

4-11-17
12

THIS LEASE IS THE PROPERTY OF:

Woodbury County, Iowa
620 Douglas Street, Suite 104
Sioux City, Iowa 51101

AND THE PROPERTY OF:

Customer Support Manager, State of Iowa,
Motorola Solutions
1303 E. Algonquin Road
Schaumburg, IL 60196
ATTN: Dave Gordon
Phone: 319-377-6686

and

Law Department
Motorola Solutions, Inc.
500 W, Monroe St. 43rd Floor
Chicago, IL 60661
ATTN: Rich Heller
Phone: (847) 576-1817
Fax: (312) 559-5694

C/O Starcomm Public Safety Board
P.O. Box 447
Sioux City, Iowa 51102
ATTN: Glenn Sedivy
Phone: (712) 279-6959
Fax: (712) 279-6157

And

The City of Sioux City, Iowa
405 6th Street, P.O. Box 447
Sioux City, Iowa 51102

PATRICK T. O'ILL
WOODBURY COUNTY
AUDITOR & RECORDER &
COMM. OF ELECTIONS
2017 MAY 4 AM 10:31

SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT (hereinafter called "Lease"), is made and entered into as of this 17th day of APRIL, 2017, by and between Woodbury County, Iowa, whose address is 620 Douglas Street, Suite 104, Sioux City, Iowa 51101 under the direction of the Starcomm Public Safety Board, whose address is P.O. Box 447 Sioux City, Iowa 51102 and the City of Sioux City, Iowa whose address is 405 6th Street, P.O. Box 447, Sioux City, IA 51102, hereinafter called "Lessors", and Motorola Solutions, Inc. having an address of 500 W. Monroe St., Chicago, IL 60661, hereinafter called "Lessee".

In consideration of the covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. Leased Premises. The Sioux City Community School District ("District") in the Counties of Woodbury and Plymouth, State of Iowa is the owner of that certain real property described below (the "Property"), which is the subject of a lease agreement dated October 25, 2004 between the District, Woodbury County, Iowa, and the City of Sioux City, Iowa. Lessors hereby Lease to the Lessee, for the period, at the rental, and upon the terms and conditions hereinafter set forth, certain portions of the Property, tower, and a portion of the interior space on the ground (the "Premises") located on the Property within the city limits of Sioux City, Iowa.

2. Communications Equipment Upgrade and Installation. A detailed list of Communications Equipment to be installed and upgraded by the Lessee at the Property and a detailed Site Plan is hereby attached as **Exhibit A** and incorporated herein as if fully set forth in this Agreement.

“Communications Equipment” shall be defined as: a communications facility including (without limitation); equipment cabinets; backup power sources (including batteries, generators and fuel storage tanks); and other associated equipment, fixtures, wiring, and cabling.

Lessee shall cause the Communications Equipment to be fully installed and upgraded on the Property by June 16, 2017. All costs associated with the installation of Communications Equipment and upgrading of the existing system shall be borne by the Lessee. The Communications Equipment shall service the public safety communication needs of the area.

The legal description for the location of the above tower and equipment is:

A lease of land being part of Blocks 7, 8 and 9 and the vacated alleys thereof and part of vacated Amanda Avenue, vacated W. 23rd Street and vacated W 22nd Street, all in Highland Park Fourth Filing to Sioux City, Woodbury County, Iowa, more particularly described as follows:

Commencing at the southeast corner of said Highland Park Fourth Filing; thence N 89°57'11"W along the south line of said Highland Park Fourth Filing for 591.18 feet; thence N 00°02'49"E for 36.91 feet to the point of beginning of said lease description; thence N 22°36'05"W for 519.62 feet; thence S 82°36'05"E for 519.62 feet; thence S 37°23'55"W for 519.62 feet to the point of beginning. Said lease containing an area of 116,913.43 square feet or 2.68 acres.

