MONETT
PRIDE AND PROGRESS

CITY COUNCIL WORK SESSION

FEBRUARY 27, 2025 @ 9:30 AM
CITY HALL CONFERENCE ROOM

AGENDA

I. Call to Order

II. Pledge of Allegiance

III. Approval of the Agenda

IV. Regular Business

A. Discussion and Decision of Approval of Proposed Water and Sewer Rate Increase Options

B. Presentation of Proposed Bike Park for Monett's South Park Presented By Jordan Landers with American Ramp

C. Discussion Regarding the Kiwanis Playground Upgrades at the Monett South Park

D. Discussion Regarding the Newly Proposed Location for the Communication At&t Tower Lease Proposal

E. Discussion Regarding Increasing the Fees at the Windmill Golf Course

F. Discussion Regarding a New City Hangar at the Monett Regional Airport

G. Discussion Regarding Remodeling of Buildings in the Downtown District pertaining to the 2018 International Building Codes (IBC)

H. Discussion Regarding Additional Work Sessions

V. Convene Into Closed Session Pursuant to Sections 610.021-610.022RSMo for the Purpose of Discussing the Following: Security Measures as Defined by Section 610.021 (19) (a).

VI. Adjournment

WATER OPTION 1

	Level	Existing	2025 to 2026	2026 to 2027	2027 to 2028	2028 to 2029	2029 to 2030	2030+	2030 vs. Existing
1	Base (First 1,000 gallons)	$14.00	$17.00	$20.00	$21.50	$23.00	$24.50	$26.00	$12.00
2	Next 9,000 gallons	$3.13	$3.58	$3.87	$3.95	$4.03	$4.13	$4.24	$1.11
3	Next 90,000 gallons	$3.03	$3.44	$3.75	$3.82	$3.90	$3.99	$4.10	$1.07
4	Next 900,000 gallons	$2.93	$3.31	$3.63	$3.70	$3.77	$3.86	$3.96	$1.03
5	Next 1,000,000 gallons	$2.83	$3.18	$3.51	$3.58	$3.65	$3.73	$3.82	$0.99
6	All over 2,000,000 gallons	$2.68	$2.98	$3.33	$3.38	$3.44	$3.51	$3.59	$0.91

	Existing	2025 to 2026	2026 to 2027	2027 to 2028	2028 to 2029	2029 to 2030	2030+
Monthly Cost							
Avg. Res. (5,000 gal)	$26.52	$31.32	$35.48	$37.30	$39.12	$41.02	$42.96
Avg. Comm. (3.6M gal)	$10,069.87	$11,285.82	$12,497.33	$12,718.85	$12,957.27	$13,240.77	$13,561.16
Avg. Large Ind. (13M gal)	$32,310.00	$36,078.00	$40,273.00	$40,909.50	$41,656.00	$42,522.50	$43,509.00
Yearly Est. Revenue	$3,064,730	$3,617,526	$4,035,394	$4,157,687	$4,285,297	$4,423,546	$4,570,826
Yearly Est. Expenses	$3,614,000	$3,614,000	$4,034,030	$4,157,429	$4,282,321	$4,418,914	$4,562,424
Revenue Less Expenses	($549,270)	$3,526	$1,364	$258	$2,976	$4,632	$8,402

WATER OPTION 2

	Level	Existing	2025 to 2026	2026 to 2027	2027 to 2028	2028 to 2029	2029 to 2030	2030+	2030 vs. Existing
1	Base (First 1,000 gallons)	$14.00	$18.00	$20.00	$22.00	$24.00	$26.00	$28.00	$14.00
2	Next 9,000 gallons	$3.13	$3.49	$3.87	$3.91	$3.95	$4.01	$4.08	$0.95
3	Next 90,000 gallons	$3.03	$3.37	$3.75	$3.79	$3.83	$3.89	$3.95	$0.92
4	Next 900,000 gallons	$2.93	$3.25	$3.63	$3.67	$3.71	$3.77	$3.83	$0.90
5	Next 1,000,000 gallons	$2.83	$3.13	$3.51	$3.55	$3.59	$3.65	$3.71	$0.88
6	All over 2,000,000 gallons	$2.68	$2.94	$3.33	$3.37	$3.41	$3.46	$3.53	$0.85

Monthly Cost							
Avg. Res. (5,000 gal)	$26.52	$31.96	$35.48	$37.64	$39.80	$42.04	$44.32
Avg. Comm. (3.6M gal)	$10,069.87	$11,111.71	$12,497.33	$12,643.29	$12,789.25	$12,991.19	$13,225.22
Avg. Large Ind. (13M gal)	$32,310.00	$35,587.00	$40,273.00	$40,769.00	$41,265.00	$41,891.00	$42,737.00
Yearly Est. Revenue	$3,064,730	$3,616,246	$4,035,394	$4,162,324	$4,289,254	$4,428,226	$4,577,758
Yearly Est. Expenses	$3,614,000	$3,614,000	$4,034,030	$4,157,429	$4,282,321	$4,418,914	$4,562,424
Revenue Less Expenses	**($549,270)**	$2,246	$1,364	$4,895	$6,933	$9,312	$15,334

