall have the right to exercise all legal and equitable rights and remedies to end the interference.

7. Utility Services.

a) Tenant shall have the right to connect to, maintain, repair, upgrade, remove or replace existing utility related equipment and shall have the right to install new utility related equipment, including a generator, optical fiber facilities, and alternative energy related equipment, to service its Antenna Facilities, or cell-on-wheels on the Property (collectively, the "**Utility Facilities**").

b) Tenant shall be responsible for all utilities charges for electricity, or any other utility service used by Tenant on the Premises. Tenant must install separate meters for Tenant's utility usage.

8. Access and Easements.

a) Landlord shall furnish, at no additional charge to Tenant, unimpeded and secure access to the Premises on a 24-hours-a-day, 7-days-a-week basis to Tenant and Tenant's employees, agents, contractors and other designees. Tenant shall coordinate such security and access with the Landlord.

b) Landlord grants Tenant, at no additional Rent or charge, easements on, over, under and across the Property for ingress, egress, communications, power and other utilities, construction, demolition and access to the Premises and any Utility Facilities (collectively, the "**Easements**"). Landlord shall not modify, interrupt or interfere with any communications, electricity, or other utility equipment and easements serving the Property, except with the prior written approval of Tenant.

c) Upon the Effective Date, Landlord shall provide all applicable access key(s) and a defined and accessible location on the Property for Tenant to install a secure lockbox to store any such access key(s) necessary to allow for 24-hours-a-day, 7-days-a-week physical access to all of Tenant's equipment or conduits. Landlord shall not change the method(s) of access or access key(s), without first providing Tenant with prior written notice and an updated set of access keys or new access code(s) (if applicable).

9. Termination. Tenant may terminate this Lease without further liability, upon thirty (30) days prior written notice to Landlord, for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect Tenant's ability to operate; (ii) a Federal Communications Commission ("**FCC**") ruling or regulation that is beyond the control of Tenant; (iii) technical or economic reasons; or (iv) if Tenant is unable to obtain any Governmental Approval required for the construction or operation of Tenant's Antenna Facilities. Upon ninety (90) days prior written notice to Landlord, Tenant may terminate this Lease for any or no reason.

10. Casualty and Condemnation. If the Premises or Antenna Facilities are damaged or destroyed by wind, fire or other casualty, Tenant shall be entitled to negotiate, compromise, receive and retain all proceeds of Tenant's insurance on the Antenna Facilities and other claims and Tenant may terminate the Lease by written notice to Landlord. Nothing here shall affect Landlord's ability to receive insurance proceeds for damage to the Premises. If the Premises, any Easements or Antenna Facilities are taken or condemned by power of eminent domain or other governmental taking, then: (a) Tenant shall be entitled to negotiate, compromise, receive and retain all awards attributable to (i) the Antenna Facilities, (ii) Tenant's leasehold interest in the Property, (iii) any moving or relocation benefit available to Tenant and (iv) any other award available to Tenant that is not attributable to Landlord's title to or interest in the Property. If the Antenna Facilities are not operational due

to casualty or condemnation, Tenant shall have the right to abate the Rent for that period time. In addition, Tenant may terminate the Lease by written notice to Landlord.

11. **Default and Right to Cure.** A party shall be deemed in default under this Lease if it fails to make any payment, or to perform any obligation required of it within any applicable time period specified and does not commence curing such breach within thirty (30) days after receipt of written notice of such breach from the non-defaulting party ("**Default**"). This Lease, or Tenant's rights of possession shall not be terminated due to any Tenant Default unless: (a) the Default is material or is a result of unpaid rent; (b) Landlord shall have given Tenant not less than thirty (30) days prior written notice, after the expiration of the cure period described above, and Tenant fails to cure or commence the cure of such Default within the second thirty (30) day notice period; and (c) Landlord lacks any other adequate legal or equitable right or remedy. Failure to provide Tenant access to the Premises, as required above, within 24 hours after receiving written notice of such failure shall be deemed a material Default.