Also an ingress/egress easement over and across Block 6, Block 7 and vacated W. 23rd Street in said Highland Park Fourth Filing to Sioux City, Woodbury County, Iowa. Also a utility easement over and across Lots 1, 2 and 3 in said Block 9 and that part of vacated W. 22nd Street adjacent thereto, and part of vacated Berry Street adjacent to said Lot 1, Block 9 and across Lots 18 through 30 inclusive in said Block 8 and that part of the vacated alley adjacent thereto, all in said Highland Park Fourth Filing to Sioux City, Woodbury County, Iowa

(3430 W. 23rd Street)

3. Access. Lessors also grant to Lessee, and its employees, contractors, agents, representatives, and assigns, access to the Property and Premises described in paragraph one (1) above, seven days a week, 24 hours a day, throughout the term of this Lease, provided that, prior to Lessee or Lessee's contractors climbing the tower for antenna access, Lessee will give Lessors no less than 12 hours prior notice. To allow this access to climb the tower or Fenced Compound, Lessors will give Lessee a key to the lock on the Compound. Each time the Lessee's employee(s) access the location all the Lessee's employees will notify the Facility Manager, in writing, in person or if necessary over the phone by calling (712) 279-6960. These employees will be subject to criminal background checks, except in emergency situations and when otherwise agreed upon by Lessors in writing. Security access to the sites compound will be provided by the Starcomm Director or Facility Manager. Each employee of Lessee who climbs the tower will have in their possession a card showing that they have completed the Qualified Climber/Rescue course offered through Comtrain or similar program approved by Lessors. Each employee of Lessee will follow all OSHA regulations while climbing any portion of the tower including wearing all required

safety harnesses and will use the safety climbing cable while on the tower. There will never be fewer than 2 certified climbers on the site during any type of climbing on the tower.

4. Initial Term and Commencement Date of Lease . The “Initial Term” of this Lease shall be for a period of Thirteen (13) years. The “Commencement Date” for the Initial Term of this Lease begins upon the start of installation of the Communications Equipment as described in Paragraph 1, in and about the Premises and expiring on the date which is thirteen (13) years thereafter. Lessee shall provide written notification to the Parties of the date when installation shall commence. In any event the commencement date shall be no later than April 1, 2017.

5. Renewal Terms. Lessors hereby grant to Lessee the right, privilege and option to extend this Lease for four (4) additional “Renewal Terms” of Five (5) years; provided that the total length of all terms does not extend beyond the term of the Lease Agreement between Lessors and Sioux City Community School District in the Counties of Woodbury and Plymouth, State of Iowa (scheduled to expire September 30, 2034); each with the consent and written approval from Lessors, from the end of the Initial Term, under the same terms, covenants and conditions as herein contained, provided that Lessee is not in default of any of the terms, covenants or conditions of this Lease at the conclusion of the Initial Term or any prior Renewal Term, respectively. This Lease shall automatically terminate unless Lessee gives written notice of the desire to extend or renew the Lease at least one hundred eighty (180) days prior to the end of the applicable term and obtains Lessors’ consent to each requested extension.

6. Termination.

a. Both Lessors and Lessee shall have the right to terminate this Lease for cause, in the event the other party defaults on any material provision of this Lease, and in the event that such default is not cured within thirty (30) days after written notice thereof is provided to the other party. Said curative period shall be extended another thirty (30) days provided defaulting party has shown a good faith effort to cure default. Notwithstanding the foregoing, the curative period for any monetary default is thirty (30) days from receipt of written notice and the curative period for lapse in insurance coverage is ten (10) days from the receipt of written notice

b. The parties agree that in the event that federal or state law requires the installation of backup power sources or supplies that the terms of this Lease will require an amendment to be negotiated between the parties. No additional equipment shall be placed upon the Premises by Lessee without the written consent of Lessors. Notwithstanding the foregoing, Lessee may install upgraded Communications Equipment to replace existing Communications Equipment without the written consent of Lessors. However, a detailed list of replaced items must be promptly provided to the Lessors.

c. This Lease may be terminated without further liability as set forth below:

1) by either party in the event the other party defaults on any material provision of this Lease, and in the event that such default is not cured within thirty (30) days after written notice thereof is provided to the other party. Said curative period shall be extended another thirty (30) days provided defaulting party has shown a good faith effort to cure default. Notwithstanding the foregoing, the curative period for any monetary default is thirty (30) days from receipt of written notice and the curative period for lapse in insurance coverage is ten (10) days from the receipt of written notice; or