WATER OPTION 3

	Level	Existing	2025 to 2026	2026 to 2027	2027 to 2028	2028 to 2029	2029 to 2030	2030+	2030 vs. Existing
1	Base (First 1,000 gallons)	$14.00	$20.00	$22.00	$24.00	$26.00	$28.00	$30.00	$16.00
2	Next 9,000 gallons	$3.13	$3.33	$3.71	$3.75	$3.79	$3.85	$3.91	$0.78
3	Next 90,000 gallons	$3.03	$3.23	$3.61	$3.65	$3.69	$3.75	$3.81	$0.78
4	Next 900,000 gallons	$2.93	$3.13	$3.51	$3.55	$3.59	$3.65	$3.71	$0.78
5	Next 1,000,000 gallons	$2.83	$3.03	$3.41	$3.45	$3.49	$3.55	$3.61	$0.78
6	All over 2,000,000 gallons	$2.68	$2.88	$3.26	$3.30	$3.34	$3.40	$3.46	$0.78

	Existing	2025 to 2026	2026 to 2027	2027 to 2028	2028 to 2029	2029 to 2030	2030+
Monthly Cost							
Avg. Res. (5,000 gal)	$26.52	$33.32	$36.80	$39.00	$41.16	$43.40	$45.64
Avg. Comm. (3.6M gal)	$10,069.87	$10,795.67	$12,165.29	$12,311.34	$12,458.20	$12,675.24	$12,894.08
Avg. Large Ind. (13M gal)	$32,388.00	$34,825.00	$39,401.00	$39,897.00	$40,393.00	$41,129.00	$41,865.00
Yearly Est. Revenue	$3,064,730	$3,625,580	$4,040,120	$4,167,050	$4,293,980	$4,437,550	$4,581,130
Yearly Est. Expenses	$3,614,000	$3,614,000	$4,034,030	$4,157,429	$4,282,321	$4,418,914	$4,562,424
Revenue Less Expenses	**($549,270)**	$11,580	$6,090	$9,621	$11,659	$18,636	$18,706

SEWER OPTION 1

	Level	Existing	2025 to 2026	2026 to 2027	2027 to 2028	2028 to 2029	2029 to 2030	2030 vs. Existing
1	Base (First 1,000 gal)	$20.00	$17.00	$20.00	$21.50	$23.00	$24.50	$4.00
2	Per 1,000 gallons after	$2.65	$2.98	$3.04	$3.17	$3.23	$3.38	$0.73
	Monthly Cost							
	Avg. Res. (5,000 gal)	$27.95	$33.92	$35.16	$35.68	$36.92	$37.52	$9.57
	Avg. Comm. (15,664 gal)	$56.21	$65.70	$67.58	$69.48	$71.36	$73.56	$17.35
	Avg. Large Ind. (1.1M gal)	$2,933.33	$3,301.10	$3,368.12	$3,511.17	$3,578.19	$3,743.25	$809.92
	Yearly Est. Revenue	$3,190,756	$3,711,154	$3,813,649	$3,928,164	$4,030,231	$4,162,398	
	Yearly Est. Expenses	$3,280,985	$3,703,556	$3,798,799	$3,909,651	$4,025,926	$4,148,145	
	Revenue Less Expenses	**$(90,229)**	$7,598	$14,850	$18,513	$4,305	$14,253	

SEWER OPTION 2

	Level	Existing	2025 to 2026	2026 to 2027	2027 to 2028	2028 to 2029	2029 to 2030	2030 vs. Existing
1	Base (First 2,000 gal)	$20.00	$22.00	$23.00	$23.00	$24.00	$24.00	$4.00
2	Per 1,000 gallons after	$2.65	$3.15	$3.22	$3.35	$3.43	$3.58	$0.93
	Monthly Cost							
	Avg. Res. (5,000 gal)	$27.95	$31.45	$32.66	$33.05	$34.29	$34.74	$6.79
	Avg. Comm. (15,664 gal)	$56.21	$68.19	$70.22	$72.12	$74.30	$76.50	$20.29
	Avg. Large Ind. (1.1M gal)	$2,933.33	$3,485.01	$3,562.97	$3,705.89	$3,794.84	$3,959.74	$1,026.41
	Yearly Est. Revenue	$3,190,756	$3,705,218	$3,848,075	$3,957,590	$4,074,227	$4,200,637	
	Yearly Est. Expenses	$3,280,985	$3,703,556	$3,798,799	$3,909,651	$4,025,926	$4,148,145	
	Revenue Less Expenses	**$(90,229)**	$1,662	$49,276	$47,939	$48,301	$52,492	

City of Monett

2/25/2025, 12:33:03 PM

CityAerials2021
Red: Band_1
Green: Band_2
Blue: Band_3

airport
Red: Band_1
Green: Band_2
Blue: Band_3

Areas
Override 1
Override 2

Lines
Override 1
Override 2

Road Names
Parcels
City Boundary

1:1,128

0 0.01 0.01 0.03 mi

0 0.01 0.02 0.04 km

State of Missouri, Maxar, Microsoft

Anderson Engineering, Inc
State of Missouri, Maxar, Microsoft |

Represented by:
Custom Play Systems, Inc.
Bill Wickham
1024 SE Carmine Ct.
Blue Springs, MO 64014
Phone 816-795-7795
Toll Free: 888-371-7529
Email: playgroundbill@gmail.com
www.customplaysystems.com
www.miracle-recreation.com

