

4-11-17
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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. OLL
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