2) by Lessee if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of Lessee’s facilities; or

3) by Lessee if Lessee is unable to occupy and utilize the tower site due to an action of the FCC, including without limitation, a take-back of channels, a change in frequencies, or a change in licensed coverage area; or

4) by Lessee if Lessee determines that the tower site is not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference; or

5) by Lessors if the Lessors determine the tower site is no longer suitable to be used by Lessors for their operation and the Lessors choose to remove the building; or

6) by Lessors after the expiration of the initial term of this Lease upon providing Lessee with written notice. Such notice, if given by Lessors, must be given not less than three hundred sixty-five (365) days prior to the date therein specified (this time is given for Lessee to find a new site, get zoning approval, construct a new site and move Lessee's Communications Equipment); or

7.) by Lessors at any time upon occurrence of a Separation Event, as that term is defined in 14(f), by giving at least thirty (30) days' notice in writing to the Lessee.

8) by the parties mutual agreement.

d. In the event of termination or expiration of this Lease, Lessee shall have a reasonable period of time (not exceeding ninety (90) days from the effective date of termination unless a longer time is allowed elsewhere in this Lease) to remove all Communications Equipment from the Premises, however all improvements to the tower and/or ancillary structures shall be left in place and in good repair by the Lessee. Upon expiration of this Lease, Lessee shall restore the Premises to reasonably good condition and repair, subject to ordinary wear and tear on the Premises, which is specifically excepted. Failure of Lessee to remove its Communications Equipment at the expiration or termination of this Lease may result in Lessors removing the equipment and payment of all charges occasioned by such removal will be the responsibility of the Lessee.

7. Initial Term Rent

a. Lessee shall pay Woodbury County, Iowa, administrator of funds of Starcomm Public Safety Board Ten Dollars (\$10) and other good and valuable consideration as full consideration for the initial Term and all Renewal Terms of this Lease. Unless otherwise specified in this Lease, each party shall bear its own costs.

8. Use and Non-Interference of Premises. Lessee shall have the right to use the Property and Premises for the purpose of installing, removing, replacing, modifying, repairing, maintaining, and operating a communications facility including (without limitation) antennae and radios (including microwave antennae and radios); equipment cabinets; backup power sources (including batteries, generators and fuel storage tanks); and other associated equipment, fixtures, wiring, and cabling (collectively the "Communications Equipment"). The parties acknowledge that (a) the Communications Equipment will be owned by Lessee, the State of Iowa, or their respective assignee and (b) the Communications Equipment will be used for emergency services, public safety and other governmental purposes, including the Iowa State Patrol and other Iowa state agencies, and any federal, state, county, municipality or other governmental body, including any department or agency thereof. Lessee shall not do or permit any activities upon the Premises, which would cause interference to Lessors or with Lessors' principle use of the Premises as a lattice tower in the City of Sioux City, Iowa 3420 W. 23rd Street. The Lessee will be allowed to install its Communications Equipment inside and outside the communications tower house. This is not an exclusive lease of the premises. Lessors retain the right to lease additional space to other

Tenants provided that the additional Tenants' equipment does not interfere with the activities and transmission signals of the Lessee. Additionally, Lessors will continue to use the premises for their own business or public safety purposes. Lessors affirmatively covenant that except for acts of God, neither Lessors nor their employees, agents, representatives, invitees, other tenants or licensees shall cause or allow others to cause interruption of electrical power or interruption of telephone service to the Communication Equipment.

9. Insurance and Indemnification.

Unless self-insured, at all times during the term of this Lease, Lessee shall at its expense carry and maintain for the mutual benefit of the Lessors:

a. Commercial General liability insurance against the claims for personal injury, death or property damage occurring in or about the Leased Premises or resulting from the installation, operation or maintenance of the Lessee's Communications Equipment on the Leased Premises, such insurance to be in the amount of \$1,000,000.00 for personal injuries and deaths resulting from any one accident and for property damage in any one accident, and an aggregate coverage in the amount of \$3,000,000.00 with Lessors included as additional insureds.

b. A Standard Workmen's Compensation and Employer's Liability Insurance Policy in the amount equal to the limit of liability and in a form prescribed by the laws of the state in which the Leased Premises is located.

c. Any contract workers contracted by Lessee shall also carry similar insurance as set forth in a. and b. above.