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TO: Dave Dunn
South Park – Kiwanis Playground Items
Monett, Mo

Date: 2/14/2025

PRICE QUOTATION

QTY	MODEL #	DESCRIPTION	COST
1.134	Sq.Ft.	Poured In Place rubber safety surface, 3.5" thick, Color TBD (up to 8' fall height) Includes 4" compacted rock sub-base and Installation Hover Net Area in 38' Diameter	$ 19,976.00
1,702	Sq.Ft.	Poured In Place rubber safety surface, 3.5" thick, Color TBD (up to 8' fall height) Includes 4" compacted rock sub-base and Installation KC Unit in 37' x 46' Area	$ 29,981.00

Sales Tax	$	N/A
Material Surcharge	$	N/A
Freight	$	3,120.00
Total	$	53,077.00

3.5" Thick with 8' fall height PIP. Price includes rubber and 4" of compacted rock sub-base. Customer is responsible for excavation of existing surface to 7.5" below finish grade. Customer also responsible for 6" wide concrete curb or sidewalk containment around surface area.

Please note: All orders must be accompanied by the following: a signed price quotation and a tax exemption certificate issued by the state (if applicable). **All purchase orders are to made to:** CUSTOM PLAY SYSTEMS, 320 Lake Winnebago Dr, Lake Winnebago, MO 64034 and mailed to my office address above for prompt processing. Thank you.

Delivery Location: South Park, Monett, Mo

TERMS: Net 30, from date of invoice, with approved credit or cash in advance to receive a 2% discount on Miracle Recreation equipment.

- ***Unless otherwise noted, the above price quote does not include: prevailing wages, sales tax if applicable, permits, state or local approvals, performance bonds, engineering seals, testing, site preparation, installation, border, fall-saving material, unloading (Miracle recommends at least 3-4 adults, the Miracle driver cannot unload a shipment by himself), storage, security, fencing or landscaping.***

- At time of delivery, please check to make sure all pieces are accounted for. Any shortage or damage to the equipment must be brought to the driver's attention during unloading and noted on the delivery sheet. Customer is responsible for the security of equipment.

- Installation price, if quoted, assumes normal soil conditions and does not include rock excavation or grading to level. In the event that an underground obstruction, or "rock", in excess of twelve inches square by two inches thick is encountered during excavation, all expenses related to removal, relocation, or repair of the obstruction, will become an extra charge over and above the proposed estimate listed above. Not responsible for underground utilities or lines not detectable by dig-rite.

- Customer is responsible for supplying and maintaining fall-saving surfacing in compliance with CPSC guidelines.

This quotation, after acceptance by the buyer and when thereafter approved by an authorized official of the seller, in writing, will become a contract. Until so approved, this quotation is not a contract and is not binding on the seller in any way. This price quotation is valid for 30 days and is subject to possible price revision.

Please confirm ship to and bill to addresses:

Sold To:	Ship To:
Contact Name:	Contact Name:
Contact Phone:	Contact Phone:
Contact Fax:	Contact Fax:
E-Mail:	E-Mail:

Thank you for the opportunity to provide this proposal. I look forward to working with you.

Sincerely,

Accepted: ___________________________

Bill Wickham
District Representative

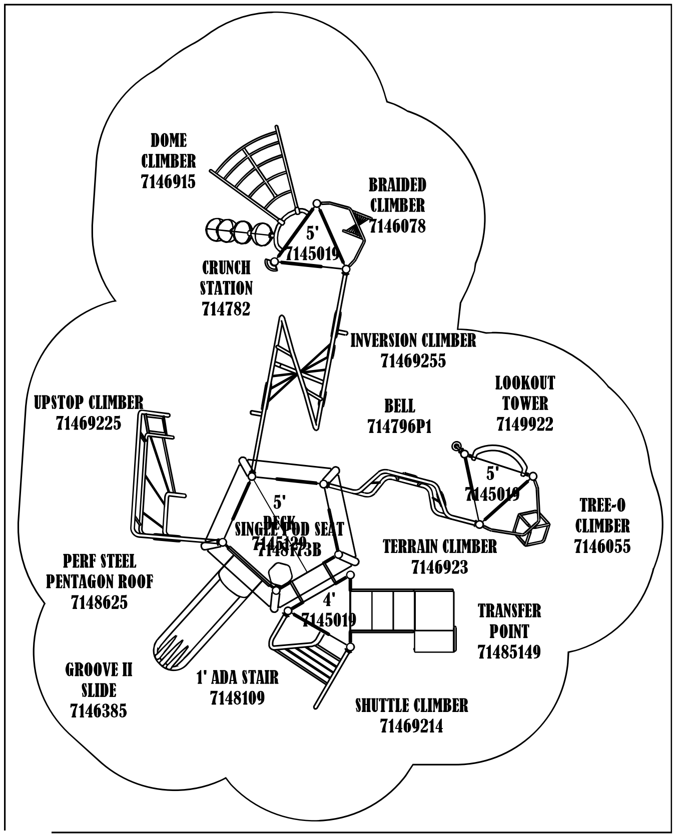
By: _________________________________
Signature