12 Taxes. Landlord shall pay when due all real estate taxes and assessments for the Property, including the Premises. Notwithstanding the foregoing, Tenant shall reimburse Landlord for any personal property tax paid for by Landlord which is solely and directly attributable to the presence or installation of Tenant's Antenna Facilities during the Term. Landlord shall provide prompt and timely notice of any tax or assessment for which Tenant is liable. Tenant shall have the right to challenge any tax or assessment and Landlord shall cooperate with Tenant regarding such challenge.

13. Insurance and Subrogation and Indemnification.

a) During the Term, Tenant shall maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate and shall name the Town as an additional insured. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master insurance policy such party may maintain. Tenant shall each maintain "all risk" or "special causes of loss" property insurance on a replacement cost basis for its personal property.

b) Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liabilities, including reasonable attorneys' fees, to the extent caused by or arising out of: (i) any negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, (ii) any spill or other release of any Hazardous Substances (as defined below) on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, or (iii) any breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this subsection are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same.

c) Tenant shall not be responsible or liable to Landlord or any third party for any claims, damages, costs, expenses, including liens, fines, penalties or other enforcement actions, attributable to any pre-existing violations of applicable laws, codes, ordinances or other regulations relating to the Property (collectively, "**Pre-Existing Violations**"). To the extent Tenant is or may be required to cure such Pre-Existing

Violations in order to obtain any Governmental Approvals for its Permitted Uses of the Premises, however, Tenant shall have the right, but not the obligation, to cure such Pre-Existing Violations and deduct the curative costs from Rent payable under this Lease.

d) The provisions of subsection (c) above shall survive the expiration or termination of this Lease.

14. Notices. All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/MT02135A

If to Landlord, to:

Town of Manhattan
P.O. Box 96
Manhattan, MT 59741

With copy to:

Jane Mersen
KASTING, KAUFFMAN & MERSEN P.C.
716 South 20th Avenue, Suite 101
Bozeman, Montana 59718

Per the W-9 Form Rent is to be paid to:

Town of Manhattan
P.O. Box 96
Manhattan, MT 59741

15. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants that: (a) Landlord has full right, power and authority to execute and perform this Lease and to grant Tenant the leasehold interest and Easements contemplated under this Lease; (b) Landlord has good and unencumbered title to the Property, free and clear of any liens or Mortgage (defined below) and will not interfere with Tenant's Permitted Uses and any rights under this Lease; (c) the execution and performance of this Lease shall not violate any laws, ordinances, covenants, or the provisions of any Mortgage, lease, or other agreement binding on Landlord; (d) Tenant's use and quiet enjoyment of the Premises will not be disturbed; and (e) Landlord will be responsible, at its sole cost and expense, for maintaining all portions of the Property in good order and condition and in compliance with all applicable laws,

16. Environmental Laws. Landlord and Tenant shall comply with all federal, state and local laws in connection with any substances brought onto the Property that are identified by any law, ordinance or regulation as hazardous, toxic or dangerous (collectively, the "**Hazardous Substances**"). Tenant agrees to be responsible for all losses or damage caused by any Hazardous Substances that it may bring onto the Property and will indemnify Landlord for all such losses or damages. Landlord agrees to be responsible for all losses or

damage caused by any Hazardous Substances on or entering the Property, except those brought onto the Property by Tenant, and will indemnify Tenant for all such losses or damages including the cost of any investigation or remediation, or other actions required to comply with applicable law. Landlord represents that it has no knowledge of any Hazardous Substances on the Property.

17. Assignment.

a) Tenant shall have the right to assign, sublease, or otherwise transfer this Lease, upon written notice to Landlord, to any person or business entity which: (i) is authorized pursuant to an FCC license to operate a wireless communications business; (ii) is a parent, subsidiary, or affiliate of Tenant or Tenant's parent; (iii) is the successor or surviving entity resulting from a merger or other plan of reorganization with Tenant; and/or (iv) acquires more than fifty percent (50%) of either an ownership interest in Tenant or the assets of Tenant in the "Metropolitan Trading Area" or "Basic Trading Area" (as those terms are defined by the FCC) in which the Property is located. Upon an assignment or transfer, Tenant shall be relieved of all liabilities and obligations and Landlord shall look solely to the transferee for performance under this Lease. Tenant may otherwise assign this Lease upon written approval of Landlord, which approval shall not be unreasonably delayed, withheld, conditioned or denied.