10. Damage or Destruction. If the Premises are damaged, destroyed by fire, winds, flood, or other natural or manmade cause, Lessors shall have the option to repair or replace the Premises at their sole expense, or to terminate this Lease effective on the date of such damage or destruction. Notwithstanding the foregoing, for purposes of implementing the ninety (90) day period specified in 6(d), the ninety (90) day period shall commence upon the later of (i) the Lessors having notified the Lessee of a decision not to repair or replace the Premises or (ii) sixty (60) days having passed without Lessors having notified Lessee of a decision to repair or replace the Premises (unless the Lessors have begun repair or replacement activities). In the event Lessors elect to terminate this Lease, Lessee shall have no further obligations hereunder. Lessors shall have up to sixty (60) days to decide on whether to repair or replace the Premises. Failure by Lessors to notify Lessee within sixty (60) days of Lessors' decision to repair or replace the Premises shall be deemed an election by Lessors to terminate this Lease, unless the Lessors have begun repair or replacement activities. If Lessors elect to repair or replace the Premises, Lessee shall have the option of either abating the rent due until such repair or replacement is completed and the Premises are restored to a condition that the Lessee can resume full operations at the Premises; or until Lessee begins operating a mobile telecommunication base station on the Premises. Lessee may immediately erect on an unused portion of the Property a temporary communications facility. In the event such repairs or restoration are not commenced within thirty (30) days or completed within ninety (90) days, Lessee may elect to terminate this Lease by so notifying Lessors in writing, The option to operate a mobile telecommunications base station on the Premises is subject to the Lessee obtaining all required State and local permits and obtaining verbal consent of the Starcomm Public Safety Board, said consent shall not be unreasonably withheld. Said verbal consent will be confirmed electronically or in writing by the Starcomm Public Safety Board within twenty-four (24) hours. If there is a condemnation of the Premises, then this Lease will terminate upon transfer of title to the condemning authority, without further liability to either party except for Lessors' obligation to reimburse Lessee for any prepaid fees. Lessee is entitled to pursue a separate condemnation award from the condemning authority. Lessors shall notify

Lessee in writing within ten (10) days after it receives notice of any actual or contemplated condemnation proceedings.

11. Taxes. Lessors shall pay and be responsible for all taxes on the Premises, and Lessee shall pay and be responsible for all taxes due on Lessee's equipment and fixtures installed on the Premises.

12. Notices. Any notices required or permitted to be given hereunder shall be given in writing, and shall be deemed to have been given only upon receipt after mailing by certified or registered first class mail, postage prepaid, return receipt requested, or sending by reliable overnight courier and addressed to the parties as follows:

Lessors: Woodbury County, Iowa
Board of Supervisors
620 Douglas Street, Suite 104
Sioux City, Iowa 51101
Phone: 712-279-6525

Starcomm Public Safety Board
P.O. Box 447
Sioux City, Iowa 51102
ATTN: Glenn Sedivy
Phone: (712) 279-6959
Fax: (712) 279-6157

City Clerk
City of Sioux City, Iowa
405 6th Street, P.O. Box 447
Sioux City, Iowa 51102

Lessee: Customer Support Manager, State of Iowa,
Motorola Solutions
1303 E. Algonquin Road
Schaumburg, IL 60196
ATTN: Dave Gordon
Phone: 319-377-6686

Law Department
Motorola Solutions, Inc.
500 W. Monroe St., 43rd Floor
Chicago, IL 60661
ATTN: Rich Heller
Phone: (847) 576-1817