Date: ____________

South Park - Kiwanis Playgrounds
Monett, MO

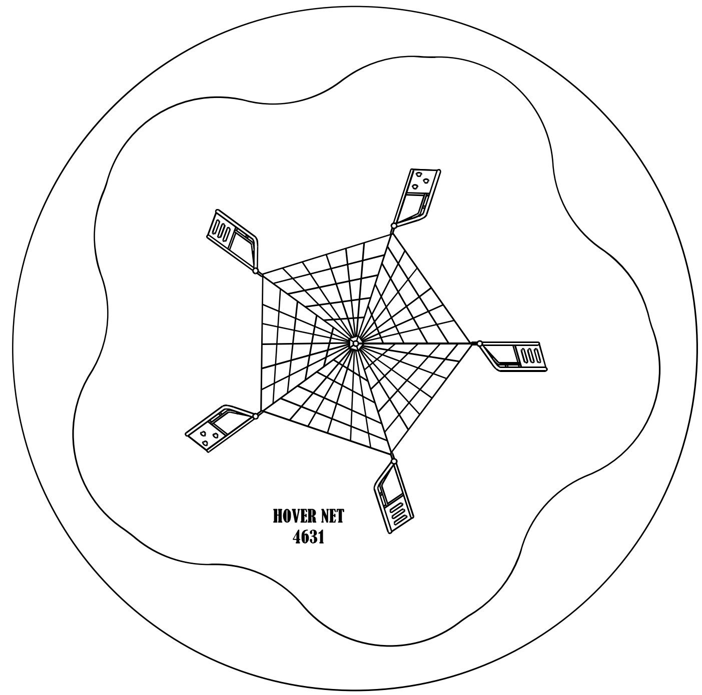
AGE GROUP: 5-12			
ELEVATED PLAY ACTIVITIES - TOTAL:	8		
ELEVATED PLAY ACTIVITIES ACCESIBLE BY TRANSFER:	5	REQ'D	4
ELEVATED PLAY ACTIVITIES ACCESIBLE BY RAMP:	0	REQ'D	0
GROUND LEVEL ACTIVITY TYPE:	4	REQ'D	3
GROUND LEVEL QUANTITY:	4	REQ'D	3

FOR KIDS AGES 5-12 YEARS



1,702 Square Feet

38' Diameter / 1,134 Sq.Ft.



IPEMA CERTIFIED TO ASTM F1487 — International Play Equipment Manufacturers Association — Public Play Equipment

To verify product certification, visit www.ipema.org

CUSTOM PLAY SYSTEMS, INC.
1024 SE Carmine Ct
Blue Springs,MO
PHONE NO: 888-371-7529
FAX NO:

GROUND SPACE: 78'-0" x 33'-6"

PROTECTIVE AREA: 88'-6" x 45'-0"

DRAWN BY: Bill Wickman | DATE: 2/14/2025

R0022_45695437155

✔ COMPLIES TO ASTM/CPSC

✔ COMPLIES TO ADA

To promote safe and proper equipment use by children. Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS

Miracle Recreation Equip. Co.
878 E. US Hwy 60
Monett, MO 65708
1-888-458-2752

QUOTE: R0022221274
CUSTOMER: 6570A10
Project: R0022_44865480498_02

Prepared For:

Dave Dunn
City of Monett
217 5th Street
Monett, MO 65708
417-235-3763 (phone)

Project Name & Location:

Attn: Kiwanis-South Park
South Park
Monett, Mo

Prepared by:

Custom Play Systems

1024 SE Carmine Ct
Blue Springs, MO 64014 USA
(816) 795-7795 (phone)
(816) 795-7795 (fax)
playgroundbill@gmail.com

Ship To Address:

Dave Dunn
City of Monett
217 5th Street
Monett, MO 65708
417-235-3763 (phone)

End User:

CITY OF MONETT
P.O. BOX 110
217 5TH ST.,
MONETT, MO 65708
000-000-0000 (phone)

Quote Number: R0022221274
Quote Date: 2/5/2025
Valid For: 30 Days From Quote Date