b) Landlord shall have the right to assign and transfer this Lease only to a successor owner of the Property. Only upon Tenant's receipt of written verification of a sale, or transfer of the Property shall Landlord be relieved of all liabilities and obligations and Tenant shall look solely to the new landlord for performance under this Lease. Landlord shall not attempt to assign, or otherwise transfer this Lease separate from a transfer of ownership of the Property (the "Severance Transaction"), without the prior written notice to Tenant. If Tenant consents to a Severance Transaction, Landlord shall be relieved of its duties hereunder and its successors and assigns shall be solely responsible for the performance of all duties and obligations of the Landlord under this Lease.

18. Relocation.

a) Landlord must provide Tenant at least three (3) months written notice of any repairs, maintenance or other work (the "Work") during the Term of the Lease which would require the temporary relocation of the Antenna Facilities. Landlord agrees that the Work will not limit or interfere with Tenant's Permitted Uses of the Premises. Landlord will reimburse Tenant for all expenses incurred by Tenant required to accommodate the Work. If necessary, in Tenant's sole determination, Tenant may elect to install a temporary communications facility (e.g. a "cell on wheels," or "COW") in another mutually agreeable location on the Property that provides Tenant coverage and service levels similar to those of the Antenna Facilities at the original location, while the Work is being performed. Tenant shall have the right to reinstall its Antenna Facilities immediately upon the completion of the Work. Tenant or its designee shall have the right to accompany Landlord, its agents or contractors whenever the Work is being performed on the Premises. Notwithstanding anything to the contrary, Landlord shall not have the right to permanently relocate the Antenna Facilities except as set forth herein.

b) If Landlord desires to redevelop, modify, remodel, or in any way alter its Property or any improvements thereon ("Redevelopment"), Landlord shall in good faith use its best efforts to fully accommodate Tenant's continuing use of the Premises. If both parties to this Lease determine that the Redevelopment necessitates permanent relocation of the Antenna Facilities, Landlord shall have the right, subject to the following provisions of this section, to relocate the Antenna Facilities, or any part thereof, to an alternate location on the Property (the "Relocation Premises"), provided, however, that: (i) Landlord may only

relocate Tenant once during the Lease; (ii) Landlord may only relocate Tenant after the Initial Term; (iii) Landlord must give Tenant at least six (6) months written notice prior to such relocation; (iv) all costs and expenses associated with or arising out of such relocation (including, without limitation, approval and permitting costs) shall be paid by Landlord; (v) such relocation shall be performed exclusively by Tenant or its agents; and (vi) such relocation shall not limit or interfere with Tenant's Permitted Uses of the Premises. Landlord shall exercise its relocation right by delivering written notice to Tenant pursuant to the Lease and shall identify in the notice the proposed Relocation Premises on the Property. If, in Tenant's reasonable judgment, no suitable permanent Relocation Premises can be identified on the Property, then Landlord shall not be permitted to exercise its relocation right under this section and the Redevelopment shall not result in or cause the relocation of the Antenna Facilities; provided, however, that if Landlord is exercising its relocation right under this section in order to comply with then applicable laws or regulations governing the Property, and in Tenant's reasonable judgment no suitable Relocation Premises can be identified, then Tenant shall have the right to terminate the Lease upon written notice to Landlord, without penalty or further obligation

19. **Marking and Lighting Requirements.** If any tower or other support structure for Tenant's Antenna Facilities is owned by Landlord, Landlord acknowledges that Landlord shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration and the FCC. Tenant agrees to make a reasonable effort to assist Landlord in correcting any FAA issues resulting from Tenant's equipment, including paying for any lighting or other FAA requirements, if they are required due to Tenant's facility modifications. Landlord shall indemnify and hold Tenant harmless from any fines or other liabilities caused by Landlord's failure to comply with these requirements.