13. Hazardous Materials. At no time during the term hereof shall the Lessee store, place, leave or deposit at the tower or the Premises any substance or material which, if known to be present on or at such property, would require cleanup, removal or some other remedial action under any federal, state or local law, including statutes, regulations, ordinances, codes, rules and other governmental restrictions and requirements relating to the discharge of air pollutants, water pollutants, processed waste water, solid

wastes, or otherwise relating to environmental hazardous substances, including but not limited to the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, and all acts amendatory thereto, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, and regulation of any State Department of Natural Resources or State Environmental Protection Agency now or at any time hereinafter in effect. The Lessee agrees to and does hereby indemnify and save the Lessors and owners harmless from any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses relating in any way to Lessee's violation of this Section, and this indemnification obligation shall survive the expiration or termination of this Lease. Lessors acknowledge and agree that Lessee shall have no liability or responsibility whatsoever for any environmental violations or issues, at the tower or premises, existing prior to the date of Lessee's occupancy or otherwise not caused by Lessee. Lessors represent and warrant that they have no knowledge of any pre-existing environmental contamination on or about the Property or any substance, or chemical, or waste on the Property that is identified in any applicable state, federal, or local law or regulation as being hazardous, toxic, or dangerous. Lessors shall not introduce or allow any other tenant or licensee to introduce any such substance or chemical or waste onto, near or adjacent to the Property in violation of applicable law.

14. Miscellaneous Provisions.

a. Lessors warrant that (i) Lessors are the owners of the tower and owners and/or lessees of the tower site property; (ii) that Lessors have full right, power, and authority to execute this agreement and if necessary have obtained all necessary consents to sublease the Premises; (iii) that Lessors will not have unsupervised access to the Communication Equipment on the Premises; (iv) that the Property: (a) abuts a public right-of-way over which practical access is possible, or (b) is accessible over easements appurtenant to such site; and (v) that to the best of Lessors' knowledge making of this Lease and the performance thereof will not violate any zoning or other laws, ordinances, restrictive covenants or the provision of any mortgage, lease or other agreements under which Lessors are bound and which restricts itself in any way with respect to the use or disposition of the Property. Lessors covenant that Lessee, in paying Rent and performing the covenants by Lessee herein made, shall and may peacefully and quietly have, hold, and enjoy the Leased Premises.

b. Lessee may, at its expense, make such improvements to the Property and Premises as it deems necessary for the operation of the Communication Equipment with prior written approval of the Lessors. Lessee shall obtain all necessary governmental and regulatory approvals required for Lessee's occupation and use of the Premises, including but not limited to zoning changes, and shall be responsible for the cost of obtaining such approvals. Lessors shall cooperate with Lessee in obtaining such approvals.

c. The provisions of this Lease shall bind and inure to the benefit of the parties hereto and their heirs, legal representatives, successors and assigns. References to Lessee herein shall include Lessee's transferees, successors, and assigns. References to Lessors herein shall include Lessors' transferees, successors, and assigns.

d. This Lease and the attached exhibits contain the entire agreement of the parties with respect to its subject matter and supersede any prior oral or written agreements.

e. This Lease may be amended in writing only, signed by all the parties in interest at the time of such amendment.

f. Lessee may assign this Lease to the State of Iowa or any of its departments, agencies or designees, or to any of Lessee's affiliates without the prior consent of Lessors. In addition, in the event Lessee

separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Lessee may, without the prior written consent of Lessors and at no additional cost to Lessee, assign this Lease such that it will continue to benefit the Separated Business and its affiliates following the Separation Event. In the event of such a permitted transfer, Lessee shall provide written notice to Lessors of the Separation Event within thirty days of the completion of the Separation Event. This Lease shall continue as a direct lease between Lessors and any permitted transferee, and the original Lessee shall be released from any and all future liability hereunder. Lessee shall notify Lessors in writing of the name and address of any assignee. This Lease may be assigned by Lessors without the consent of Lessee provided that the assignee shall occupy and use the Premises subject to this Lease. Lessors shall notify Lesseees in writing of the name and address of any assignee.

g. No waiver by either party of any provision herein shall be deemed a waiver of any other provision or of any prior or subsequent breach of any provision herein.