714S672 Base

Product line: KidsChoice
Age group: 5-12

Components

Part Number	Description	Qty	Weight	Unit Price	Total
7145019	TRIANGLE DECK (ATTACHES TO 3 POSTS)	3	75.00	1,032.00	3,096.00
7145129	PENTAGON DECK (ATTACHES TO 5 POSTS)	1	200.00	3,200.00	3,200.00
7145494	5" OD X 124" POST (4' DK)	3	70.00	425.00	1,275.00
714552	5" OD X 136" POST (3' TO 5' DKS)	4	75.00	454.00	1,816.00
714553	5" OD X 160" POST (5'6" TO 6'6" DKS)	2	90.00	500.00	1,000.00
714576	5" OD X 204" POST FOR ROOF (8' DK)	5	120.00	626.00	3,130.00
7146055	TREE-O CLIMBER (5' DK)	1	150.00	2,175.00	2,175.00
7146078	BRAIDED CLIMBER (8' DECK)	1	140.00	1,624.00	1,624.00
7146385	GROOVE II SLIDE (5' DECK)	1	200.00	2,484.00	2,484.00
7146915	DOME CLIMBER W/ORBS (5' DK)	1	180.00	3,985.00	3,985.00
71469214	SHUTTLE CLIMBER	1	150.00	2,570.00	2,570.00
71469225	UPSTOP CLIMBER	1	300.00	4,651.00	4,651.00
7146923	TERRAIN CLIMBER	1	250.00	4,232.00	4,232.00
71469255	INVERSION CLIMBER	1	600.00	9,971.00	9,971.00
714782	CRUNCH STATION	1	5.00	162.00	162.00
714796P1	BELL (POST MOUNT)	1	10.00	238.00	238.00
7148109	ADA STAIRS BETWEEN DECKS W/1' RISE	1	120.00	1,632.00	1,632.00

7148173B	SINGLE POD SEAT	1	15.00	700.00	700.00
71485149	SQ TRSFR POINT, CL HR (4' DK)	1	285.00	4,463.00	4,463.00
7148625	ROOF FOR PENTAGON DECK, PERF STEEL	1	500.00	4,249.00	4,249.00
7149922	LOOKOUT TOWER	1	50.00	1,381.00	1,381.00
714999Z	CUSTOMER SERVICE KIT (NO PRICE)	1	0.00	0.00	0.00

RiskSign_Included

Product line: Freestanding
Age group:

Components

Part Number	Description	Qty	Weight	Unit Price	Total
787Z	RISK MANAGEMENT SIGN - ENGLISH (NO PRICE)	1	0.00	0.00	0.00

Hover Net

Product line: Freestanding
Age group:

Components

Part Number	Description	Qty	Weight	Unit Price	Total
4631	HOVER NET	1	1,750.00	24,027.00	24,027.00
925920Z	TOUCH UP PAINT KIT - FREESTANDING (NO PRICE)	1	0.00	0.00	0.00

Additional Items

Part Number	Description	Qty	Weight	Unit Price	Total
105295	BAG ZIPLOCK 12" X 14" X 4MIL(OFFICE USE)	1	0.00	0.00	0.00
925961	THUMB DRIVE 2GB - MREC	1	0.00	0.00	0.00
INSTALL BOOK	INSTALL BOOK FOR PP ORDERS	1	0.00	0.00	0.00

Parts By Other

Part Number	Description	Qty	Weight	Unit Price	Total
Custom Sign	Custom Sign	1	0.00	2,810.00	2,810.00

Totals:

Equipment Weight:	6,420.00 lbs
Equipment List:	$82,061.00
Discount Amount:	-$28,722.00
Equipment Price:	$53,339.00
Freight:	$1,109.38
Products by Other:	$2,810.00
SubTotal:	$57,258.38
Estimated Sales Tax*:	$0.00
Grand Total:	**$57,258.38**

Notes:

Installation By Others

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734154, Dallas, TX 75373-4154, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

Quote Number: R0022221274 **Quote Date:** 2/5/2025 **Equipment:** $82,061.00 **Grand Total:** $57,258.38

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

Submitted By **Printed Name and Title** **Date**

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT

By:

Date:

ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Miracle within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR

INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMERS ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLES INSTALLATION AND OWNERS MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document and retransmission of any signed facsimile or other electronic transmission shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

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KS6044

GK

Network Real Estate, LLC
5055 Hwy N, Suite 200
St. Charles, MO 63304
Office: (636) 922-3400
Fax: (636) 922-3409

9/3/2024

Facilities Management Design and Construction Point of Contact

RE: Communication Tower Lease Interest – AT&T Mobility 150' Tower on Monett City Owned Property

Facilities Management,

AT&T Mobility is interested in leasing a portion of the property owned by the city of Monett MO for construction of a 150' communication tower. I have outlined the proposed terms below for your review, upon review please let me know if the terms are acceptable and I will send a draft lease agreement to you.

AT&T Mobility will be responsible for any necessary grading, fencing, utility installation, and construction of the site.

- Rent - $1,000 per month with 2% escalation every year
- One time option payment of $1000.00 will be paid when lease is fully executed.
- Term of lease – 40-year term.
- AT&T will pay any property taxes related to the tower facility and equipment
- The tower will be removed at termination of the lease to 1' below grade
- AT&T will carry industry standard insurance
- AT&T will be responsible for all zoning and permitting work required by the jurisdiction
- Lease area and access/utility are proposed locations only and can be adjusted per the property owner's preference.

If you have any questions, please feel free to give me a call at 314.229.5410.