20. **Miscellaneous.**

a) The prevailing party in any litigation or other legal proceedings arising under this Lease (including any appeals and any insolvency actions) shall be entitled to reimbursement from the non-prevailing party for reasonable attorneys' fees and expenses.

b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and Property. Any amendments to this Lease must be in writing and executed by both parties.

c) Landlord agrees to cooperate with Tenant in executing any documents which Tenant deems necessary to insure and protect Tenant's rights in, or use of, the Premises. Landlord shall execute and deliver: (i) a Memorandum of Lease in substantially the form attached as **Exhibit C**; and (ii) if the Property is encumbered by a deed, mortgage or other security interest (each, a "**Mortgage**"), a subordination, non-disturbance and attornment agreement using Tenant's form.

d) This Lease shall be construed in accordance with the laws of the state of Montana and venue is proper in the 18th Judicial District Court, Gallatin County, Montana.

e) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall be interpreted as to their fair meaning.

f) Each party hereby represents and warrants to the other that this Lease has been duly authorized, executed and delivered by it, and that no consent or approval is required by any lender or other person or entity in connection with the execution or performance of this Lease.

g) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent.

h) This Lease and the interests granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

i) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Lease shall legally bind the parties to the same extent as original documents.

LANDLORD: Town of Mahattan

By: _____

Printed Name: _____

Title: _____

Date: _____

TENANT: T-Mobile West LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

T-Mobile Legal Approval

EXHIBIT A

Legal Description

Property address of 60 Centennial Village Drive, Manhattan, Gallatin County, MT, 59741
Assessor's tax parcel number of 06-1009-03-3-03-01-6500

The Property is legally described as follows:

PIONEER CROSSING & CENTENNIAL VILLAGE SUB PH 1, S03, T01 N, R03 E, ACRES 17.107, OPEN SPACES PLAT J-486

EXHIBIT B

Subject to the terms and conditions of this Lease, the location of the Premises is generally described and depicted as shown below or in the immediately following attachment(s).

However, it is expressly agreed and understood by and between the Landlord and Tenant that the exact and precise location of the Tenant's Antenna Facilities are subject to review and approval by the planning and/or zoning Boards having jurisdiction over the Property.

Notwithstanding anything to the contrary, the specific number and type of equipment described in the Exhibit is for illustrative purposes only and in no way limits Tenant's ability to alter, replace, add to, expand, enhance, modify, supplement, replace, refurbish, relocate or upgrade any such equipment within the Premises.

Construction Drawings:

EXHIBIT C
Memorandum of Lease

Site Number: MT02126A
Site Name: Manhattan Water Tank
Market: INW

**Memorandum
of
Lease**

After Recording, Mail To:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance
Site Number: MT01024E

APN: 06-1009-03-3-03-01-6500
Loan No.

MEMORANDUM OF LEASE

A Site Lease Agreement (the "Lease") by and between **Town of Mahattan**, a(n) Montana municipality ("Landlord") and **T-Mobile West**, a Delaware LLC ("Tenant") was made regarding a portion of the following property (as more particularly described in the Lease, the "Premises"):

See Attached **Exhibit A** incorporated herein for all purposes.

Without limiting the terms and conditions of the Lease, Landlord and Tenant hereby acknowledge the following:

1. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Lease.
2. Pursuant to the Lease, Landlord has granted Tenant an option to lease the Premises (the "Option") on the terms and conditions described in the Lease. The Option is for an initial term of one (1) year commencing on the effective date of the Lease, and will be extended for up to three (3) additional and successive one (1) year periods unless Tenant provides written notice to exercise or not renew its Option.
3. Provided that the Option has been exercised by Tenant, the initial term of the Lease shall be for Five (5) years and will commence on the date that Tenant exercises its Option.
4. Tenant shall have the right to extend the Lease for Three (3) additional and successive Five (5)-year terms which may be extended for up to nine (9) additional and successive one-year periods.
5. This memorandum is not a complete summary of the Lease. It is being executed and recorded solely to give public record notice of the existence of the Option and the Lease with respect to the Premises. Provisions in this memorandum shall not be used in interpreting the Lease provisions and in the event of conflict between this memorandum and the said unrecorded Lease, the unrecorded Lease shall control.