h. If any term or provision of this Lease is held to be invalid or unenforceable, such invalidity or unenforceability shall not be construed to affect any other provision of this Lease and the remaining provisions shall be enforceable in accordance with their terms.

i. This agreement shall be governed by and construed in accordance with the laws of the State of IOWA, without regard to its conflicts of law principles.

j. If Lessee does not vacate the Premises in accordance with the Lease terms upon valid termination of this Lease, such holding over shall be treated as creating a month to month tenancy. This holdover will not be approved for more than ninety (90) days. Rent during the holdover will be 150% of the current rent. Further, if Lessee does not vacate the Premises as required, Lessee's Communications Equipment may be removed by Lessors at Lessee's expense. Any bill for removal of Lessee's equipment by Lessors shall be paid in full within thirty (30) days of mailing.

k. Lessee may make, with prior approval from Lessors, reasonable alterations, additions, or improvements to the Premises necessary for its Communications Equipment, so long as the structural integrity of the Premises is not affected. Lessee will bear the total cost of such alterations, additions or improvements, including regular maintenance, and the cost of removal and returning the Premises to the condition it was at the time of entering into the Lease (subject to the terms of paragraph 6(d) of this Lease).

l. Lessee shall be solely responsible for maintenance of its Communications Equipment, and shall arrange for maintenance under separate contract for all such maintenance services. Lessee shall not expect or ask Lessors to do any special site maintenance for Lessee's Communications Equipment, unless Lessee enters into a separate maintenance contract with Lessors, which contract will be separate from the terms of this Lease (i.e.: in the event that some minor snow plowing is requested for Lessee's access to their shelter, Lessee will separately contract for that service under a separate document).

m. Lessee will bear any and all costs associated with temporary relocation of Lessee's equipment, if required, during repairs or painting of Lessors' building. Lessors will give Lessee at least thirty (30) days advance notice of scheduled repairs or painting of Lessors' building or tower which may affect Lessee's operation, so that Lessee can pre-plan for providing high-quality communications to Lessee's customers during any temporary relocation required by Lessors' repair or painting activities. Lessors are not required to provide notice of routine repairs, such as replacement of tower lights, which do not affect Lessee's operation. Lessors will provide Lessee notice of emergency repairs with at least twelve (12)

hours prior notice unless it is impossible or impractical to do so and then the Lessee shall be provided with as much prior notice as possible under the emergency circumstances.

n. To the extent permitted by law, Lessee shall indemnify and hold Lessors harmless against all expenses, liabilities and claims of every kind, including reasonable attorney fees, to the extent arising from the negligent or wrongful acts or omissions of Lessee or anyone for whose acts Lessee may be liable and made necessary by or on behalf of any person or entity arising out of:

- 1) A failure by Lessee to perform any of the terms and conditions of this Lease; or
- 2) Any injury or damage happening on or about the Leased Premises which is caused in whole or in part by Lessee's use of the Premises, any act or omission of Lessee or anyone for whose acts Lessee may be liable; or
- 3) Any injury or damage to any employee, agent, or customer of Lessee or Lessors on or about the Leased Premises which is caused in whole or in part by Lessee's use of the Premises, any act or omission of Lessee or anyone for whose acts Lessee may be liable; or
- 4) Failure of Lessee to comply with any applicable laws or governmental authority; or
- 5) Any action brought by a third party for damages as a result of an injury caused by Lessee or action or inaction of the Lessee.

15. Approval. The parties agree that this Lease shall not be binding on either party unless and until it is fully executed by both parties. If this Lease is signed by only one party, it shall merely constitute an offer to lease. This Lease is subject to the consent to sublease by The Sioux City Community School District, and subject to approval by Starcomm's Executive Board, the Woodbury County Board of Supervisors and the City Council of the City of Sioux City.

16. Utilities. Lessee shall be entitled to install any utilities and services required for the Communication Equipment. Lessors shall provide Lessee with such reasonable assistance as is necessary to enable Lessee to arrange for such utilities and services, including signing any easement or other instrument reasonably required by the utility company. Lessors represent that utilities required for Lessee's use of the Premises are available, and Lessee shall not be required to pay any share of such utilities and services as are used for the Communication Equipment. All electricity and any other utility services used by Lessee to operate the Communications Equipment will be paid by Lessors.