Sincerely,

Glen Klocke
Network Real Estate, LLC
5055 Hwy N, Suite 200
St. Charles, MO 63304

Market:	[Insert Market]
Cell Site Number:	[Insert Site No.]
Cell Site Name:	[Insert Site Name]
Search Ring Name:	[Insert Search Ring]
Fixed Asset Number:	[Insert FA#]

OPTION AND LAND LEASE AGREEMENT

THIS OPTION AND LAND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by [Insert Landlord's Name] , a [Insert Jurisdictional State, and Entity Type] , having a mailing address of [Insert Landlord's Complete Mailing Address] ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, Atlanta, GA 30319 ("**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1,** together with all rights and privileges arising in connection therewith, located at [Insert Address if known, or Describe Location] , in the County of [Insert Name of County] , State of [Insert Name of State] (collectively, the "**Property**"). Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. <u>OPTION TO LEASE.</u>

(a) Landlord grants to Tenant an exclusive option (the "**Option**") to lease a certain portion of the Property containing approximately [Insert Sq Ft] square feet including the air space above such ground space, as described on attached **Exhibit 1**, (the "**Premises**"), for the placement of a Communication Facility in accordance with the terms of this Agreement.

(b) During the Option Term, and during the Term, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of [Spell Out Dollar Amount] and No/100 Dollars ($ .00) within thirty (30) business days after the Effective Date. The Option may be exercised during an initial term of one (1) year commencing on the Effective Date (the "**Initial Option Term**") which term may be renewed by Tenant for an additional one (1) year (the "**Renewal Option Term**") upon written notification to Landlord and the payment of an additional [Spell Out Dollar Amount] and No/100 Dollars ($ .00) no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "**Option Term.**"

(d) The Option may be sold, assigned or transferred at any time by Tenant without the written consent of Landlord. Upon notification to Landlord of such sale, assignment or transfer, Tenant shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(e) During the Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option, then Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, then this Agreement will terminate, and the parties will have no further liability to each other.

(f) If during the Option Term, or during the Term if the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, the Property or any of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**"), or in the event of a threatened foreclosure on any of the foregoing, Landlord shall immediately notify Tenant in writing. Landlord agrees that during the Option Term, or during the Term if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises, the Property or the Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Tenant from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.

2. PERMITTED USE. Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure ("**Structure**"), associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of the Surrounding Property as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use, including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant's safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Communication Facility within the Premises at any time during the Term. Tenant will be allowed to make such alterations to the Property in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

3. **TERM.**

(a) The initial lease term will be five (5) years (the "**Initial Term**"), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "**Term Commencement Date**"). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for [Insert Number of Renewal Terms] additional five (5) year term(s) (each additional five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions set forth herein unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party hereto by giving to the other party hereto written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rent during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

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

4. **RENT.**

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance, [Spell Out Dollar Amount] and No/100 Dollars ($ .00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, the Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within ninety (90) days after the Rent Commencement Date.

(b) In year two (2) of the Initial Term, and each year thereafter, including throughout any Extension Terms exercised, the yearly Rent will increase by two percent (2%) over the Rent paid during the previous year.

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

5. **APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 05 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 08 Condemnation or Section 19 Casualty.

7. **INSURANCE.** During the Option Term and throughout the Term, Tenant will purchase and maintain in full force and effect such general liability policy as Tenant may deem necessary. Said policy of general liability insurance will at a minimum provide a combined single limit of One Million and No/100 Dollars ($1,000,000.00). Notwithstanding the foregoing, Tenant shall have the right to self-insure such general liability coverage.

8. **INTERFERENCE.**

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. **INDEMNIFICATION.**

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

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

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Each of Tenant and Landlord (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Landlord ; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest in the form attached hereto as **Exhibit 10(b)**.

[NOTE: Section 10 (c) should be removed if Landlord is the record owner of the property as shown on the deed. In that case, the 2 exhibits referenced in that section should also be removed.]

(c) Landlord represents, warrants and agrees that: (i) Landlord controls the Property by that certain lease between Landlord and the owner of the Property ("Owner"), a true and accurate copy of which is attached hereto as Exhibit 10(c)(i) along with all amendments thereto (collectively, the "Ground Lease"); (ii) to the best of Landlord's knowledge, neither Owner nor Landlord is, or with the giving of notice, or passage of time (or both), will be in default under any of the terms or conditions of the Ground Lease; (iii) during the Term, Landlord will not terminate, materially modify, amend or assign the Ground Lease in a manner which adversely affects the rights or obligations of Tenant without the prior written consent of Tenant; (iv) during the Term, Tenant shall not be responsible for any cost or expense under the Ground Lease unless expressly set forth in this Agreement with specific reference to the applicable section of the Ground Lease; and (v) Landlord shall timely perform and comply with all the terms and conditions of the Ground Lease, and not do anything or permit anything that would result in a default under or cause the Ground Lease to be terminated. Within thirty (30) days after the Effective Date, Landlord agrees to provide Tenant a consent, non-disturbance and attornment agreement substantially in the form attached hereto as **Exhibit 10(c)(iii)** executed by Landlord and Owner.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding (**"Claims"**), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnification provisions contained in this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 01 will survive the expiration or termination of this Agreement.