6. This memorandum may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD: Town of Manhattan

By: _____

Printed Name: _____

Title: _____

Date: _____

TENANT: T-Mobile West LLC

By: _____

Printed Name: _____

Title: _____

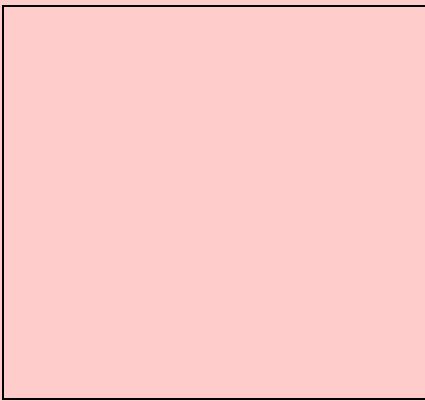
Date: _____

[Notary block for Tenant]

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that she/he signed this instrument, on oath stated that she/he was authorized to execute the instrument and acknowledged it as the _____ of T-Mobile West, a Delaware LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



Notary Public
Print Name _____
My commission expires _____

(Use this space for notary stamp/seal)

Memorandum of Lease - Exhibit A
Legal Description

The Property is legally described as follows:

PIONEER CROSSING & CENTENNIAL VILLAGE SUB PH 1, S03, T01 N, R03 E, ACRES 17.107, OPEN SPACES PLAT J-486

Wireless carriers, such as T-Mobile, are regulated by the Federal Communications Commission (FCC). RF emissions are emitted by everything that operates with electricity, including common consumer electronics like TVs, radios, PCs and household appliances. T-Mobile USA, Inc., the parent company of T-Mobile West LLC, broadcasts signals over frequencies licensed by the FCC and operates its nationwide network of wireless communication facilities, including the Sites in question, in compliance with FCC rules and regulations regarding potential human exposure to RF emissions, including the FCC's maximum permissible exposure ("MPE") limits and guidelines.

The limits established by the FCC are designed to protect public health with a very large margin of safety and have been endorsed by the Environmental Protection Agency and the Food and Drug Administration and were recently reaffirmed by the FCC in 2019. The T-Mobile site will be compliant with those rules and regulations as set forth by the FCC. With respect to 5G, Please visit [HowMobileWorks.com](https://www.howmobileworks.com) and <https://www.wirelesshealthfacts.com/> for additional useful information.

5G is the next generation of technology after 4G. It can be thought of as a software upgrade that allows for a better user experience. T-Mobile is repurposing radio waves for 5G within the radio spectrum that have always been utilized for broadcast and wireless signals in this country. The following are links to websites and videos that contain more information.

1. [HowMobileWorks.com](https://www.howmobileworks.com) – an educational website with up-to-date information, videos, and fact sheets in the digital library.
2. **YouTube** video featuring Bill Nye the Science Guy – he does a nice job of explaining 5G. https://www.youtube.com/watch?v=8YFNfVPO_00
3. **CTIA** is a resource with expert information: <https://www.wirelesshealthfacts.com/>
4. **What do the experts say?**

The international and scientific consensus is that there are no known health risks from RF energy at low levels approved for everyday consumer use. "There is no convincing scientific evidence that the weak RF signals from base stations and wireless networks cause adverse health effects,"

<https://www.who.int/peh-emf/publications/facts/fs304/en/>

<https://www.cancer.org/cancer/cancer-causes/radiation-exposure/cellular-phone-towers.html>

5. **Why are people spreading misinformation about 5G?**

A recent *New York Times* article investigation reveals that the Russian government is "doing its best to stoke fears of American viewers" by spreading false information about 5G and health, including "claims that lack scientific support."

<https://www.nytimes.com/2019/05/12/science/5g-phone-safety-health-russia.html>

ORDINANCE NO. 21-001

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MANHATTAN AMENDING THE MUNICIPAL CODE TO CHANGE THE HOURS, DATES, AND LOCATIONS ALLOWED FOR FIREWORKS DISPLAYS.

NOW THEREFORE, BE IT ORDAINED by the Town Council of the Town of Manhattan that the following sections be added to the municipal code of the Town of Manhattan, effectively amending Section 5-2-2-5 as follows:

5-2-2-5 FIREWORKS:

A. Display Restricted:

1. Dates; Hours Permitted: All displays of fireworks shall only be allowed on the following dates and times:
2. July 3- from the hours of 6:00 p.m. to 10:00 p.m.
3. July 4- from the hours of 6:00 p.m. to 12:00 a.m. on July 5.
4. December 31- from the hours of 10:00 p.m. to 1:00 a.m. on January 1.