17. Compliance with Laws. The Parties shall comply with all applicable local, state, and federal government laws, codes and regulations, including without limitation FAA, FCC, NEPA, occupational health and safety, environmental, and electromagnetic (EME) requirements, and applicable requirements of the Americans with Disabilities Act.

18. Short Form Lease. The parties will, at any time upon the request of either one, promptly execute duplicate originals of an instrument, in recordable form, which will constitute a short form of this Lease setting forth a description of the premises, the term of this Lease and any portions hereof, excepting the rent and cost provisions.

19. Contingency for Due Diligence. Lessee shall have until the Commencement Date to conduct a due diligence examination of all factors affecting the Property and to satisfy itself in its sole discretion that the Property is suitable for Lessee's intended use. Lessors shall furnish Lessee with the legal description, coordinates, address or location and real estate tax numbers, if available, for the Property as well as copies

of any title policies or searches, surveys or site drawings (including those dealing with utility or access easements), any Prime Lease or Ground Lease, including all amendments, current users of the Property and all broadcast frequencies and any studies dealing with structural, RF, engineering or environmental, NEPA or EME matters, as well as other documentation reasonably requested by Lessee. Lessors shall also allow Lessee's personnel or its contractors to visit and investigate the Property and perform structural, engineering and environmental evaluations and tests. Lessors shall use their best efforts to obtain from the holder of any mortgage or deed of trust ("Mortgagee") a non-disturbance agreement in a form provided by or otherwise acceptable to Lessee. In the event Lessee is not satisfied with the Property or Lessee does not receive non-disturbance agreements from all Mortgagees Lessee shall have the right to terminate this Lease by so notifying Lessors in writing on or before the Commencement Date, in which event all funds paid by Lessee shall be returned to Lessee.

20. Brokers. Lessors and Lessee each represents to the other that he, she, or it did not deal with any broker or other person who may be entitled to a commission as a result of the transaction contemplated by this Lease, and Lessors and Lessee hereby agree to indemnify and hold the other harmless from a breach of the foregoing representation.

21. Counterparts: Facsimile Signatures. This Lease may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. In addition, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

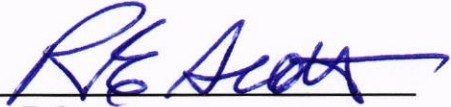
22. Waiver of Lessors' Lien Rights. Lessors agree that they do not have any lien rights in Lessee's personal property or the Communications Equipment.

23. Mutual Waiver of Consequential Damages and Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LEASE, ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, EACH PARTY AGREES THAT THE OTHER PARTY WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS LEASE, AND EXCEPT FOR PERSONAL INJURY, DEATH, OR DAMAGE TO TANGIBLE PROPERTY, EACH PARTY'S TOTAL LIABILITY, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, INDEMNIFICATION, OR OTHERWISE, WILL BE LIMITED TO THE DIRECT DAMAGES RECOVERABLE UNDER LAW, BUT NOT TO EXCEED \$3,000,000.00. This limitation of liability provision survives the expiration or termination of this Lease and applies to the fullest extent permitted by law, notwithstanding any contrary provision.

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

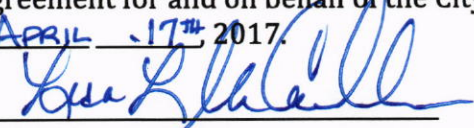
IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

CITY OF SIOUX CITY, IOWA


By 
Robert E. Scott
Mayor of Sioux City, Iowa

Certification of City Clerk:

I, Lisa L. McCardle, certify that I am the City Clerk of the City of Sioux City, Iowa, and that Mayor Robert E. Scott, who executed this Agreement for and on behalf of the City, was duly authorized and empowered to do so as of APRIL 17th 2017.