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

12. ACCESS. At all times throughout the Term of this Agreement, Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access (**"Access"**) to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term. If Tenant elects to utilize an Unmanned Aircraft System (**"UAS"**) in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at a Property, Landlord hereby grants Tenant, or any UAS operator acting on Tenant's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, $500 per day in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days after the termination of this Agreement, Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Footings, foundations, and concrete will be removed to a depth of one-foot below grade. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs, or other vegetation, nor will Tenant be required to remove from the Premises or the Property any underground utilities.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to sub-meter from Landlord. When sub-metering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Tenant shall reimburse Landlord for such utility usage at the same rate charged to Landlord by the utility service provider. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within sixty (60) days of receipt of the usage data and required forms. Landlord shall maintain accurate and detailed records of all utility expenses, invoices and payments applicable to Tenant's reimbursement obligations hereunder. Within fifteen (15) days after a request from Tenant, Landlord shall provide copies of such utility billing records to the Tenant in the form of copies of invoices, contracts and cancelled checks. If the utility billing records reflect an overpayment by Tenant, Tenant shall have the right to deduct the amount of such overpayment from any monies due to Landlord from Tenant.

(c) As noted in Section 0(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(d) Tenant will have the right to install utilities, at Tenant's expense, and to improve present utilities on the Property and the Premises. Landlord hereby grants to any service company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, then Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:

If to Tenant: New Cingular Wireless PCS, LLC
Attn: Tower Asset Group - Lease Administration
Re: Cell Site #: [Site #:]; Cell Site Name: [Insert Site Name] **(add state abbreviation)**
Fixed Asset #: [Insert FA #:]
1025 Lenox Park Blvd NE
Atlanta, Georgia 30319

With a copy to: New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: [Site #:]; Cell Site Name: [Insert Site Name] **(add state abbreviation)**
Fixed Asset #: [Insert FA #:]
208 S. Akard Street
Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: [____________________]
[____________________]
[____________________]

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

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section 19, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES.

(a) Landlord shall be responsible for (i) all taxes and assessments levied upon the lands, improvements and other property of Landlord including any such taxes that may be calculated by a taxing authority using any method, including the income method, (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with this Agreement, and (iii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with a sale of the Property or assignment of Rent payments by Landlord. Tenant shall be responsible for (y) any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21 and (z) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Tenant. Nothing herein shall require

Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant in a timely manner and Tenant's rights with respect to such taxes are prejudiced by the delay, Landlord shall reimburse Tenant for any increased costs directly resulting from the delay and Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17. Promptly after the Effective Date, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax address changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. <u>SALE OF PROPERTY.</u>

(a) Landlord may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Landlord's full interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Tenant or any subtenant, any obligation of Landlord under this Agreement, including Landlord's obligation to cooperate with Tenant as provided hereunder.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or the Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this Section 2222(b) to Tenant. Until Tenant receives all such documents, Tenant's failure to make payments under this Agreement shall not be an event of default and Tenant reserves the right to hold payments due under this Agreement.

i. Old deed to Property
ii. New deed to Property
iii. Bill of Sale or Transfer
iv. Copy of current Tax Bill
v. New IRS Form W-9
vi. Completed and Signed Tenant Payment Direction Form
vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or the Surrounding Property for the installation, operation or maintenance of other wireless communication facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communication facility or equipment.

(d) The provisions of this Section 22 shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. <u>RIGHT OF FIRST REFUSAL</u>. Notwithstanding the provisions contained in Section 22, if at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with this Agreement or an offer to purchase an easement with respect to the Premises (**"Offer"**), Landlord shall immediately furnish Tenant with a copy of the Offer. Tenant shall have the right within ninety (90) days after it receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the Offer. Such writing shall be in the form of a contract substantially similar to the Offer but Tenant may assign its rights to a third party. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may sell, convey, assign or transfer such property interest in or related to the Premises pursuant to the Offer, subject to the terms of this Agreement. If Landlord attempts to sell, convey, assign or transfer such property interest in or related to the Premises without complying with this Section 23, the sale, conveyance, assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section 23. Tenant's failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Section 23 with respect to any future proposed conveyances as described herein.

24. <u>MISCELLANEOUS.</u>

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum of Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as **Exhibit 24(b)**. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease.

(c) **Limitation of Liability**. Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law**. Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(o) **No Additional Fees/Incidental Fees.** Unless otherwise specified in this Agreement, all rights and obligations set forth in the Agreement shall be provided by Landlord and/or Tenant, as the case may be, at no additional cost. No unilateral fees or additional costs or expenses are to be applied by either party to the other party, for any task or service including, but not limited to, review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(p) **Further Acts.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Tenant may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and permitted use contemplated by this Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

"LANDLORD"

[Insert Landlord's Name]
[Insert Jurisdictional State, and Entity Type]

By: ______________________________
Print Name: [________________________]
Its: _____[Insert Title]
Date: _____[Insert Date]

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: ______________________________

Print Name: [________________________]
Its: _____[Insert Title]
Date: _____[Insert Date]

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF ______________________)
) ss:
COUNTY OF ____________________)

On the _____ day of __________________, 20___, before me personally appeared _________________, and acknowledged under oath that he/she is the __________________ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

____
Notary Public: __________________________
My Commission Expires: _________________

LANDLORD ACKNOWLEDGMENT

STATE OF _______________________)
) ss:
COUNTY OF ____________________)

On the _____ day of ___________, 20__ before me, personally appeared _________________________, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

____
Notary Public: __________________________
My Commission Expires: _________________

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page of

to the Land Lease Agreement dated [Insert Date] , 20 , by and between [Insert Landlord's Name] , a [Insert Jurisdictional State, and Entity Type] , as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

The Premises are described and/or depicted as follows:

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the Effective Date, is free of hazardous substances except as follows:

[INSERT AS APPLICABLE]

EXHIBIT 24(b)

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

MEMORANDUM
OF
LEASE

This Memorandum of Lease is entered into on this day of , 20 , by and between [Insert Landlord's Name] , a [Insert Jurisdictional State, and Entity Type] having its principal office/residing at [Insert Landlord's Address] (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, Atlanta, GA 30319 ("**Tenant**").