5. Display Not Permitted: Except for the period of time described above, no person shall display fireworks of any kind within the town limits without a permit.

6. Location: Fireworks displays, without a permit, shall be prohibited within the boundaries of any public park or property owned or controlled by the town of Manhattan. This prohibition does not include public streets and alleyways.

Fireworks are permitted only on private property with permission of the landowner. The user of the fireworks shall immediately clean up any debris falling on public or private property. Failure to do so shall be considered a violation of this code and subject to the penalties as set out in section [1-4-2](#) of this code. (Ord. 300, 12-14-2004).

B. Permits For Supervise Public Displays Required:

1. Permit For Supervised Public Displays: The town may grant a permit for supervised public displays of fireworks to be held by municipalities, fair associations, amusement parks, and other organizations or groups of individuals upon application.

2. Application For Permit: The applicant shall submit an application for permit to the Manhattan police department at least thirty (30) days in advance of the date of the

proposed display. The application shall include the name, address and telephone number of the applicant, the name of the group, the proposed location of the display and a contact person on the day of the display.

3. Permits Not Transferable: No permit granted under this section is transferable.
 4. Display: Each display shall be handled by a competent operator who must be approved by the town. The display must be located as not to be hazardous to persons or property. The chief of the Manhattan police department must approve the proposed location. The permit shall contain a waiver of liability for the town.
 5. Bond Required: A successful applicant shall obtain liability insurance coverage in the amount of \$1,000,000 per occurrence for the event/display, shall name the Town as an additional insured on the policy and shall provide a copy of the certificate of insurance to the Town at least 10 days before the event/display. Further, the applicant shall indemnify, defend and hold the Town harmless from any claims, causes of actions, or complaints which arise out of applicant's display or any other events surrounding the display.
- C. Sales Permitted: It is unlawful for any person to offer for sale, expose for sale, or sell at retail or wholesale, within the corporate limits of the town, any fireworks of any nature whatsoever other than on June 30 to July 5 and December 31 of each year. (Ord. 11-001, 4-14-2011).
- D. Types Of Fireworks Permitted: Permitted fireworks are class C fireworks, or common fireworks, as defined in sections 50-37-101 and 105, Montana Code Annotated. It shall be unlawful to compound fireworks, or use fireworks in any way other than their intended use. A violation of this section is subject to the penalties set out in section [1-4-2](#) of this code and also section 50-37-110, Montana Code Annotated.
- E. Supervision Required: No parent of any child under the age of majority, eighteen (18), shall knowingly permit or consent to the possession or discharge of fireworks by any child under the age of majority within the city limits without adult supervision. No person under the age of majority shall possess or discharge fireworks without the permission or supervision of a parent or guardian. A violation of this section is subject to the penalties set out in section [1-4-2](#) of this code. (Ord. 300, 12-14-2004).

RESOLUTION NO. 21-003

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
MANHATTAN, MT TO ADOPT THE 2018 ENERGY CONSERVATION CODE.**

WHEREAS, on February 13, 2021, the State of Montana, Department of Labor and Industry, has adopted the 2018 edition of the International Energy Conservation Code, and;

WHEREAS, on February 13, 2021, the State of Montana, Department of Labor and Industry repealed the prior editions of the detailed codes and portions of the detailed codes which directly apply to its jurisdiction.

NOW, THEREFORE, BE IT RESOLVED that in conformance with the Notice from the State of Montana, Department of Labor and Industry and Manhattan Municipal Code Section 12-1-1 the Town of Manhattan hereby adopts those portions of the 2018 edition of the International Energy Conservation Code which was adopted by the State of Montana, Department of Labor and Industry on February 13, 2021 and which apply to the Town of Manhattan's jurisdictional area.

Effective Date: February 13, 2021

DATED THIS 11th day of March, 2021

Mayor

Attest:

Clerk/Treasurer