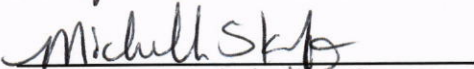

Lisa L. McCardle,
City Clerk of the City of Sioux City, Iowa

WOODBURY COUNTY, IOWA

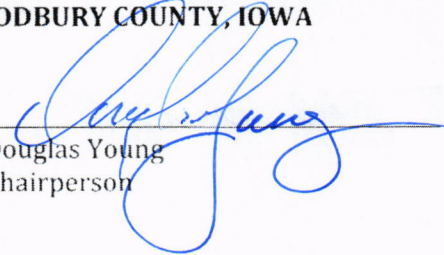
By 
Matthew Ung
Chairperson

Certification of County Auditor:

Michelle Skaff Deputy
I, ~~Patrick Gill~~, certify that I am the County Auditor of the Woodbury County, Iowa and that Matthew Ung, who executed this Agreement for and on behalf of the County, was duly authorized and empowered to do so as of April 11 2017

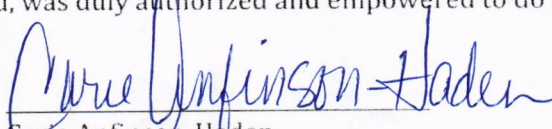

~~Patrick Gill~~ Michelle Skaff
Woodbury County Auditor
Deputy

**STARCOMM PUBLIC SAFETY BOARD,
WOODBURY COUNTY, IOWA**

By 
Douglas Young
Chairperson

Certification of Starcomm Public Safety Board:

I, Carrie Anfinson-Haden, certify that I am the Administrative Secretary for Starcomm Public Safety Board and that Chairperson Douglas Young, who executed this Lease for and on behalf of Starcomm Public Safety Board, was duly authorized and empowered to do so as of March 2, 2017.


Carrie Anfinson-Haden,
Administrative Secretary for Starcomm Public
Safety Board

MOTOROLA SOLUTIONS, INC.

By: *John Kedzierski*
John Kedzierski
[Print Name]

Title: Corporate Vice President

Date: March 8, 2017

STATE OF ILLINOIS)
 : SS
COUNTY OF COOK)

On this 8th day of March, 20 17 before me, the undersigned a Notary Public in and for said County and State, personally appeared John Kedzierski to me personally known, who being by me duly sworn, did state that he is the Corporate Vice President of said corporation executing the within and foregoing instrument, that said instrument was signed on behalf of said corporation by authority of its Board of Directors ; and that the said John Kedzierski as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by him voluntarily executed.

Tangy McGee
NOTARY PUBLIC in and for said COUNTY and STATE



EXHIBIT A

DESCRIPTION OF PROPERTY AND EQUIPMENT TO BE INSTALLED

This exhibit provides the address, location, and general description of the property subject to the Lease.

Legal Description:

The site is known as "West High" consists of a guyed tower, communications shelter, and backup generator. No tower or site modifications are planned for this site. All new equipment is to be installed inside the equipment shelter.



Address or Location:

West High (Iowa)
3430 W. 23rd St
Sioux City, IA

Coordinates:

42-30-43.7N / 96-27-14.7W

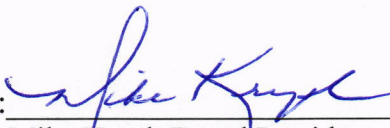
Equipment to be installed inside the shelter:

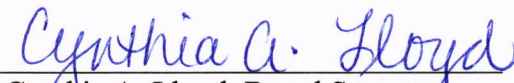
- 3 Base Radios to existing Expansion Radio Rack
- Additional DC rectifiers to existing Eltek chassis to increase output capacity
- Additional battery strings to increase runtime

CONSENT TO SUBLEASE

On this 28th day of March, 2017, the Sioux City School Community School District in the Counties of Woodbury and Plymouth, State of Iowa, as Landlord and pursuant to paragraph 8 of the Lease – Business Property dated October 25, 2004 hereby consents to the attached sublease between Starcomm, Woodbury County, Iowa, the City of Sioux City and Motorola Solutions, Inc.

The Sioux City Community School District
In the Counties of Woodbury and Plymouth,
State of Iowa

By: 
Mike Krysl, Board President
SCCSD Board of Directors

By: 
Cynthia A. Lloyd, Board Secretary
SCCSD Board of Directors