1. Landlord and Tenant entered into a certain Option and Land Lease Agreement ("**Agreement**") on the day of , 20 , for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The initial lease term will be five (5) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option, with [[Spell It] ( )] successive automatic five (5) year options to renew.

3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.

4. The Agreement gives Tenant a right of first refusal in the event Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Premises.

5. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

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

LANDLORD:

[Insert Landlord's Name] , a
[Insert Jurisdictional State, and Entity Type]

By: ______________________________
Print Name: [______________________]
Its: _____[Insert Title]
Date: _____[Insert Date]

TENANT:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: ______________________________
Print Name: [______________________]
Its: _____[Insert Title]
Date: _____[Insert Date]

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF ________________________)
) ss:
COUNTY OF ______________________)

On the _____ day of __________________, 20___, before me personally appeared __________________, and acknowledged under oath that he/she is the ____________________ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

____
Notary Public: ____________________________
My Commission Expires: __________________

LANDLORD ACKNOWLEDGMENT

STATE OF ________________________)
) ss:
COUNTY OF ______________________)

On the _____ day of ____________, 20__ before me, personally appeared __________________________, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

____
Notary Public: ____________________________
My Commission Expires:

EXHIBIT 1 TO MEMORANDUM OF LEASE

DESCRIPTION OF PROPERTY AND PREMISES

to the Memorandum of Lease dated , 20 , by and between [Insert Landlord's Name] , a [Insert Jurisdictional State, and Entity Type] , as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

The Premises are described and/or depicted as follows:

W-9 FORM

[FOLLOWS ON NEXT PAGE]

MONETT
PRIDE AND PROGRESS

Randy Burke, Mayor
Ken Gaspar, Commissioner • Darren Indovina, Commissioner
Christopher T. Weiner, City Administrator

www.cityofmonett.com
217 Fifth Street • Monett, Missouri 65708
(417) 235-3763

Bill NO. XXXX

Resolution NO XXXX

DRAFT

A RESOLUTION FOR FEE SCHEDULE FOR 2025/2026 AT WINDMILL RIDGE GOLF COURSE

WHEREAS, The city of Monett owns and operates a municipal golf course known as, Windmill Ridge Golf Course

Whereas, in accordance with Title II, Article III, Section 230.190 of the Monett City Code, fees for the operation of Windmill Ridge Golf course will be reviewed and established by the City Council, and,

WHEREAS Section 230-190 (B) requires that any change in rates at Windmill Ridge Golf Course be posted to the public with 30 days advanced notice; and,

WHEREAS, the City of Monett desires to modify the fees assessed to address fees charged at Windmill Ridge Golf Course to focus on revenues, and maintain competitive within the regional market, effective April 1st, 2025

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONETT, MISSOURI, AS FOLLOWS:

GREEN FEES:	18 HOLES:	9 HOLES:
SINGLE GOLFER	$27.00	$22.00
SINGLE GOLGER WITH CART:	$44.00	$36.00
SENIOR GOLFER:	$25.00	$20.00
SENIOR GOLFER WITH CART:	$40.00	$35.00
SINGLE CHILD OR STUDENT:	$40.00	$35.00
CART RENTAL: SINGLE GOLFER	$17.00	$12.00
CART RENTAL: MEMBER	$14.00	$9.00

Randy Burke, Mayor
Ken Gaspar, Commissioner • Darren Indovina, Commissioner
Christopher T. Weiner, City Administrator

www.cityofmonett.com
217 Fifth Street • Monett, Missouri 65708
(417) 235-3763

MEMBERSHIP PRICES APRIL 1, 2025, THROUGH March 31st, 2026

SINGLE GOLFER	$750.00
FAMILY, (UP TO 4)	$1200.00
ADDITIONAL CHILD, OF MEMBER PARENT	$80.00
INDIVIDUAL CHILD, OR STUDENT (8 TO 17)	$130.00
SINGLE SENIOR (60 YEARS OF AGE)	$650.00
SENIOR COUPLE (BOTH OVER 60	$950.00

MEMBER DAILY TRAIL FEE:	$12.00 PRIVATE CART
MEMBER ANNUAL CART STORAGE	$250.00 PRIVATE CART
MEMBER MONTHLY CART STORAGE	$25.00 PRIVATE CART

PASSED by the city council of Monett, Missouri and APPROVED by the mayor this 27th day of February, 2025

Randy Burke, Mayor

ATTEST:

Kelley McMillan, City Clerk